**(Insert Logo Here)**

**EMPLOYEE**

**HANDBOOK**

*Provided by Restaurant HR Group. Revised 6/10/2015*

**Table of Contents**

[Welcome 4](#_Toc421715480)

[Overview 5](#_Toc421715481)

[Open Door Policy 6](#_Toc421715482)

[Equal Opportunity Policy 6](#_Toc421715483)

[Diversity 6](#_Toc421715484)

[How We Treat Our Customers 6](#_Toc421715485)

[Anti-Harassment and Non-Discrimination Policy 7](#_Toc421715486)

[Immigration Law Compliance 9](#_Toc421715487)

[Employee Privacy and Personal Activities 10](#_Toc421715488)

[Workplace Monitoring 11](#_Toc421715489)

[Pay Day and Paychecks 11](#_Toc421715490)

[Social Security 12](#_Toc421715491)

[Wage and Hour Rules 12](#_Toc421715492)

[Clocking In and Out 12](#_Toc421715493)

[Work Week and Schedule for Employees 13](#_Toc421715494)

[Employee Meal Benefit Program 14](#_Toc421715495)

[Tardiness and Absences 14](#_Toc421715496)

[Uniform Policy 14](#_Toc421715497)

[General Policies 15](#_Toc421715498)

[Public Relations and Information Disclosure 17](#_Toc421715499)

[Confidentiality 17](#_Toc421715500)

[Quality and Customer Protection 17](#_Toc421715501)

[Outside Employment 18](#_Toc421715502)

[Conflicts of Interest 18](#_Toc421715503)

[Personal Relationships/Fraternization Policy 19](#_Toc421715504)

[Social Media 19](#_Toc421715505)

[Interaction with the Government and Service of Legal Documents 21](#_Toc421715506)

[Intellectual Property and Proprietary Information 21](#_Toc421715507)

[Employee Benefits 22](#_Toc421715508)

[Vacation Time 23](#_Toc421715509)

[Unemployment Insurance 23](#_Toc421715510)

[Family and Medical Leave of Absence (FMLA) Policy 24](#_Toc421715511)

[Disability Accommodations 26](#_Toc421715512)

[Military Leave 27](#_Toc421715513)

[Medical Leave of Absence Policy 27](#_Toc421715514)

[Pregnancy Disability Leave 27](#_Toc421715515)

[Paid Sick Leave 27](#_Toc421715516)

[Jury Duty Leave 28](#_Toc421715517)

[Time Off to Vote 28](#_Toc421715518)

[Employment at Will 28](#_Toc421715519)

[Performance Evaluations 28](#_Toc421715520)

[Code of Conduct 28](#_Toc421715521)

[Reasons for Reprimand or Termination 29](#_Toc421715522)

[Progressive Discipline 30](#_Toc421715523)

[Safety Policy 31](#_Toc421715524)

[Policy Against Workplace Violence 32](#_Toc421715525)

[Substance Abuse and Weapons 33](#_Toc421715526)

[Hazard Communication Program 33](#_Toc421715527)

[Termination 34](#_Toc421715528)

[Waiver 35](#_Toc421715529)

[Receipt of (Insert Company Name) Employee Handbook 36](#_Toc421715530)

**This is your Handbook. Read it thoroughly. It is your responsibility to review it periodically and contact your Supervisor with any questions. This is not a contract for employment but rather a guide to ensure fair and consistent treatment of all employees.**

Welcome

First of all, we’re excited you’ve decided to be a part of the (Insert Company Name) team! We look forward to the opportunity to work with you and want you to know that we recognize our employees as our most valuable resource. Our continued success in providing the highest quality food, beverages, and service to our customers depends on having top talent like yourself and your fellow employees. We want your employment here to be a positive start of a new career, not just a job. We are extremely passionate about our brand, and it is essential our employees will feel that same passion about where they work, who they work for, their job responsibilities and duties, being part of a great team, and the opportunity for personal and career growth in an organization that puts people first. We understand that the best profitable strategy to stay ahead is to out-do our competition in attracting, hiring, training, coaching, mentoring, motivating, and developing people. We want you to enjoy your time here and are committed to helping you succeed in your new job.

We have prepared this handbook to answer some of the questions that you may have concerning (Insert Company Name) and its policies. This handbook is intended solely as a guide, it is not intended to be a binding contract. Read it thoroughly, if you have any questions, contact a member of the management team for assistance.

We hope you find your time with us to be an enjoyable and rewarding experience.

Once again, welcome to (Insert Company Name)!

Sincerely,

(Insert Owner or CEO Name)

Overview

No single document can give emloyees an answer for every situation or dilemma that may arise. If your judgment and this document do not provide the answer, use other resources that are available, such as your supervisor, (Insert Company Name) (also referred to as the “Company”) materials provided upon hire, or contact the owners of the company.

If you are ever uncertain about something you intend to do while conducting (Insert Company Name) business, you should seek advice before acting. It is also your responsibility to let us know if you see or learn of something that suggests any law or (Insert Company Name) policy has been violated. (Insert Company Name) does not tolerate retaliation against any employee who raises concerns or questions regarding a potential violation of any laws or (Insert Company Name) policies that he or she reasonably believes to have occurred.

We have the Employee Handbook (“Handbook”) because our reputation for integrity flows from our commitment to our values. (Insert Company Name) depends on its employees to follow the law and to make the right decisions. (Insert Company Name) operates in a dynamic world and what’s “right” may not always be obvious. This Handbook provides practical overviews of some of the legal and ethical code that we all must follow on a day-to-day basis.

(Insert Company Name) takes seriously reports of possible violations of any of its policies or the law. As appropriate, we will investigate and take action, including taking steps to prevent a recurrence of any problems. Your cooperation will be required in any investigation.

(Insert Company Name) requires all employees to follow the law and to act honestly and ethically in conducting our business. We are each responsible for our own conduct. No one has the authority to approve illegal acts, and an illegal act cannot be justified because a superior “ordered it”. (Insert Company Name) does not permit an employee to direct or encourage another employee to violate the law or to otherwise act improperly.

Failure to comply with the law, *Code of* *Conduct,* or any of (Insert Company Name) policies can have severe consequences for (Insert Company Name) and the employees involved. Any employee who fails to meet the obligations set forth in this Handbook or the law will be subject to discipline, up to and including dismissal. Discipline also may be imposed if an employee fails to report violations of policies, or the law; if an employee retaliates against another employee for reporting a violation or cooperating in an investigation; if an employee lies or deliberately withholds relevant information in making a report or in an investigation; if an employee directs others to violate any policies, or the law; or if the circumstances indicate a supervisor has failed to adequately or properly perform their supervisory duty.

All employees are required to acknowledge upon hire that they have read, understand, and are in compliance with the Handbook. Abiding by the Handbook is a condition of continued employment with (Insert Company Name).

Open Door Policy

(Insert Company Name) has an obligation to ensure that you are treated fairly. Everyone, from time to time, has an idea, question, or occasional problem relating to his/her job or to the company in general. We encourage you to communicate these thoughts.

When you have an idea, problem, or concern, please follow these steps immediately:

* Talk with your immediate supervisor.
* If you are not satisfied after meeting with your immediate supervisor, schedule an appointment with the (Insert Director of Operations, CEO, or Owner). We encourage you to present your ideas and solve your problems with your supervisor.

Equal Opportunity Policy

(Insert Company Name) policy of equal opportunity includes the following: We recruit, hire, train, and promote persons in all job classifications without regard to race, color, religion, national origin, sex, age, disability, or any other protected status.

We ensure that decisions regarding compensation, promotions, benefits, transfers, and any social or recreational programs will be administered in accordance with the principals of equal opportunity.

(Insert Company Name) will not tolerate any form of harassment on the basis of race, color, religion, national origin, sex, age, disability or any other protected status.

Diversity

(Insert Company Name) actively creates and promotes an environment that is inclusive of all people and their unique abilities, strengths, and differences. We respect and embrace diversity in each other, our customers, suppliers, and all others with whom we interact as an essential component in the way we do business.

How We Treat Our Customers

(Insert Company Name) service is special. (Insert Company Name) has a unique way of making people happy. We look at every customer as an important individual and we treat one another with dignity and respect. This means we never harass or discriminate against our customers. Our service is driven by giving each and every customer the (Insert Company Name) experience. Smiles and eye contact, personal greetings, a thank you and, of course, delicious food are all part of the service we give. We give the (Insert Company Name) experience to our customers whether they are buying a meal, a drink, calling for directions on the phone, or just coming in with a friend.

Anti-Harassment and Non-Discrimination Policy

**Statement of Policy**

It is the policy and practice of (Insert Company Name) to provide and promote equal employment opportunities for all applicants and employees. (Insert Company Name) is firmly committed to maintaining a workplace based on our collective values, which stress the quality of our products and services, the importance of teamwork, and the need for all employees to treat each other professionally, with dignity, fairness, and respect. Therefore, it is the responsibility of all employees to ensure that the concepts of equal employment opportunity, non-harassment, and non-discrimination are understood, abided by, and carried out by everyone.

**Prohibition on Discrimination and Harassment**

It is the policy of (Insert Company Name) to hire, train, promote, compensate, and administer all employment practices without regard to race, color, sexual orientation, age, veteran status, marital status, religion, medical condition, national origin, disability unrelated to the ability to perform essential job functions, or on account of membership in any protected category under federal, state, or local laws. Harassment of employees or applicants because they are members or affiliated with members of any of the foregoing protected groups is also prohibited and will not be tolerated. (Insert Company Name) will take appropriate measures in response to any such incidents which are reported. Every good faith effort will be taken by (Insert Company Name) to fulfill the objectives of this policy.

(Insert Company Name) believes that every employee has the right to work in an environment totally free of harassment and discriminatory conduct, joking, or epithets. Such behavior does not advance the purposes of (Insert Company Name); it is also morally wrong, and may subject (Insert Company Name) to legal exposure in certain circumstances. (Insert Company Name) policy sets a standard of conduct that is higher than what federal, state, and local laws may require, as it forbids discriminatory or harassing conduct of the kind described in this policy even if the conduct does not rise to the level of a violation of applicable law. Consequently, any employee who engages in these types of prohibited conduct will be subject to disciplinary action, up to and including termination.

**Conduct Constituting Prohibited Sexual or Discriminatory Harassment**

Sexual harassment is one of the forms of harassment forbidden by this policy. (Insert Company Name) also prohibits inappropriate and unprofessional as well as sex-related conduct regardless of whether it amounts to unlawful sexual harassment, as such conduct is deemed to be inconsistent with (Insert Company Name) policy of promoting tolerance, respect, and dignity in the workplace.

For example, and without compiling an exhaustive list, the following are illustrative of conduct that (Insert Company Name) condemns and prohibits under this policy regardless of whether the conduct is based on gender or results in an adverse employment action and regardless of whether the conduct is severe or pervasive enough to create an unlawful hostile environment:

1. It is prohibited for any person to condition a benefit such as a certain salary, job, shift, schedule, or promotion on the granting of sexual favors or the establishment or continuance of a personal relationship, or to imply to an employee that an award of such a benefit is conditioned upon the granting of sexual favors or the establishment or continuance of a personal relationship;
2. It is also prohibited for any employee to state or imply that another employee’s performance is attributable in whole or in part to the employee’s sex or membership in any protected-group categories under federal, state, or local laws;
3. It is also prohibited for any employee to state or imply that a fellow employee’s promotion in the corporate hierarchy has resulted from the granting of a sexual favor or relationship; and,
4. It is also prohibited for any person to engage in any type of conduct which has the effect of unreasonably interfering with another employee’s work or creates an intimidating, hostile, or offensive work environment.

As an employee of (Insert Company Name), you should be aware that the issue of whether behavior constitutes inappropriate, unprofessional harassment or discriminatory conduct might depend on how that behavior is viewed by the employee who is subjected to the behavior. Any employee who initiates or persists in such prohibited behavior assumes the risk of violating this policy in the event that the person who is the object of the behavior views it as offensive; accordingly, such an employee may be subject to discipline even if his or her conduct might not have been intended as offensive.

**Conduct Constituting Sexual or Discriminatory Conduct, Joking, or Epithets**

For example, and without compiling an exhaustive list, the following are illustrative of conduct that (Insert Company Name) condemns and prohibits under this policy:

1. It is prohibited for any employee to bring any item to the work premises that is sexually offensive or discriminatory even if it is intended as a joke;
2. It is also prohibited for any employee to post any material that is discriminatory, offensive or sexual, even as a joke, on Company property, bulletin boards, documents, or e-mail or voicemail systems;
3. It is also prohibited for any employee to deface Company property or the personal property of anyone else, especially if sexually offensive or discriminatory even if intended as a joke;
4. It is also prohibited for any employee to utter or utilize any offensive sexual or discriminatory jokes or epithets at work, or when referring to or about any other person, be they an employee or a non-employee;
5. It is also prohibited for any employee to harass anyone else due to their sex, sexual orientation, race, color, ethnic background, age, national origin, religion, marital status, disability, or other protected-group status; and,
6. It is also prohibited for any employee to bring to or display in the workplace any materials having an offensive content (such as pornography or due to a demeaning reference to another’s protected-group status), or to circulate or disseminate any such materials through (Insert Company Name) internal mail, voice mail, or e-mail systems.

**Application of the Policy to Non-Company Employees**

The (Insert Company Name) policy also applies to the dealings of any employee with non-employees such as customers, vendors and members of the public. Furthermore, the policy also applies to individuals who do business with (Insert Company Name), who are present on (Insert Company Name) premises, or who interact with any employee of (Insert Company Name) while the employee is on duty.

**Procedure Upon Occurrence of Prohibited Contact**

Employees who believe they have been subjected or exposed to discrimination or harassment prohibited by this policy, have the right to have any such activity terminated immediately. Every employee has a role in preventing discrimination and harassment. Every employee must avoid any conduct that could reasonably be interpreted as discrimination or harassment under this policy, and every employee should indicate when another person’s conduct in the workplace is unwelcome. In addition, every employee should endeavor to protect other employees from discrimination and harassment. Employees are expected and encouraged to inform others in the workplace whenever their conduct is unwelcome, offensive, inappropriate, or in poor taste. Therefore, employees are required to come forward promptly and report any problems pursuant to this policy before the alleged behavior becomes severe or pervasive. In addition, employees should come forward with complaints about alleged problems or violations of the Company’s policy at any time. Complaints need not be limited to someone who was the target of the alleged offending conduct. Anyone who has observed an alleged violation of the policy is also encouraged to report it to the company.

**Reporting Procedures**

If any employee witnesses any conduct that he or she believes is inconsistent with this policy, (Insert Company Name) expects the employee to notify immediately one or more of the people designated below. (Insert Company Name) has convenient and reliable mechanisms in place for reporting alleged violations of the policy. Complaints will be accepted in writing only. Complaints can be directed to multiple people within (Insert Company Name), including:

* Any Assistant Manager or General Manager
* Any senior member of management
* Any owner of the company
* (Insert additional contacts for reporting harassment or discrimination)

All complaints shall be treated with the utmost seriousness and discretion. Upon receipt of the complaint or in circumstances where (Insert Company Name) becomes aware of alleged offending conduct, a prompt, thorough, and impartial investigation will be made concerning any alleged offending conduct. Upon determination of said investigation, (Insert Company Name) will disclose to the complainant, regardless as to its result, so as to ensure everyone is informed and up to date. If the investigation leads to a determination that an individual engaged in conduct in violation of (Insert Company Name) policy, appropriate corrective action will be taken promptly, including the possible termination of the offending party. (Insert Company Name) may impose discipline for inappropriate conduct that comes to the Company’s attention, without regard to whether the conduct constitutes a violation of law.

**No Retaliation**

(Insert Company Name) will not tolerate adverse treatment of any employee because he or she reports harassment or discrimination, or provides information related to such complaints. As this policy strictly prohibits retaliation of any form against anyone who complains of alleged violations of this policy, the prohibition against retaliation also applies to any employee involved in or cooperating with any investigation of alleged offending conduct under this policy. Thus, a supervisor is prohibited from making any personnel decision or taking any other adverse action against any employee because the employee complained or cooperated in good faith with an investigation of alleged conduct prohibited by this policy. Any acts of retaliation will be considered a violation of this policy, and corrective action will be taken promptly, including the possible termination of any individual who engages in retaliation of any form.

Immigration Law Compliance

(Insert Company Name) is committed to employing only United States citizens and aliens authorized to work in the United States. However, we will not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with (Insert Company Name) within the past three years, or if their previous I-9 is no longer retained or valid. Employees with questions or seeking more information on immigration law issues are encouraged to contact of the General Manager. Employees may, and are encouraged to raise questions or complaints about immigration law compliance without fear of reprisal.

Employee Privacy and Personal Activities

Treating each other with respect and dignity includes respecting one another’s privacy. Of course, you may keep your personal activities outside of the workplace confidential. However, you should always keep in mind that you are a representative of (Insert Company Name). Further, if you use the equipment or resources of (Insert Company Name) for any communication from or to anyone, you have consented to the right of (Insert Company Name) to intercept such communication and to monitor your use of (Insert Company Name) equipment and resources. Do not use the equipment or resources of (Insert Company Name) if you intend a communication to be private. For example, any use of (Insert Company Name) equipment or its network to send or receive email communication or for connecting with the Internet is never to be considered a private communication.

Internet Usage

Internet access is provided by (Insert Company Name) to assist employees in obtaining work-related data and technology. All Internet data that is composed, transmitted, or received via our computer communications system is considered to be part of the official records of (Insert Company Name) and, as such, is subject to disclosure to law enforcement or other third parties. Consequently, employees should always ensure that the business information contained in Internet e-mail messages and other transmissions is accurate, appropriate, ethical, and lawful.

The equipment, services, and technology provided to access the Internet remain at all times the property of (Insert Company Name). As such, (Insert Company Name) reserves the right to monitor Internet traffic, and retrieve and read any data composed; sent, or received through our online connections and stored in our computer systems.

Data that is composed, transmitted, accessed, or received via the Internet must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person. Examples of unacceptable content may include, but are not limited to, sexual comments or images, racial slurs, gender-specific comments, or any other comments or images that could reasonably offend someone on the basis of race, age, sex, religious or political beliefs, national origin, disability, sexual orientation, or any other characteristic protected by law.

The unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet is expressly prohibited.

As a general rule, if an employee did not create material, does not own the rights to it, or has not gotten authorization for its use, it should not be put on the Internet.

Employees are also responsible for ensuring that the person sending any material over the Internet has the appropriate distribution rights. To ensure a virus-free environment, no files may be downloaded from the Internet without prior authorization.

Abuse of the Internet access provided by (Insert Company Name) in violation of law or (Insert Company Name) policies will result in disciplinary action, up to and including termination of employment. Employees may also be held personally liable for any violations of this policy.

Workplace Monitoring

Workplace monitoring may be conducted by (Insert Company Name) to ensure quality control, employee safety, security, and customer satisfaction. Computers furnished to employees are the property of (Insert Company Name). As such, computer usage and files may be monitored or accessed.

Additionally, (Insert Company Name) may conduct video surveillance.

Pay Day and Paychecks

The official payroll week begins on (Insert Pay Period Cyle).

* All employees will be paid (Insert Pay Day).
* If payday falls on a holiday, you will receive your check on the working day before the holiday.
* Checks may be picked up (Insert hours checks can be received)
* If you have any questions about your paycheck, contact your supervisor immediately.
* (Insert Company Name) cannot mail your check or release it to anyone else without written authorization.
* Your wages are private. It is recommended not to discuss them with anyone except your supervisor.

**Overtime**

All overtime work must receive the supervisor's prior authorization for all employees. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Overtime compensation is paid to all employees in accordance with federal and state wage and hour restrictions. Unless otherwise required by law, overtime pay shall be calculated based on actual hours worked and at the rate of one-and-one-half (1.5) times the regular wages. Time off on sick leave, vacation leave, or any leave of absence will not be considered hours worked for purposes of performance overtime calculations.

Overtime is paid only when an employee works over 40 hours in his/her workweek. They will not be paid overtime for hours in excess of 8 hours per day, or for work on Saturdays, Sundays, holidays, or regular days of rest, if the 40-hour requirement has not been met.

Overtime pay will be paid for any work performed by an hourly employee in the following circumstances: (Insert State Specific Regulations)

**Tipping**

All tipped employees are required to record their earned tips at the end of every shift in the Point of Sale system or Homebase. Failure to report tips is against company policy and is subject to disciplinary action up to and including termination.

**Lost Check**

If you are issued a live check and you lose it, it is very important that you tell your supervisor immediately. He/she will contact payroll to put a stop payment on the check and make arrangements for another check to be issued.

Social Security

Social Security benefits provide a source of supplemental retirement income and medical insurance coverage after you have reached a certain age. Federal law requires that you contribute a certain percentage of each paycheck, depending on your rate of pay. (Insert Company Name) matches this contribution, dollar for dollar, and then forwards the total amount to the Federal Government, where it is credited to your personal Social Security account. Please note that although (Insert Company Name) participates in contributing to your Social Security benefits, it cannot guarantee any specific eligibility or level of benefits that will be provided to you upon reaching the age of retirement. Employees of (Insert Company Name) may not opt out of Social Security benefits.

Wage and Hour Rules

(Insert Company Name) has a compensation package for its employees. As an employee, your job is classified according to the nature of your employment. (Insert Company Name) is committed to following all applicable minimum wage, overtime wage, child labor, and other wage and hour laws and regulations. To assure that all work performed for (Insert Company Name) is compensated correctly, it is essential that all work time is reported and recorded accurately. Every employee is responsible for this important recordkeeping task, both for yourself and for any employees whom you supervise. If you have questions about your classification, or any other wage and hour issues, consult with your manager or the information provided to you upon hire. Any problems with recordkeeping or any inaccuracies in compensation should be reported promptly to your Supervisor.

Clocking In and Out

To ensure you get paid accurately each pay period and do not have to go back and get a check corrected always clock in immediately at the start of your scheduled shift, when you are in dress code and ready to work. Before you leave for the day, check in with the Manager in Charge for approval to leave and then clock out. Altering, falsifying, tampering with time records, or recording time on another employee’s time record may result in disciplinary action, up to and including termination of employment.

Work Week and Schedule for Employees

The staffing of our restaurant is very important. Your schedule will depend on the shift and position to which you are assigned. The following policies will help our operations run efficiently and allow you the time off you require.

* **Hours of Operation** - Employees who are responsible for opening procedures may be scheduled to arrive (enter number of hours) before opening. Those responsible for closing procedures may be scheduled to work (enter number of hours) or more after closing. The (Insert Company Name) work week begins on (enter work week).
* **Your Availability** - (Insert Company Name) has certain scheduling requirements during peak business hours (lunch, dinner, weekends, and holidays). Your permanent availability should be given to your manager at the time of hire. Any changes to this availability should be given to your manager in writing or submitted through the Homebase application.

Because of particular situations, you may be called in to work when you are not scheduled. Also, there may be times when you will be asked to work beyond your scheduled hours. Your cooperation at these times is appreciated and you will be released when the need for your services has passed.

* **Schedule Requests** - Requests for days off must be submitted to your manager by 5:00 p.m. on Monday evening for the following week. Requests should be submitted through the Homebase application. All requests will be accommodated whenever possible but we can not guarantee that all requests will be honored.

The schedule will be posted online at Homebase by (enter day and time) for the following week. This schedule may be emailed or texted to you, but the schedule posted online or in the store is considered the official schedule and it is your responsibility to know when you are working on this schedule.

* **Tardiness and Absence** - Each employee must arrive ready for work as scheduled. When you are absent, other employees must cover the responsibilities. If you cannot report for your scheduled shift, you must give your supervisor at least three hours notice. Consistent tardiness or absences will lead to disciplinary action up to and including termination.

**No call + No show = No job (Job Abandonment)**

Please remember the following:

* It is your responsibility to check the posted schedule daily because it may change due to business fluctuations.
* (Insert Company Name) management reserves the right to determine employees' schedules as business operation necessitates.

Employees are not to be in work areas if they are not on a scheduled shift.  Employees are not to remain in the restaurant in non-work areas if they are not performing work or eating in the normal course of being a customer. In addition, non-(Insert Company Name) employees are not permitted in the back-of-the-house and are never allowed to perform (Insert Company Name) work.

**Rest Period**

(Insert Company Specific Guidelines)

**Meal Period**

All full-time employees will have one meal period of 30 minutes in length each workday unless otherwise required by any local, state, or federal laws. The General Manager will schedule meal periods for staff to accommodate operating requirements. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time. (Insert Company Specific Guidelines)

Employee Meal Benefit Program

(Insert Company Specific Guidelines)

Tardiness and Absences

We take tardiness and absence very seriously. You must arrive at your scheduled time ready to work (5 minutes late ready to work, or on time but not in your uniform is not acceptable). If you will be late due to an unexpected circumstance, make sure to call your supervisor and let him/her know immediately. Each time you are late, even with a valid excuse, it will be documented in your file.

If you are ill or cannot report for your scheduled shift for any reason, you must call your supervisor at least 3 hours prior to your start time. If that is not feasible, contact your supervisor as soon as possible. If a situation arises in which you know in advance that you will have to miss your shift, let your supervisor know immediately so that he/she can make the proper accommodations.

When you call to report tardiness or absence, you must speak directly to one of your supervisors. Do not leave a message with any other employee.

It is very important that you contact your supervisor about every instance of tardiness or absence. Failure to report for your scheduled shift without calling your supervisor is considered job abandonment and could lead to immediate termination.

*Remember:* **No Call + No Show = No Job (Job Abandonment)**

Uniform Policy

You must maintain a high standard of personal hygiene and grooming when you are at work.

* (Insert Company Name) will provide your uniform. (Insert Company specific information) Remember your uniform reflects your attitude!
* You must show up ready to work in your assigned uniform. If you do not show up in your assigned uniform you will be sent home, it will be documented in your file, and can lead to disciplinary action up to termination of employment.

**Personal Appearance**

* **Hair Restraint**
  + **Long Hair**—shoulder length or longer, must be tied back - must be restrained so it flows down your neck or back
  + **Long Bangs**—over the eyes or longer, must be restrained back or to the side, so they do not hang in your face
* **Facial Hair (beards, moustaches, goatees, etc.) —** must be trimmed to 1/4 inch maximum length or shorter
* **Makeup** — makeup must be tasteful and not excessive or extreme
* **Rings** —If rings tear food-handling gloves, then the rings must be removed while working
* **Earrings** —earrings must be shorter than 1 ½ inches in total length
* **Facial/tongue piercing** — are not allowed, remove them before clocking in
* **Fingernails** — must be kept trimmed
* **Perfume/Cologne** —be considerate of others — use moderation

General Policies

**Hand Washing**

Every (Insert Company Name) employee must wash and sanitize their hands while at work during these times:

* Before starting a shift
* After changing job assignments
* After eating or smoking
* After using the restroom

**Gum Chewing**

Absolutely no gum chewing is allowed.

**Smoking**

* (Insert Company Name) is a “Smoke Free” environment
* Smoking is not allowed in any area of the restaurant or on the grounds
* Smoking is not allowed in your uniform
* If a customer enters the restaurant with a lit cigarette, cigar or pipe, politely request for them to put it out or finish it outside before coming in to eat
* If asked “Why” explain that (Insert Company Name) is a smoke free environment

**Parking**

Park in the designated area determined by your manager/supervisor.

**Phone calls & Cell Phones**

* Personal telephone calls are not allowed while at work
* An outgoing call may be made if arranging a ride home from work
* To use the phone, you must ask for a manager's permission beforehand
* Incoming calls may only be taken in a legitimate emergency
* Instruct your friends and family members accordingly
* Cell phones may not be worn or used during work hours

**Personal Belongings**

* (Insert Company Name) may search any personal belongings brought into the restaurant
* Personal items must not be stored in food areas or on top of cases of food

**Cashing**

* Pay checks or personal checks may not be cashed at work
* Credit or debit cards may not be used to get cash advances at the restaurant
* Doing so will lead to disciplinary action, including possible discharge

**Hours of Operation**

* Managers may not close the restaurant outside normal operating hours without specific direction from the Owner
* Instructions to close a restaurant due to inclement weather, power outages, or other occurrences must come from the Owner

**Solicitation**

(Insert Company Name) strictly prohibits employees or others from soliciting customers or other employees for anything except products and services offered by the Company in working areas, on working time. (Insert Company Name) also prohibits the unauthorized solicitation of employees or customers by outside groups on Company property.

This includes posting flyers or order forms on facility windows, counters, or community boards and circulating solicitation via e-mail or in person.

**Media Relations**

We believe that open and honest communication with customers and communities is critical. If for some reason a member of the media visits or contacts you at the restaurant please forward them to our General Manager or Owner. Politely explain to them that our General Manager and/or Owner handles all press releases and company operations information.

**Personnel Records**

We want to ensure your company records are correct and the information in the records affects your pay, deductions, benefits, and other matters. For this reason, if you have a change in any of the items below, please notify your manager as soon as possible.

1. Name – (first, middle, last)
2. Home Address
3. Home Telephone Number
4. Emergency Contact
5. Number of Dependents
6. Marital Status
7. Exemptions on your Federal or State W-4 Tax Form

You may review your file at the discretion of the company and in accordance with all relevant state and federal laws. The following guidelines apply:

* Requests must be submitted in writing to management
* Upon approval, you may view your file in the presence of a designated company representative
* Unless mandated by state law you may not mark or make copies of the documents in the file

Public Relations and Information Disclosure

All information disclosed outside of the Company (for example, to media, investors, or general public) must be accurate, complete, and consistent. We all represent (Insert Company Name). If someone asks you for information, refer them to the General Manager or Owner. Inquiries about former or current employees, such as reference requests or employment verification, should be referred to the General Manager or Owner. Do not attempt to answer these questions yourself. Be sure to advise your manager of the request. If a member of the media, or someone else, appears unexpectedly at a (Insert Company Name) restaurant or other facility and asks to shoot video, take photographs or makes other inquiries, immediately notify your manager. Do not discuss (Insert Company Name) business with the individual. The supervisor should contact the General Manager or Owner to ensure that the correct procedure is followed.

Confidentiality

(Insert Company Name) customers love our food so much that they are often very curious about the ingredients and how they are made. Our ingredients and procedures are very special and have come about through a lot of time and effort. We have to make sure that we do not give away these secrets. If a customer asks you specifics about our food preparation, please make sure to keep your answers vague. If a customer continues to probe and is not satisfied, please ask for assistance from your manager.

Quality and Customer Protection

Quality is the hallmark of the (Insert Company Name) experience. Our customers rely on (Insert Company Name) quality and have come to expect the finest food from us. Every day, we win new customers and stake our reputation on the excellence and consistency of all of the products we serve. We take pride in serving the highest quality product made from the best ingredients we can buy and sell our products at a fair price. We are proud of what we offer and make sure that everything is worthy of being served to one of our own family members.

Our commitment to quality also means that we take steps to protect our customer’s health and safety. You must do your part by following all proper procedures relating to the storage, handling, preparation, and service of our products, by working to ensure clean and sanitary conditions in all our facilities, and by continually exploring ways to maintain and improve our quality standards and practices. For example, employees are required to follow all rules and training guidelines with respect to the handling of food; all established sanitary procedures, such as hand washing, must be strictly followed. Notify your manager immediately if you become aware of anything which suggests that a product may pose a danger to health or safety.

Outside Employment

If you are employed by (Insert Company Name) in a full-time position, working 30 hours a week or more, we consider your position here to be your primary employment and priority for your working time. Any outside activity must not interfere with your ability to properly perform your job duties with us. If you work for us part-time, less than 30 hours a week, you should inform your manager of your other employment to ensure it does not conflict with your employment with (Insert Company Name). Your manager will inform you if, in the opinion of (Insert Company Name), your other employment appears to be a conflict. If your other job is determined to be a conflict, you may not be employed with (Insert Company Name) so long as you are employed in the conflicting job. You may not take any outside job, either for pay or as a donation of your personal time, with a customer or competitor of (Insert Company Name); nor may you do work on your own if it competes with (Insert Company Name) in any way including sales of products or services we provide our customers.

Conflicts of Interest

We all must avoid conflicts of interest. A conflict of interest exists when a personal interest or activity interferes or appears to interfere with the duties that you perform at or owe to (Insert Company Name). A conflict of interest may unconsciously influence even the most honest person and the mere appearance of a conflict may cause an employee’s acts to be questioned. We all must avoid situations that affect or appear to affect our ability to act in the best interests of (Insert Company Name).

You should carefully review your own situation for any conflicts of interest. You must disclose any conflicts or potential conflicts to your manager. In consultation with management, your manager will determine whether a conflict or potential conflict exists and whether any corrective action should be taken. (Insert Company Name) corporate officers have a special responsibility to avoid conflicts of interest because of their high visibility in the business community and in the community generally. Officers and all other employees should disclose actual, potential, or apparent conflicts to their manager. All employees, including officers, with actual, potential, or apparent conflicts should remove themselves from the decision-making process with respect to any matter involving the conflict.

Some situations in which conflicts of interest may arise, and therefore should be avoided, are:

* Being employed by or operating a firm (including consulting) which does or desires to do business with (Insert Company Name).
* Having any financial involvement directly or indirectly, or ownership of any interest in any organization (except for an ownership interest of less than 5% in a publicly held company), by you or anyone in your immediately family, with whom (Insert Company Name) does business, including but not limited to: vendors, suppliers, customers or agents, except with (Insert Company Name) specific prior knowledge and written consent.
* Being employed by, operating, or ownership greater than five percent (5%) in a publicly held company and any ownership amount in a private company in any venture that competes with any operation of (Insert Company Name). Engaging in the sale of merchandise or services pertaining to the restaurant industry or businesses will be considered a conflict of interest and is not allowed.
* Engaging a family member or someone with whom you have a familial-like or dating relation to perform services for (Insert Company Name).
* You may not enter (Insert Company Name) into contracts with relatives or household members, or represent (Insert Company Name) in any transaction in which you or a related individual has a substantial personal interest.
* Acting on behalf of anyone besides (Insert Company Name) in any transaction with (Insert Company Name) (for example, helping someone sell products and/or services to (Insert Company Name)).
* Competing with (Insert Company Name) for real property rights or interest or engaging personally in real estate or other transactions in which (Insert Company Name) has an interest, without express written approval from the Board of Directors.

If you have any questions about whether your ownership of an interest in an organization with which (Insert Company Name) does business presents a risk of a possible conflict of interest, contact your supervisor or the General Counsel before entering into such a relationship.

Personal Relationships/Fraternization Policy

(Insert Company Name) is committed to ensuring all employees are treated fairly and consistently. To avoid the potential for perceived preferential treatment, sexual harassment, or a conflict of interest, any intimate relationship where a person is in a position to influence, either directly or indirectly, any decision concerning the terms and conditions of the subordinates' employment is prohibited.

(Insert Company Name) encourages positive working relationships among its employees, especially between supervisors and their direct and indirect reports. Sometimes these relationships also involve socializing or fraternization inside and outside the workplace. These activities can build better communication and trust between employees and supervisors, but they can also result in actual or perceived favoritism and other problems for the work group. For this reason, (Insert Company Name) prohibits all supervisors from fraternizing (socializing, including dating) or living with employees who report directly or indirectly to them.

All supervisor/subordinate staff relationships must be strictly professional.  If a personal relationship develops, both individuals are to notify their manager or the Owner immediately.  We will attempt to accommodate the placement of one of the individuals in a non-conflicting position.  However, if that is not possible, we may have no alternative but to terminate one of the individuals’ employment.

Social Media

The purpose of this policy is to provide our employees with requirements for participation in social media in which (Insert Company Name) affiliation is known, identified, or presumed. These restrictions are intended to ensure compliance with legal and regulatory restrictions and privacy and confidentiality agreements. Social media includes items such as blogs, podcasts, discussion forums, and social networks.

Social Media is becoming a more common way to communicate and a tool for self-expression. These best practices will help you when participating in social media.

1. Use a disclaimer: If you publish a blog, post a comment, or share an image and it has something to do with the work you do at (Insert Company Name) make it clear that what you say is representative of your views and opinions and not the views and opinions of (Insert Company Name). At a minimum in your own social media site, you must include the following standard legal disclaimer language:

The postings on this site are my own and don’t represent (Insert Company Name) positions, strategies or opinions.

2. Get Approval: Do not announce company news on your social media site. Do not cite or reference clients, partners, or suppliers without their approval. When the company wishes to communicate publicly, whether to the marketplace or to the general public, it has well-established processes to do so. Only those officially designated by (Insert Company Name) have the authorization to speak on behalf of the company.

You must make sure you do not disclose or use (Insert Company Name) confidential or proprietary information or that of any other person or company on any social media site.

Clients, partners or suppliers should not be cited or obviously referenced without their approval. Never identify a client, partner, or supplier by name without permission and never discuss confidential details of any of the above. Furthermore, your social media site is not the place to conduct business with a client.

3. If you see content on social media forums or online review sites, such as Yelp, Zagat, Urbanspoon, and OpenTable, that disparages or reflects poorly on (Insert Company Name), you should immediately contact the Social Media Manager. Do not attempt to reply to such postings or comment in any way. Only the Social Media Manager has the authority to handle online review comments on behalf of (Insert Company Name).

4. Use your best judgment: Remember that there are always consequences to what you write. If you’re about to post something that makes you uncomfortable, think about why that is. If you’re still unsure, and the post is about (Insert Company Name) business, feel free to discuss your proposed post with your supervisor. Ultimately, however, you have sole responsibility for what you choose to post online. You should make sure that social media does not interfere with your job or commitments to customers.

4. Be professional: (Insert Company Name) workforce members are directed that, as with all communications, statements made in the confines of private blogs, social media sites, or chat rooms must treat the company and its employees, customers, and competitors with respect.

5. Be mindful of the world’s longer memory: Everything you say is likely to be indexed and stored forever, either via search engines or through bloggers that reference your posts.

If the Company determines that you have violated your obligations under this policy, the Company has the option to take certain steps which may include, among others, warnings, suspension, and/or termination.

The best way to avoid a conflict is to not engage in any social media activities that involve (Insert Company Name) unless through the official sites sponsored by (Insert Company Name).

Interaction with the Government and Service of Legal Documents

(Insert Company Name) values its excellent relations with the local, state, and federal government. (Insert Company Name) is committed to being a “good corporate citizen” and is proud of its record of service to the community. (Insert Company Name) values the communities where we do business. From time to time, employees may interact with local government officials. For example, a (Insert Company Name) restaurant may require a local permit or approval, or local health officials may inspect a restaurant. (Insert Company Name) is committed to complying with local laws, regulations, and codes and to working fairly and honestly with local officials and others in our communities. In doing so, your actions must meet high ethical and legal standards. It is against our policy (and may violate the law) to offer or make a payment or gift of any kind in order to facilitate a local process or to influence a local government official.

A representative of the government may seek to interview you regarding (Insert Company Name) business activities or your work at the Company. In such event, you and (Insert Company Name) have the right to be represented by counsel. If you are contacted by a government agent or representative and asked to provide information, you should contact your General Manager or Owner.

(Insert Company Name) deals honestly and fairly with government representatives and agents to comply with valid governmental requests and processes. Employees must be truthful and straightforward in their dealings with the government and may not direct or encourage another employee or anyone else to provide false or misleading information to any government agent or representative. Employees must not direct or encourage anyone to destroy records relevant to an investigation. If an inspector appears at your restaurant or someone arrives to serve legal papers, immediately notify your manager, who will follow the appropriate procedures and contact the Legal Department.

Intellectual Property and Proprietary Information

Confidential Information

During the course of employment at (Insert Company Name), all employees gain some knowledge and information which is nonpublic and proprietary. Employees are trusted with maintaining the confidentiality of this information. If this information were known outside the Company, it could harm (Insert Company Name) and its employees. Confidential information includes: supplier information, our technologies, recipes, formulas, business and marketing plans, and existing and future product information. (Insert Company Name) information should be used only for Company purposes and should not be disclosed to anyone outside of (Insert Company Name) unless they have signed a non-disclosure agreement in advance, which is approved by the Legal Department. Even within (Insert Company Name), only those individuals who truly need to know to conduct their business should have access to confidential information. If you leave our company, you must return all Company materials and property.

Some basic rules to follow include:

* DON’T bring any papers or computer records from prior employers to (Insert Company Name).
* DON’T accept or use anyone else’s confidential information (or agree to maintain anyone’s information in confidence) except under an agreement approved by the Legal Department.
* DON’T solicit confidential information from another Company’s present or former employees.
* DON’T engage in “espionage”; be above board in obtaining information about the marketplace.

Other Intellectual Property

As an employee, the things you create for (Insert Company Name) belong to the Company. This “work product” includes inventions, discoveries, ideas, improvements, artwork, and works of authorship. This work product is (Insert Company Name) property (and does not belong to you) if it is created or developed, in whole or in part, on Company time, as part of your duties or through the use of (Insert Company Name) resources or information. This means you have rights to any invention for which no equipment, supplies, facility, or trade secret or confidential information of (Insert Company Name) was used and which was developed entirely on your own time, unless the invention relates to the business of (Insert Company Name), or to (Insert Company Name) actual or demonstrably anticipated research or development, or the invention results from any work that you performed for (Insert Company Name) during the term of your employment relationship with (Insert Company Name). Employees must promptly disclose to (Insert Company Name), in writing, any such work product and cooperate with the Company’s efforts to obtain protection for (Insert Company Name). To ensure that (Insert Company Name) receives the benefit of work done by outside consultants, it is essential that an appropriate agreement or release be in place before any work begins.

Our brands, including the (Insert Company Name) name, are extremely valuable to our success. Brands are fragile and must be used carefully and protected from others’ misuse. Consult (Insert Company Name) Legal Department if you have questions about guidelines for proper trademark usage.

When (Insert Company Name) uses the work product of others, including art and music, we must also be sure to follow the rules. For example, you should only use software for which you have a valid license and should only use that software in accordance with the terms of the license for that software. Written materials and music may be subject to copyright protection and should only be copied when permitted. Use caution, as not all copyrighted materials bear a notice.

Company Records

(Insert Company Name) retains its records only for as long as the records are being actively used, unless the law or business needs require longer retention. This policy applies to records maintained in all forms at (Insert Company Name), including records kept in written and electronic form.

(Insert Company Name) does not knowingly destroy or discard evidence. Records relevant to a legal action cannot be destroyed or discarded without the approval of the Legal Department. If (Insert Company Name) receives a subpoena, a request for records or other legal papers or if we have reason to believe that such a request or demand is likely, the Company policy is to retain all records which are relevant to the matter. If you receive such a request or other legal papers, notify your manager immediately.

Employee Benefits

Eligible employees at (Insert Company Name) are provided a wide range of benefits. A number of the programs (such as Social Security, workers' compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by federal, state and local law. Benefits eligibility is dependent upon a variety of factors, including employee classification. Your supervisor can identify the programs for which you are eligible.

Vacation Time

Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Regular full-time employees are eligible to earn and use vacation time as described in this policy.

Employees are not eligible to receive any payment for vacation time until they complete one year of service. If employment is terminated before the end of their one-year anniversary date, employees will have no earned vacation pay.

If an employee leaves after completing one year of service and provides the required notice, their vacation time will be paid. If they fail to take vacation within the time period specified, or resign without giving notice, they may forfeit their vacation pay, depending on state law.

Employee vacation requests must be approved by their supervisor. If the employee wishes to receive vacation pay in advance, the request must be submitted to Payroll at least two weeks before the start of the vacation.

(Insert Company Name) reserves the right to determine vacation schedules, to rearrange vacation schedules at any time, to select any period within the year, and to shut down completely all or any part of the Company for vacation purposes, as circumstances may prescribe. Further, (Insert Company Name) may alter its vacation policy at any time.

A full-time employee will earn \_\_\_\_ days paid vacation after one full year of continuous service, and \_\_\_\_ days after two full years of continuous service. The “vacation year” starts on the employees’ anniversary date and runs to the anniversary date of the following calendar year. Unused vacation allowance will be forfeited.

Vacation days may be used at the discretion of the employee. However, any vacation requests in excess of seven consecutive days must be submitted and approved no less than four weeks prior to the desired vacation. Also, paid vacation time can be used in minimum increments of one day.

An employee promoted, demoted, or transferred to a position having a different vacation allowance will begin accruing vacation allowance on the basis of the vacation allowance for the new position.

Unemployment Insurance

(Insert Company Name) covers all of its employees by Unemployment Compensation Insurance. This is a cost that is covered by the Company, however, state law will determine your eligibility and benefits for unemployment compensation. If you are eligible you will receive weekly benefits based upon your previous earnings calculated over a certain number of calendar quarters preceding the time of your application for unemployment benefits. It is important to note that unemployment benefits are not guaranteed in the event of your termination. Certain scenarios (even times when you are terminated involuntarily) may preclude you from collecting unemployment benefits. Furthermore, nothing contained in this Handbook should be construed to limit (Insert Company Name)’s ability to dispute unemployment benefit claims that it determines to be in bad faith or ineligible.

Family and Medical Leave of Absence (FMLA) Policy

**Family and Medical Leave Act (FMLA)**

The Company provides family and medical leave in accordance with the terms and conditions of the federal Family and Medical Leave Act. You should contact your manager/supervisor as soon as you become aware of the need for a FMLA Leave. Accepting other employment, continuing to work in another job, or filing for unemployment insurance benefits while on FMLA leave may be treated as a voluntary resignation from employment, unless you and the Company have agreed otherwise in writing.

**Employee Eligibility**

To be eligible for FMLA Leave benefits, you must:

1. have worked for the Company for a total of at least 12 months;
2. have worked at least 1,250 hours over the previous 12 months as of the start of the leave; and
3. work at a location where at least 50 employees are employed by the Company within 75 miles, as of the date the leave is requested.

**Reason for Leave**

Because an employee’s rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. FMLA Leave may be used for one of the following reasons:

1. the birth or adoption of a son or daughter, or placement with the employee of a son or daughter for adoption or foster care (“Bonding Leave”) (eligibility for this type of leave expires 12 months after the birth, adopted, or placement);
2. to care for an immediate family member (spouse, child, or parent with a serious health condition (“Family Care Leave”);
3. an employee’s inability to work because of a serious health condition (“Serious Health Condition Leave”);
4. a “qualifying exigency,” as defined under the FMLA, arising out of a spouse’s, child’s, or parent’s active duty or call to active duty in a foreign country as a member of the Armed Forces or Reserves (“Military Emergency Leave”); or
5. to care for a spouse, child, parent, or next of kin (as defined under the FMLA) who is a member or eligible veteran of the Armed Forces who has incurred or aggravated a serious injury or illness in the line of duty, as defined by the FMLA (“Military Caregiver Leave”).

**Length of Leave**

The maximum amount of FMLA Leave is twelve (12) workweeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and/or (4) Military Emergency Leave. However, if both spouses work for the Company and are eligible for leave under this policy, the spouses will be limited to a total of 12 workweeks of FMLA leave between the two of them when the leave is for Bonding Leave or to care for a parent using Family Care Leave. A 12- month period begins on the date of your first use of FMLA Leave. Successive 12-month periods commence on the date of your first use of such leave after the preceding 12-month period has ended.

The maximum amount of FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of twenty-six (26) workweeks in a single 12-month period. A "single 12-month period" begins on the date of your first use of such leave and ends 12 months after that date.

For example, you take 12 workweeks of FMLA leave to bond with a newly adopted child. Later, but within the 12 months after you took the first FMLA leave, you wish to take FMLA leave to care for a spouse, child, parent or next of kin under the Military Caregiver Leave provision of this policy. Because the law allows extra time off for Military Caregiver Leave, you will be allowed to take this time off, so long as the total amount of leave does not exceed 26 workweeks.

If both spouses work for the Company and are eligible for leave under this policy, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military

Caregiver Leave only or is for a combination of:

1. Military Caregiver Leave and
2. Military Emergency Leave, Bonding Leave, and/or Family Care Leave.

Under some circumstances, you may take FMLA Leave intermittently—which means taking leave in blocks of time, or by reducing your normal weekly or daily work schedule. Leave taken intermittently may be taken in increments of one (1) hour or more.

**Bonding, Family Care, and Serious Health Conditions Leave Requirements**

Employees may be required to provide:

1. 30-day advance notice when the need for the leave is foreseeable;
2. advance notice within one or two business days after learning of the need for leave when the leave is not foreseeable;
3. when the leave relates to medical issues, a completed Certification of Health-Care Provider form within 15 calendar days (these forms are available from the Benefits Administrator); and
4. periodic reports during the leave.

At the Company’s expense, the Company may also require a second or third medical opinion regarding your own serious health condition. Employees are expected to cooperate with the Company in obtaining additional medical opinions that the Company may require.

When leave is for planned medical treatment, you must try to schedule treatment so as not to unduly disrupt the Company’s operation. Contact your Benefits Administrator or Employee Relations Advisor prior to scheduling planned medical treatment.

**Failure to Provide Certification and to Return from Leave**

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If you fail to return to work at your leave’s expiration and have not obtained an extension of the leave, the Company will assume that you do not plan to return to work and have voluntarily terminated your employment. Employees are expected to provide prompt notice to the Company of any change(s) to an employee’s return to work date.

**Benefits During Leave**

The Company will continue making contributions for your group health insurance during your leave on the same terms as if you had continued to work. This means that if you want your insurance coverage to continue during your leave, you must also continue to make any premium payments that are due.

Employees who fail to pay their share of health insurance premiums in a timely manner may, after notice, be terminated from the group health insurance plan, and the termination may be retroactive to the last date their share of the premiums were paid in full. In some instances, the Company may recover premiums it paid to maintain health insurance coverage if the employee fails to return to work following a FMLA Leave.

Your length of service as of the leave will remain intact, but accrued benefits such as vacation and sick leave will not accrue while on an unpaid FMLA Leave. Further, you will not be eligible for paid holidays which may occur during the leave.

**Job Reinstatement**

Under most circumstances, you will be reinstated to the same position held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, you have no greater right to reinstatement than if you had been continuously employed rather than on leave.

For example, if you would have been laid off had you not gone on leave, or if your position has been eliminated during the leave, then you will not be entitled to reinstatement. Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit documentation from his/her health care provider that certifies the employee can perform the essential functions of the job, with or without accommodation.

“Key employees,” as defined by law, may be subject to reinstatement limitations in some circumstances. If you are a “key employee,” you will be notified of the possible limitations on reinstatement at the time you request a leave.

Disability Accommodations

(Insert Company Name) is committed to fully complying with the Americans and Disabilities Act (ADA) and all other applicable federal, state, and local laws to ensure equal opportunity in employment for qualified persons with disabilities. Our hiring procedures provide an opportunity for persons with disabilities to have meaningful employment. Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position. Post-offer medical examinations may be required for those positions in which there is a bona fide job-related physical requirement; however, they are given to all persons entering the position only after conditional job offers. Medical records will be kept separate and will be held strictly confidential.

Reasonable accommodations are available to all disabled employees, where their disability affects the performance of job functions. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual. Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as in job assignments, classifications, organizational structures, position descriptions, lines of progression, and seniority lists. Leave of all types will be available to all employees on an equal basis.

Military Leave

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable. The leave will be unpaid. However, employees may use any available paid time off for the absence.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.

Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws. Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service. Contact the General Manager for more information or questions about military leave.

Medical Leave of Absence Policy

If an employee is unable to perform the functions of his or her position because of a serious health condition, a Medical Leave may be granted not to exceed 12 weeks. To find out if you are eligible for a medical leave, contact the General Manager or Owner.

Pregnancy Disability Leave

(Insert State Specific Guidelines)

Paid Sick Leave

Each full time employee will receive (insert amount) personal days and (insert amount) sick days, with pay. Each day shall constitute 8 hours of pay. Sick days require a doctor’s note confirming the absence due to illness in order to receive pay. This time off cannot be added to a paid vacation week nor on to a holiday. Personal days may be taken any time throughout the year. Personal days must be requested and approved in advance. You will receive 8 hours paid time off at your regular rate of employment. Overtime does not apply to any paid time off.

(Insert State Specific Guidelines)

Jury Duty Leave

We encourage employees to fulfill their civic responsibilities by serving their jury duty when required. Employees may request unpaid jury duty leave for the length of absence. If desired, employees may also use any available paid time off (for example, vacation benefits). Regardless, employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Employees are expected to report for work whenever the court schedule permits. (Insert Company Name) will continue to provide health insurance benefits for the full term of the jury duty absence.

Time Off to Vote

(Insert State Specific Guidelines)

Employment at Will

Your employment with (Insert Company Name) is considered to be “at-will” and does not guarantee any specific terms or length of employment. It is important you consult with an attorney before signing any forms, and we encourage you to do so before accepting this handbook.

The “at-will” employment relationship is one that is voluntarily entered into. This means that you, the employee, are free to resign at will at any time, with or without cause; and similarly, (Insert Company Name) may terminate the employment relationship at will, at any time, with or without notice or cause. However, we cannot terminate you for any reasons that would violate local, state, or federal law.

Performance Evaluations

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. However, we understand that this is not always practical. To ensure all of our employees get the time and attention they deserve toward their professional development, as well as to ensure proper growth from within the company, (Insert Company Name) will periodic performance reviews of all of our employees. You and your supervisor need to discuss performance standards and objectives as well as your results compared to those standards. These meetings should be mutually beneficial, for it is the responsibility of you and your supervisor not only to review performance, but also to identify and resolve problems and to identify performance and growth opportunities.

Code of Conduct

To avoid any misunderstanding, listed below are examples of some (not all) violations which can result in immediate disciplinary action and/or dismissal. This does not constitute an employment contract. Employees may terminate employment with (Insert Company Name) at any time, for any reason or no reason at all. This list is not all-inclusive and is subject to change. (Insert Company Name) may terminate an employee at any time, for any reason or no reason at all. In other words, all employees are employed-at-will.

To maintain a professional restaurant with quality food, excellent service and reasonable prices, we have determined a minimum number of policies and procedures that must be followed. We ask, in the interest of achieving these goals, that you familiarize yourself with and conform to these policies and procedures.

Reasons for Reprimand or Termination

**Reasons for reprimand or termination include but are not limited to:**

* Any act that endangers the safety or health of others
* Careless, negligent, or improper use of authority
* Conviction of a crime that impairs the desirability of continued employment (theft, fraud, sexual assault, etc.)
* Destruction of property
* Discourtesy to a customer
* Disloyalty to (Insert Company Name) in the presence of customers
* Drinking or drug use prior to your shift, during work hours, or in the restaurant or parking lots; reporting for work in an impaired state; conviction of using, selling, or possessing any controlled substance
* Failure to carry out any order given by a management representative, including refusal to do assigned work and other acts of insubordination
* Failure to maintain satisfactory and harmonious working relationships with the public or other employees
* Failure to report for a scheduled shift
* Failure to report personal injury or accidents within 24 hours of the occurrence
* Failure to report to work without notification (defined as voluntary resignation)
* Falsifying a time-keeping record, business expense report or other report, record or work-related document
* Releasing confidential information without written authority
* Foul and abusive language
* Gambling on (Insert Company Name) property
* Improper cash handling procedures
* Using the safe as your personal bank account
* Sharing the safe combination
* Making decisions for your own personal gain such as selling old food product in order to preserve costs, or manipulating inventory
* Leaving the restaurant unlocked, leaving the safe unsecured or leaving the alarm unarmed
* Insubordination
* Intentional violation of safety and/or sanitation rules
* Intentionally giving false or misleading employment information
* Job abandonment, failure to report for a scheduled shift
* Conduct unbecoming of an Employee and/or detrimental to the image of (Insert Company Name)
* Abusing the meal discount program or allowing others to do so; must not be used to cover up product shortages/food loss.
* Being in or entering the restaurant alone, unless specifically scheduled to do so
* Allowing non-employees to work for (Insert Company Name)
* Allowing employees (or non-employees) to work off the clock
* Allowing family members, friends, significant others, etc. to wait inside the restaurant while opening or closing
* Performing personal business on company time
* Personal visits during business hours
* Spreading rumors/gossip
* Smoking or eating in prohibited areas
* The possession or use of any kind of weapon or other dangerous implement on company premises
* Theft of property belonging to customers, co-workers or (Insert Company Name)
* Unauthorized or improper use of any type of leave
* Unauthorized use of company equipment
* Unsatisfactory job performance
* Violation of company rules, regulations, policies, and procedures
* Violation of no solicitation/no distribution rules
* Violence or sexual harassment, willful destruction of property, and theft or dishonesty towards (Insert Company Name), its customers or its Employees
* Giving out confidential information

Company premises include all buildings, grounds and parking areas used by (Insert Company Name) to conduct business. Aiding or abetting any of the listed offenses will result in the same corrective action as the offense involved. If three offenses occur that merit a written warning or a final written warning within a rolling six-month period of time, termination could occur regardless of the offense. However, depending on the severity of the offense, termination could occur without warning.

**Conducting any of the following offenses will result in immediate termination:**

1. Drinking or drug use prior to your shift, during work hours, or in the restaurant or parking lots; reporting for work in an impaired state; conviction of using, selling, or possessing any controlled substance
2. Theft, fraud, embezzlement, or other proven acts of dishonesty including falsifying documentation and trade outs of goods for personal gain.
3. Creating a hostile work environment (fighting, creating a scene, etc.)
4. Job abandonment, the failure to report to work for scheduled shift without properly notifying immediate supervisor, or failing to submit required documentation, medical or other, requested by the company.
5. Any harassment of another Employee (verbal, physical, written, or visual) including sexual harassment such as offensive gestures, unwelcome advances, jokes, touching, or comments made to or about another employee, manager, vendor or customer.

Progressive Discipline

(Insert Company Name)’s own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future. (Insert Company Name) may use progressive discipline at its discretion; however, (Insert Company Name) maintains its right to terminate employment at will, with or without cause or advance notice.

Progressive discipline means that, with respect to most disciplinary problems, these steps will normally be followed: a first offense may call for a verbal Warning; a next offense may be followed by a written warning; another offense may lead to a suspension; and, still another offense may then lead to termination of employment. If more than 3 months have passed since the last disciplinary action, the process will normally start over.

Disciplinary action may call for any of four steps -- verbal warning, written warning, suspension with or without pay, or termination of employment -- depending on the severity of the problem and the number of occurrences. Additionally, there may be circumstances when steps are bypassed, and/or it is necessary to terminate an employee without going through the usual progressive discipline steps. By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and (Insert Company Name).

Safety Policy

(Insert Company Name) is committed to providing all employees with a clean, safe, and healthy work environment. To achieve this goal, we must recognize our shared responsibilities to follow all safety rules and practices, to cooperate with officials who enforce those rules and practices, to take necessary steps to protect ourselves and other employees, to attend required safety training, and to report immediately all accidents, injuries and unsafe practices or conditions.

**Accident Prevention**

We all have a responsibility to each other to make (Insert Company Name) a safe place to work. If you see any unsafe situation or practice, report it to your manager immediately.

Following are some examples of situations that must always be reported to your manager:

* Wet or slippery floors or stairs
* Equipment that is even partially blocking traffic areas
* Exposed or unsafe wires or switches
* Exposed sharp edges of any type
* Equipment that even appears to be defective
* Anything that remotely seems to be a fire hazard

If you have or observe an accident involving a personal injury, even if it appears minor, report it to your manager promptly.

Adhere to the following guidelines to prevent accident or injury:

1. Report any condition or practice that appears unsafe to your manager immediately.
2. Operate only equipment that you are trained and authorized to use.
3. Observe regulations that permit eating only in designated areas of our facility.
4. Do not block fire corridors or fire exit doors. Furniture, equipment, or electrical cords may not be stored in front of exit doors.
5. Familiarize yourself with the location of all fire extinguishers in all areas of our buildings.
6. Approach stairwells and intersections carefully. Do not run in the building.
7. Familiarize yourself with emergency evacuation procedures.
8. Do not bring unauthorized visitors or children into our building.
9. Report injuries to yourself, fellow employees, or visitors, however minor, to your manager immediately. Your manager will assist in arranging for appropriate medical attention.
10. If you are injured on the job, you may be entitled to benefits under the Workers' Compensation law of the state in which you work. (Insert Company Name) carries Workers' Compensation insurance and will assist you in getting all of the benefits to which you are entitled. To ensure that you receive these benefits when necessary, report every accident or injury, no matter how slight, to your manager at the end of your scheduled work shift.

Policy Against Workplace Violence

We are committed to providing and maintaining a safe workplace. In keeping with this commitment, we have a zero tolerance policy regarding actual or threatened violence against co-workers, visitors, or any other persons in the stores or office with whom our employees have contact in the course of their duties.

We expect all employees and persons who have contact with our employees to perform their duties and conduct themselves in a professional and businesslike manner and to refrain from threatening, disruptive, and violent behavior. The company prohibits all forms of violent, threatening or disruptive behavior made by or against any employee of the company or any other person on the premises who have contact with company employees during the course of their duties.

This includes but is not limited to:

* Threats of violence
* Use of abusive language
* Making annoying or threatening phone calls, emails, or other communications
* Displaying or threatening the use of weapons
* Harassment
* Destroying company property
* Using or attempting to use actual physical violence against another person

And any other conduct that (Insert Company Name) may consider endangers the safety or well-being of any employee or any other person on the premises who may have contact with company employees during the course of their duties.

Any person who engages in conduct deemed to have violated this policy is subject to disciplinary action up to and including immediate termination.

If an employee is in fear of imminent danger – he or she should call 911 immediately. In a non-emergency situation, any action that causes an employee to feel unsafe should be reported to the manager. Truthful reporting of violations of this policy will not subject any employee to retaliation, discipline, or reprisal of any kind.

Substance Abuse and Weapons

In order to promote the safety of our employees, customers, and suppliers, (Insert Company Name) has a strict policy regarding substance abuse and weapons. Employees are not permitted to use or possess alcoholic beverages on Company property, except at (Insert Company Name)-sponsored social events where (Insert Company Name) permits alcohol. An exception applies if your job involves the sale of alcohol, but in that case you may not consume the alcohol and must participate in any special training required for that business. You also may not use or possess illegal drugs or controlled substances on (Insert Company Name) property or while you are engaged in any job-related activity. Employees may not report to work with alcohol or illegal drugs or controlled substances in their system. Employees may not have or possess any weapon while in a (Insert Company Name) restaurant or on other (Insert Company Name) property, to the extent allowed by law.

(Insert Company Name) is committed to providing a safe, efficient, and productive work environment for all employees. Using or being under the influence of drugs or alcohol on the job may pose serious safety and health risks. To help ensure a safe and healthful working environment, job applicants and employees may be asked to provide body substance samples (such as urine) to determine the illicit or illegal use of drugs and alcohol. Refusal to submit to drug testing may result in disciplinary action, up to and including termination of employment.

Drug testing may be required after any accident, vehicle or workplace, and appropriate action will follow.

Questions concerning this policy or its administration should be directed to the General Manager.

Hazard Communication Program

(Insert Company Name) complies with federal and state laws to provide employees with information regarding hazardous substances in the workplace.

(Insert Company Name) relies on Material Safety Data Sheets (MSDS) obtained from suppliers to meet these requirements.

The General Manager is responsible for compiling MSDS and maintaining the master file.

MSDS are made for employee use and review in the back of the house. The MSDS are kept either on the bulletin board, in the facilities book, or on the back wall.

If a required MSDS is not obtained upon receiving a new substance, the General Manager is to contact the manufacturer to obtain an MSDS for the new substance.

All contained substances used in the workplace must be kept in containers with the chemical type labeled on each container.

**Training**

Prior to initial work assignment, each employee will undergo training regarding this Hazard Communication Program and the use of MSDS in the workplace. **By signing the Receipt and Acknowledgment of Employee Handbook Form, the employee acknowledges training of (**Insert Company Name**) Hazard Communication Program.**

Each employee is made aware of the location of the MSDS book. If a major change in the program or types of chemicals utilized occurs, re-training of all employees will occur. In these training sessions, all employees will be made aware of his/her “right to know”, and the location of this information within his/her worksite.

Any contractor to work or operate in a (Insert Company Name) location will notify and train their employees of the contractor’s Hazard Communication Standards. The location of (Insert Company Name) MSDS Book will make it readily available for any contractors in need of this information, fulfilling the contractor’s right to know.

Termination

Voluntary resignation occurs when an employee quits his or her employment with (Insert Company Name) or fails to report to work without notice to, or approval by, his or her supervisor. All Company-owned property including keys and uniforms must be returned immediately upon termination of employment. If an employee is terminated from his or her position, wages will be paid (Insert State Specific Guidelines).

Involuntary resignation occurs when an employee is terminated with or without cause. Upon termination, all Company-owned property including keys and uniforms must be returned immediately upon termination of employment. Employees will be paid all wages due at the time of termination.

\_\_\_

This Handbook contains only general information and guidelines.  It is not intended to be comprehensive or to cover all possible applications of, or exceptions to, the general policies and procedures described.  If you have specific questions regarding how the content provided in this Handbook applies to you, please direct your questions to your supervisor or the owner.

This Handbook is not an employment agreement or contract.  It does not guarantee any fixed terms and conditions of employment.  Your employment is “at will” and is not for any specific length of time.  You may resign at any time, without prior notice, and for any reason.  In addition, (Insert Company Name) may terminate your employment at any time, without prior notice, and for any reason (except as prohibited by applicable law).

If a provision of this Handbook conflicts with a federal, state or local law, the provisions of the law will apply. Contact management if you have questions on specific laws.

The policies, procedures, practices, and benefits contained herein may be modified or discontinued at any time.  This Handbook supersedes any previous handbooks or policies relating to the subject matter covered in this Handbook.

Waiver

The provisions of this Employee Handbook cannot be waived. (Insert Company Name) management does not have the authority to approve waivers to this Employee Handbook.

Receipt of (Insert Company Name) Employee Handbook

I acknowledge that I have received and have had an opportunity to read a copy of the (Insert Company Name) Employee Handbook. I understand that this Employee Handbook is solely for the purpose of summarizing (Insert Company Name)’s current policies, benefits and rules, **that it is not a contract or enforceable promise or guarantee of any kind, whether of employment or of any specific terms or conditions of employment or procedural rights,** and that any or all portions of this Handbook may be amended or eliminated from time to time without advance notice. I understand that my employment with (Insert Company Name) is at-will, and can be terminated either by me or by (Insert Company Name) at any time, for any reason, with or without notice.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Employee’s Name & Signature Date