



## Team Member Handbook

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## **Welcome & Introduction**

Welcome to Chick-fil-A at Renaissance Village and/or Research Triangle! We are glad you chose to work with us, and we are excited to have you on our team. We hope that your employment here will be a challenging and rewarding experience.

This Handbook is designed to better acquaint you with some of the personnel policies, work rules, and benefits at 21 Falcon, LLC. The Handbook contains current information about various policies that have been established by your Operator for this business. You should review this Handbook carefully. As an employee at this restaurant, **you will be expected to uphold and fulfill these policies**. We encourage you to ask questions, make suggestions, or express concerns. We appreciate your support of these policies.

Please note that these policies will be reviewed periodically and updated from time to time. 21 Falcon, LLC reserves the right to amend, modify, change, supplement or delete as it deems necessary any provision of this Handbook, in whole or part, with exception to the At-Will Employment policy statement that follows this section. Any changes that are made to this Handbook will be made known to you through an updated Team Member Handbook, postings on digital boards in our restaurant, emails, and/or a meeting led by the franchised Operator of these Chick-fil-A restaurant businesses. The Operator and/or Leadership Team will attempt to keep this Handbook current, however, there may be times when policies will change before the Handbook can be revised. This Handbook replaces all prior conflicting published or unpublished policies regarding the matters addressed in these materials.

This Handbook cannot anticipate every situation or answer every question about employment. The Operator must administer the issues contained in this Handbook with flexibility as may be necessary. The Operator's and/or Leadership Team's interpretation of these policies and procedures is final and binding.

## **At Will Employment**

Your employment at 21 Falcon, LLC is at-will, meaning that either you or we may terminate your employment at any time with or without notice or cause, for any reason not prohibited by law. Nothing in this Handbook or any other team member policy document at our Restaurant is to be construed as an agreement between you and the Company regarding the duration of your employment or the circumstances under which your employment may be terminated. Additionally, please understand that nothing in this Handbook or in any other team member policy document or statement (written or unwritten) creates or is intended to create an expressed or implied contract, covenant, or representation of continued employment. Nothing in this Handbook or in any other written or unwritten policy, document, or statement shall alter or limit the "at-will" nature of your employment.

## **Chick-fil-A, Inc. Background**

The Chick-fil-A story started in 1946 in Hapeville, GA, when Truett Cathy opened his first restaurant, Dwarf Grill. Credited with inventing the original boneless breast of chicken sandwich, Mr. Cathy founded Chick-fil-A, Inc. in the 1960s and pioneered the establishment of restaurants in shopping malls. The first Chick-fil-A restaurant opened at a mall in suburban Atlanta in 1967. Since then, Chick-fil-A has steadily grown to become the second largest quick-service chicken restaurant chain in the United States, with more than 1900 locations.. Chick-fil-A, Inc. is still privately held and family owned.

## **Our Chick-fil-A Restaurants**

Our Chick-fil-A restaurant businesses are owned and operated by John White, IV under the company name 21 Falcon, LLC.

### **Commitment to Hospitality**

As an organization, we strive to maintain an atmosphere of hospitality for all customers. We want to create a pleasant experience for all who visit our restaurants. We maximize the opportunity to build the business and to positively influence others by creating a welcoming environment. We are hospitable to all customers.

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

### **Closed on Sundays**

Chick-fil-A restaurants are, and always have been, closed on Sundays. The chain's founder, Truett Cathy, wanted to ensure that all employees have at least one day each week as an opportunity for rejuvenation, rest, and personal activities. At this Restaurant, we are always closed on Sundays.

### **Civility & Equal Employment Opportunity Policies**

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

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

Our policy also provides for "**reasonable accommodation**" of disabilities on a case-by-case basis, in accordance with applicable law. As part of our commitment to equal employment opportunity, it is and has been our policy to ensure that all individuals are provided equal employment opportunities without regard to disability. Accordingly, we will make reasonable accommodation for the physical and/or mental limitation(s) of an otherwise qualified individual with a disability - whether an applicant or a current employee - unless undue hardship would result.

If an individual believes that he or she needs a reasonable accommodation due to a disability, it is the individual's responsibility to inform the Operator and/or Leadership Team to request a reasonable accommodation. Requests for an accommodation and other inquiries, reports or information provided

pursuant to this policy will be maintained as confidentially as possible, with information being disclosed only on a need to know basis. Upon notification that a disability may exist, the organization will engage in an interactive process with the individual to determine whether a reasonable accommodation can be made without resulting in undue hardship. We may need information from an employee's physician(s) or other health care provider(s) to determine whether an appropriate reasonable accommodation can be implemented.

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

### **Non-Harassment Policy**

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

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

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

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

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

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

Everyone is accountable for reporting concerns or perceived violations of this policy. Every individual has responsibility for ensuring compliance with this policy. We cannot resolve matters that are not

brought to the attention of an appropriate member of management. Accordingly, anyone who believes he or she is being subjected to prohibited discrimination, harassment or retaliation by a co-worker, manager or any other individual (whether or not the individual is employed at our Restaurant), or anyone who believes he or she has witnessed or learned about such conduct, is directed to immediately report such incidents and/or information to the Operator and/or Leadership Team.

21 Falcon LLC will respond appropriately if concerns or issues are reported. Our Restaurants take any concerns or reports implicating this policy seriously. We will conduct or direct a prompt and thorough investigation of any report, observation or complaint of discrimination, harassment or retaliation. We will take corrective action as may be appropriate based on the results of any such investigation. Since allegations of this nature are very serious for all concerned, employees will be expected to cooperate fully with any efforts to conduct investigations and otherwise enforce this policy. For the same reasons, all reports or complaints will be handled as confidentially as possible. Information related to a report or investigation will be shared only on a limited "need to know" basis.

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

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

### **Compensation**

Your pay rate will be explained to you at the time you are hired. If your pay rate changes during your employment (for example, if you are awarded a raise or if your pay rate should be decreased for some reason), any change will be communicated to you and discussed with you by the Operator and/or Leadership Team.

Pay raises are based on business factors including, but not limited to, job performance, merit, attendance and attitude. Bonuses or other incentive pay may be provided to team members from time to time in recognition of, for example, extraordinary efforts or results. Such payments shall be awarded, if at all, at the discretion of the Operator and Executive Director of Operations.

Please be aware that pay rates for team members may vary due to factors or circumstances which apply to each individual, including but not limited to experience in the restaurant, experience in the restaurant industry, job performance, attitude and other factors.

Annual performance evaluations will be one opportunity for compensation increase recommendations. Part-time and full-time team members will be evaluated once per year. Team Leaders and Managers will be evaluated twice per year. Senior Leadership team will be evaluated once per year.

### **Confidentiality of Compensation & Benefits Policy**

Employees are prohibited from discussing their compensation levels and company benefits with other employees. Such information is confidential and may not be discussed in the workplace. Any employee violating this policy will be considered to have committed a breach of confidentiality and will be subject to disciplinary action beginning with one week suspension.

## **Pay Periods**

- The pay period for our Restaurants end bi-weekly on Saturday. Employees will receive a paycheck once every two weeks.
- Your paycheck will be available on the Thursday afternoon after the pay period ends.
- You cannot receive your check in advance of the end of the pay period.
- You cannot cash your check in the Restaurant.
- If you choose to use our direct deposit system your check will be deposited in your account on the Thursday afternoon after the pay period ends.

## **Overtime Premium Pay**

- You will be paid at 1.5 times your regular hourly rate of pay for any time worked over 40 hours in one work week.
- For purposes of calculating overtime premium pay under this policy, the work week at our Restaurant begins on Sunday at 12:01 a.m. and ends on Saturday at 12:00 a.m. In addition, the "workday" is defined as beginning at 12:01 a.m. each day and ending at midnight that evening.
- **You are directed not to work any overtime unless it has been specifically approved by your Operator and/or Leadership team.**

## **Scheduling**

The work schedule for our Restaurants will be emailed for the following week no later than midnight on Saturday (it will typically be posted even earlier). You are responsible for working your scheduled hours. If there is an emergency or if for any other reason you cannot work your scheduled shift, you are responsible for finding a replacement. You should never change the schedule without the approval of the Restaurant Manager responsible for that shift.

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

## **Requesting Time Off**

Please submit any requests for time off before 5pm the Monday of the preceding week. In other words, submit requests the Tuesday before the Saturday on which the following week's schedule is posted. The schedule maker will attempt to accommodate your scheduling requests if possible, consistent with the need to staff the restaurant appropriately to meet the needs of our business and our customers.

If you need time off after the schedule has been posted, it is your responsibility to make arrangements with another team member at your level to work your scheduled shift. This change, to be effective, must be approved by a Restaurant Manager.

**Requests for vacation should be submitted in writing or electronically at least one month in advance.**

Requests for time off that are not made in accordance with this policy may be denied unless the time off is for leave mandated by federal, state, or local law and you are qualified and have complied with all procedural requirements in requesting the leave.

## **Breaks, Employee Meals, & Employee Discount**

Depending upon the hours you work on a given day, you may be entitled to multiple breaks. The Shift Leader will coordinate all breaks to make sure that the necessary number of team members are on duty at all times.

### **Breaks**

You will be entitled to one 30-minute unpaid break for each work period of 5 consecutive hours. For example, if you work from 12:00 to 5:00, you will be entitled to one 30-minute unpaid break. You should take your break only at a time approved by the Shift Leader.

### **Employee Meals**

As a team member, you will be provided with the following food and beverage benefits:

- If you work any shift over two hours you are entitled to an employee meal up to but not exceeding a \$8.00 value including tax. Must be consumed before or after shift in break room/designated employee area.
- If you choose to split your employee meal amount, you must hold on to the receipts to turn in for proof of a total equal to or less than \$7.00.

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

- You must eat your free meal in the break room/designated employee area. You may not take your meal off the premises.
- You may not take any unfinished portion of any free meal provided or received under this policy out of the restaurant, with exception to a milkshake or break beverage.

### **Employee Discount**

Employees receive a fifty percent discount for all menu and catering items. You may take advantage of this privilege as often as you wish. Employee discount of fifty percent will be given to employees, their spouse, and children as long as the employee is present. Discount will not be permitted for employee's friends or family outside of spouse and children. Discounted transactions require a signed receipt by the employee and Manager/Shift Leader. All catering orders must be placed a minimum of 24 hours in advance and must be approved by an Operational Leader.

### **Attendance and Punctuality**

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

If, for any reason, you will be tardy or unable to report for work on a scheduled workday, you must call your the restaurant to speak to a manager on duty at least two hours, or as soon as is practicable, before the time you are scheduled to begin work. You must provide management with a valid reason or explanation, as well as the expected duration of any absence.

Similarly, team members who need to leave work early for any reason must first obtain the permission of their immediate Manager or Shift Leader. Failure to notify management of any anticipated absence, the need to leave work early, or delay in reporting for work may be grounds for disciplinary action, up to and including termination.

Excused absences are those taken in accordance with any established sick time, leave time, or vacation policies, or the law, and for which the team member gave sufficient notice to a Restaurant Manager. Unexcused absences occur when an employee fails to give sufficient notice of the absence or when the team member takes time off from work in excess of that permitted under established policies or the law.

Any team member who is absent from work without notice for two or more consecutive work days may be considered to have resigned from his or her employment unless (1) the absence is excused, and (2) the team member gave proper notice of the absence.

### **Time Recording**

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

- You must clock in on our cash register timekeeping system at the beginning of your shift, and at the end of an unpaid meal break. You must clock out at the end of your shift, and at the beginning of an unpaid meal break.
- Your receipt must show the hours that you actually worked. Do not work "off the clock." This means that you may not perform any work at any time when you are not punched-in to work.
- Each team member must record his or her own work hours. Do not clock in or out for another team member.
- If you believe that you need to begin work early (prior to the start of your scheduled shift), or stay late (after the time your shift is scheduled to end), you must obtain approval from the Restaurant Manger or Shift Leader. You must obtain this approval before you perform any work during any time in which you are not scheduled to work.
- **Notify the Operator or Leadership Team immediately of any timekeeping error, any error on our timekeeping system, or any error on your paycheck, so that we can look into the matter and make any necessary corrections. Operator or Manager has the right to manually adjust your time punches according to your breaks and schedule as recognized by you in the Receipt of Time Punch Addendum.**

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

### **Customer Service**

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

- Please remember to always smile at the customer and be friendly.
- Please remember to treat every customer (and all individuals) with honor, dignity and respect.
- Although we strive for 60-second service, please do not rush the customer.
- Remember that the customer is always right. Please do not argue with a customer. If you have a situation with a customer that you cannot handle or that the customer feels has not been handled adequately, then notify a Manager immediately.
- Always stay at your assigned position, unless otherwise directed.



### **Other General Responsibilities**

The following responsibilities also are a part of everyone's job at our restaurant, and are vital to providing our customers with the best possible experience every time they visit our restaurant.

- When you are working as a cashier or otherwise providing food orders to customers, always double-check the order to ensure it is correct before giving it to the customer.
- When you are working as a cashier, never leave a cash register drawer open. Only work out of the drawer assigned to you.
- Everyone is responsible for helping to ensure that stock is rotated properly using "FIFO."
- Everyone is responsible for helping to ensure that the restaurant is as clean as possible. Remember, if there is time to lean, there is time to clean!

These lists are not all-inclusive or exhaustive. Other responsibilities apply to every job at our restaurant. Your supervisor will familiarize you with your responsibilities during training.

### **Age-Restricted Activities**

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

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

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

We do not believe it is necessary to list exhaustively every work rule or standard of conduct for our team members. All team members are expected to perform their jobs well, to conduct themselves in a professional manner at all times, and to treat others with honor, dignity, and respect. Additionally, all team members are expected to comply with any rules applicable to employment in our restaurant (including, but not limited to, the rules set forth in this Handbook).

In some instances of rule violations, improper conduct or unsatisfactory job performance, progressive disciplinary action may be appropriate. Serious instances of rule violations, improper conduct or unsatisfactory job performance, as determined by the Operator or Leadership Team, may result in severe forms of disciplinary action, up to and including immediate termination of employment, without prior progressive disciplinary action.

The following are among the most common grounds for severe disciplinary action, including immediate dismissal:

- Violation of our Civility & Non-Harassment policy;
- Violation of our policy prohibiting violence in the workplace;
- Clocking or punching another team member in or out;
- Clocking or punching in for time the team member (you) did not work, or otherwise submitting to be paid for time the team member (you) did not work;
- Failure to follow restaurant procedures on cash and coupon accountability;
- Reporting to work under the influence of alcohol or illegal drugs;
- Insubordination or disrespect to the Operator, Leadership Team, or management;

- Excessive unexcused tardiness or absence, or failure to notify the Operator of tardiness or absence in a timely manner;
- Dishonesty or falsification of records or documents;
- Use of inappropriate language or other inappropriate behavior directed toward customers or third persons including, but not limited to, profanity, obscenity, cursing, or other foul or offensive language in the restaurant and/or loud or disruptive language or conduct;
- Cash theft which includes, but is not limited to:
  - Taking money from the cash register (which may be revealed by a cash shortage)
  - Writing over-rings for entries not made
  - Failing to ring up a sale or a part of a sale
  - Purposely giving too much change
- Food theft which includes, but is not limited to:
  - Giving away food over the counter without receipt of the appropriate payment and/or coupons in exchange;
  - Giving away food to team members who are not working that shift;
  - Intentionally over-portioning products;
  - Taking food home without payment after closing or finishing your shift;
  - Storing food for later pick-up without payment;
  - Sharing break food with a friend who is not a team member;
  - Signing for food or goods not delivered;
  - Snacking during your shifts with Chick-fil-A products while not on an approved break;
  - Giving out unauthorized promotional material.

Where progressive discipline is appropriate, the following types of disciplinary action may be taken (depending upon the circumstances), and generally may be taken in this order as appropriate:

- Verbal warning(s)
- Written warning(s)
- Suspension without pay
- Termination

Disciplinary actions will be approached on a case-by-case basis, taking into account all the relevant facts and factors of the situation. Therefore, 21 Falcon LLC retains the right to skip any of these steps of progressive discipline if circumstances necessitate. We also reserve the right to discipline an employee at any time for inappropriate conduct or behavior, whether or not such conduct is referenced or mentioned in this policy.

Nothing in this policy is a guarantee that any particular disciplinary steps will be followed in any given case, or at all, and this policy does not reflect any contractual agreement or right of any team member that any particular disciplinary steps will be followed in any given case.

Employment at 21 Falcon LLC remains at-will.

### **Appearance**

We have high standards concerning uniforms and personal appearance, as this is an important element of providing outstanding service to and instilling confidence in our customers. An attractive,

professional uniform and overall appearance will communicate to customers that we care about customer service, quality, and cleanliness. Our business will, consistent with the requirements of federal, state or local law, consider making reasonable accommodations with respect to dress or grooming requirements that are directly related to a team member's religion and/or ethnicity. If an accommodation of this nature is required, please notify your Operator or Leadership Team and be prepared to discuss potential reasonable accommodations.

## Uniforms

- Team members who work on average 30 hours per week or more will receive two free uniforms. Team members who work on average less than 30 hours per week will receive one free uniform. Your uniform consists of pants, shirt, belt, name badge and one pair of shoes. Other items, such as hats, may be provided depending upon your position..
- All employees must be in full uniform in order to work.
- All uniform items (including belts, outerwear and caps) must be from the Chick-fil-A TeamStyle collection.
- All garments should fit properly and be clean, pressed (as applicable) and in good condition (i.e., no holes, fraying, stains, discoloration, etc.).
- Proper undergarments must be worn by all team members.
- Team members must present a professional appearance (neat, clean and well groomed).
- Chick-fil-A name badges must be worn at all times, on outermost garment, on the team member's right chest. Other miscellaneous pins, buttons, stickers and/or ribbons may not be worn on the uniform or affixed to name badge.
- All shirts (except maternity tops) must be worn tucked in.
- Men's polo shirts must be worn with at least the bottom button fastened.
- All buttons must be fastened on women's 3/4-sleeved woven shirts (managers).
- Men must wear solid white or black T-shirts (no printing or graphics) under all shirts. T-shirts are optional for women. All T-shirts must be in good condition (with no holes, fraying, discoloration, etc.) T-shirt sleeve length should not extend below bottom edge of TeamStyle shirt sleeve.
- Mock turtlenecks, from the TeamStyle collection, may only be worn under polo shirts.
- Pants must fit properly and must be hemmed to fall at midpoint of heel. Cuffed and/or pegged pants are not acceptable.
- TeamStyle belt must be worn and must be trimmed so that end does not hang below belt line.
- Shoes must be solid black and be constructed of leather or man-made (non-cloth) uppers with slip-resistant rubber soles (Shoes for Crews will be provided). Closed heel and closed toe styles required.
- Shoes must fit properly with laces tied, unless limited by temporary medical conditions requiring corrective orthopedic devices (due to broken bones, surgeries, etc.).
  - Females must wear solid black socks, black hose or flesh-toned hose.
  - Males must wear solid black socks.
- Chick-fil-A neckties must be worn with all long-sleeved men's shirts. Ties should be properly knotted and securely fastened and fall to the midpoint of the belt buckle. Ties must not be worn with short-sleeved, button-front shirts or with women's shirts.
- Chick-fil-A TeamStyle caps/visors may be worn in the kitchen and/or in order to comply with local health department requirements. Caps/visors must be clean and have no visible stains or

discoloration. Caps/visors should be worn on the head with the bill facing directly forward and above the eyebrows so that eyes are clearly visible under brim of cap.

### **Jewelry**

- No Jewelry is allowed to be worn with the exception of a wedding band or medical bracelet. (Earrings, bracelets, watches, necklaces, piercing retainers or any other jewelry are not allowed)

### **Grooming**

- Good personal hygiene is expected of team members when they report for work (e.g., clean-shaven, bathed, and with appropriate application of body deodorant).
- Hair and nails must comply with local health department requirements and not be past the ends of the fingertip.
- Hair must be clean and worn in good taste so as not to be distracting to customers or fellow team members. Hairstyles must be neat and **professional** in appearance. Unnatural hair colors or eccentric styles (e.g., Mohawks, dreadlocks, shaven designs, etc.) are not permitted.
  - Females: Hair of length long enough for a pony tail must be contained as such or in a bun or braid, etc. Only hair that is too short for a pony tail is allowed to be half up, half down. No hair accessories are permitted, with exception to a head band of neutral tones.
  - Males: Hair must not fall below midpoint of collar in the back, below midpoint of ear on the sides, or below eyebrows on the forehead. Facial hair, other than a neatly trimmed mustache, is unacceptable. Sideburns must be trimmed to be no longer than the bottom of the earlobe and of a consistent width on the sides from top to bottom.
- Makeup must be subdued and worn in good taste so as not to be distracting to customers or fellow team members.
- Fingernails must not extend beyond fingertips when viewed from the open palm.
- Fingernail polish must not be worn in food preparation areas; if worn elsewhere, it must be the **same color on all nails**, worn in good taste and worn only in customer service areas.
- Fingernail gems and/or designs will not be permitted.
- Tattoos must not be visible. Tattoos on the wrist, forearm, or upper arm must be covered by an approved long-sleeve Chick-fil-A undershirt and must always be worn under the team member polo.
- Perfume or cologne must be subdued in fragrance and not be distracting to customers or fellow team members.
- Body modifications (e.g., piercings, extended earlobes, etc.) visible to customers are not acceptable.
- Uniforms smelling like smoke are not acceptable.

### **No Smoking**

Smoking is prohibited in all areas of our restaurant, including outdoor areas such as the playground, entry points, landscaped areas, etc. Smoking is also prohibited when wearing any Chick-fil-A team apparel.

## **Workplace Violence**

For purposes of this policy, workplace violence is defined as the deliberate and wrongful violation, damage, or abuse of other persons, one's self or property, and includes threats of violence.

To help create a safe workplace, and consistent with our commitment to treating every individual with honor, dignity, and respect, our policy provides for zero tolerance of violence (or threats of violence) in the workplace. Absolutely no workplace violence or threats of violence that are directed toward, affect, or involve any team member will be tolerated.

Prohibited conduct includes, but is not limited to:

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

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

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

## **Workplace Safety**

The safety of team members, customers and others who come in contact with our business is very important. Accordingly, 21 Falcon LLC strives to maintain safe working conditions for all team members, as well as safe conditions for customers and third parties.

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

- Team members are expected to report immediately any unsafe conditions or safety hazards to their immediate supervisor, the Operator, or member of the Leadership Team.
- Team members should immediately clean up any spills or, if it is impractical to do so, should promptly notify their Shift Leader that a spill has occurred and needs to be cleaned up.
- Team members should be aware of the location of our restaurant's first aid kit and fire extinguishers.
- Team members are expected to report any suspicious person(s) or activity to the Manager on duty or Shift Leader as quickly as possible.

- Team members should report immediately any accident or incident that occurs on the job and results in an injury or the possibility of an injury (no matter how minor it may seem at the time) to the Manager on duty, the Operator, or member of the Leadership Team.
- Fighting or horseplay on the job is prohibited.

### **Workers' Compensation**

In accordance with state law, 21 Falcon LLC provides insurance coverage for employees in case of work-related injury. The workers' compensation benefits provided to injured employees may include medical care, cash benefits to replace lost wages, and/or vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure that you receive any workers' compensation benefits to which you may be entitled, you will need to:

- Immediately report any work-related injury to the Operator or member of Leadership Team.
- Seek medical treatment and follow-up care if required.
- Provide the Operator with a certification from your health care provider regarding the need for workers' compensation disability leave and your ability to return to work from the leave.

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

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

Team members who are ill or injured as a result of a work-related incident, and who are eligible for family and medical leave under the FMLA and/or state law, will be placed on FMLA leave (and/or state medical leave) during the time they are disabled and not released to return to work. Leave under the FMLA and applicable state law (if any) runs concurrently. Eligible employees will be placed on FMLA leave for a maximum of 12 weeks in a 12-month period.

### **Team Member Property & Workplace Searches**

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

Any personal items brought onto our property by a team member may be subject to search by management, security, or law enforcement at any time.

Team members should not have any expectation of privacy where property or resources of a customer or the Restaurants are concerned. Any property not owned by the team member may be searched at any time with or without the team member's consent. Team members will be held accountable for any

illegal or prohibited items found in areas designated to them or areas that are considered to be within their primary control and may result in severe forms of disciplinary action, up to and including immediate termination of employment, without prior progressive disciplinary action.

### **Telephone and Electronic Communications**

The telephone in our restaurant (including any voice mail or voice messaging system) is the property of our business, and generally should be used only for calls involving our restaurant's business and business-related activities. Accordingly, our policy is that any communications through the restaurant's telephone and voice mail system at our restaurant should generally have a business purpose. Occasional and minimal personal use is acceptable, but personal calls must be kept to a minimum and should be kept brief. Similarly, the computer(s) or computer system(s) in our restaurant are the property of our business, and should be used only for business purposes.

Team members should understand that there should be no expectation of privacy by any team member as to his or her usage of our restaurant's telephone, voice mail, computer, e-mail, internet or other electronic communication devices, system, or mechanism. Restaurant leadership may access or monitor its electronic communications (including but not limited to the email and internet systems in our restaurant), and may obtain the communications and information contained within those systems without notice to users.

A team member's cell phone or other personal electronic communications devices should not be worn or kept on the team member while the team member is on duty at the restaurant.

### **Cash & Coupons Accountability Policy**

Many team members will function as a cashier on a regular, periodic or temporary basis, depending on the needs of the restaurant at any given time. The role of cashier is very important. Because you will be handling cash and coupons, it is very important that you understand what is expected of you in this aspect of your job.

Some of the key rules and guidelines that apply to cashier functions in our restaurant are as follows:

1. It is **strongly recommended that you arrive early for your shift to verify the beginning cash total** on the Cashier Summary Ticket in your cash drawer. If you opt out of this recommendation, it will be assumed that you agree with the beginning total determined by the team or shift leader, or the Operator.
2. You are the only team member who is allowed to use your drawer. Even team leaders should not use your drawer.
3. Should it be necessary to obtain change during your shift, contact the Shift Leader to make change. Cashiers should not make change with other cashiers.
4. Should it be necessary to skim your drawer, both the cashier (you) and the Shift Leader (or other manager counting the drawer) should verify, record, and initial the amount of the skim on the Cashier Summary Ticket.
5. It is against restaurant policy to undercharge a customer, ring up an unauthorized discount or pass food across the counter without payment. Any such incident may result in serious disciplinary action, including, but not limited to, immediate termination of employment, as well as possible prosecution.
6. Team members should never store or place cash or coupons in their pockets or otherwise on themselves.

You are responsible for the cash and coupons that you process during your shift. It is necessary in our business that we take this Cash and Coupon Accountability Policy extremely seriously. Any action by a

team member contrary to this policy will result in disciplinary action, up to and including termination of employment. Negligent or purposeful losses may result in forfeiture of pay to the extent allowed by applicable law. Additionally, you should understand that 21 Falcon LLC may investigate all losses for possible prosecution. All team members, as a condition of employment, are required to cooperate with any investigation conducted by the Operator, another authorized representative of the organization, or any authorized law enforcement agency.

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

### **Military Leave and Reinstatement Rights**

We will provide a military leave of absence to team members who must take time off from work to fulfill military obligations, and will comply with all laws pertaining to reemployment of team members upon return from military obligations. For more information in this regard, please review the USERRA informational poster that is posted in our restaurant.

### **Family and Medical Leave**

21 Falcon LLC will grant family and medical leaves of absence to eligible team members in accordance with the requirements of the federal Family Medical Leave Act ("FMLA") and any applicable state law concerning this subject. (Where state law provides for family or medical leave, FMLA and state law leave will, to the extent allowed by law, run concurrently.) No greater or lesser leave benefits will be granted than those set forth in the applicable state or federal laws. In any case, eligible team members will be provided the most generous benefits available under either federal or state law, where state law applies.

A team member should contact the Operator, or team or shift leader, as soon as the team member becomes aware of the need for a family and medical leave. This policy sets forth a summary of our policy in this regard, and our team members' rights to family and medical leave.

### **Employee Eligibility**

To be eligible for family and medical leave benefits, a team member must: (1) have worked for the Operator for a total of at least 12 months; (2) have worked at least 1,250 hours over the previous 12 months; and (3) work at a location at which the Operator employs at least 50 employees within 75 miles.

### **Leave Available**

Eligible employees may receive up to a total of twelve (12) work weeks of unpaid family or medical leave during a 12-month period. The 12-month period begins on the date of the first absence qualifying for FMLA leave, and rolls forward from that date.

### **Qualifying Reasons for Leave**

Qualifying reasons for family and medical leave include: (1) to care for a newborn child (birth through 12 months of age); (2) the birth or placement of a child for adoption or foster care; (3) to care for an immediate family member with a serious health condition; (4) when the team member is unable to work because of a serious health condition.

A serious health condition is defined as: (1) any injury, illness, or impairment that involves inpatient care in a hospital, hospice, or residential medical care facility; (2) continuing treatment by a health care provider which includes a period of incapacity for more than three consecutive calendar days, requires



two or more treatments (visits) to the health care provider, or requires at least one visit to the health care provider followed by a regimen of continuing treatment under the supervision of the health care provider. Chronic conditions are also covered by the FMLA.

Under some circumstances, team members may take family or medical leave intermittently, meaning that they may take leave in blocks of time, or may take leave via a reduced work schedule. Intermittent leave, if approved, may be taken in hourly increments and will be counted toward the team member's annual 12 week leave allotment.

### **Notice & Certification**

A team member needing family or medical leave may be required to provide:

- 30 days' advance notice when the need for the leave is foreseeable (e.g., for childbirth or elective surgery), or notice as soon as practicable where unforeseeable circumstances necessitate leave without the possibility of 30 days' advance notice. Failure to give timely notice may affect the ability to take leave as requested.
- Medical certification from a health care provider (both prior to the leave and prior to reinstatement);
- Periodic re-certification; and
- Periodic status reports during the leave.

When leave is needed to care for an immediate family member or the team member's own serious health condition, and is for planned medical treatment, team members must try to schedule treatment so as not to unduly disrupt their restaurant's business operation.

### **Compensation and Benefits During Leave**

Family and medical leave is unpaid. Depending on individual circumstances a Team Member may be eligible for short-term disability, long-term disability or Workers' Compensation insurance coverage while on FMLA leave.

If leave is requested for the birth or adoption of a child, then the team member must first use any accrued paid vacation time (if any). If leave is requested for the team member's own serious health condition or to care for a family member with a serious health condition, then the team member must first use any accrued paid vacation time or sick leave time (if any).

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

Under most circumstances, upon return from family or medical leave, the team member will be reinstated to his or her previous position, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, upon return from a family or medical leave, the team member has no greater right to reinstatement than if the team member had been continuously employed rather than on leave.

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

### **Resignation**

When an employee resigns from employment, it often has been considered customary to provide at least two weeks advance notice of resignation where practicable. If you choose to resign from your employment at 21 Falcon LLC, we would appreciate your providing us with as much advance notice as is practicable for you under the circumstances - although you are not required to provide any length of advance notice at all. Upon receipt of notice of a team member's resignation, we reserve the right to choose to release the team member immediately or at some date prior to the team member's requested or designated last day or work, rather than waiting for the end of the notice period.

### **Termination of Employment**

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

**TEAM MEMBER ACKNOWLEDGMENT OF  
RECEIPT OF HANDBOOK**  
(INCLUDING AT-WILL EMPLOYMENT POLICY  
and CASH & COUPON ACCOUNTABILITY POLICY)

By signing below, I acknowledge that I have received a copy of the Team Member Handbook for 21 Falcon LLC, and I understand that this Handbook sets forth many of the personnel policies applicable to my employment. I have read the Handbook carefully, and understand that I am expected to abide by the rules, policies, and standards set forth in the Handbook.

I also acknowledge and agree that my employment with 21 Falcon LLC is at-will, meaning that my employment is not for any specified period of time, that I can resign my employment with 21 Falcon LLC at any time for any reason, and that 21 Falcon LLC may terminate my employment at any time for any reason, with or without cause or advance notice, as permitted under applicable state and federal law. I acknowledge and agree that no oral or written statements or representations regarding my employment can alter the foregoing.

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

I also acknowledge and understand that no oral statements or representations can change the provisions of this Team Member Handbook, and that no implied contract concerning any employment-related decision or term and condition of my employment can be established by any other statement, conduct, policy or practice.

Finally, by signing below I acknowledge that I have reviewed the Cash & Coupon Accountability Policy in this Handbook. I understand that I may be held responsible for negligent or purposeful losses in violation of that policy, and I hereby authorize 21 Falcon LLC to withhold from my paycheck the amount of any such losses under this Policy to the extent allowed by applicable law.

\_\_\_\_\_  
Team Member Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Team Member Signature

**CONFIDENTIALITY OF COMPENSATION  
AND BENEFITS POLICY**

Employees are prohibited from discussing their compensation levels and company benefits with other employees. Such information is confidential and may not be discussed in the workplace. Any employee violating this policy will be considered to have committed a breach of confidentiality and will be subject to disciplinary action beginning with one week suspension.

\_\_\_\_\_  
Team Member Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Team Member Signature

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

By signing below, I acknowledge that I have received, read and understand the Civility & Non-Harassment Policy of 21 Falcon LLC that was provided to me as part of the Team Member Handbook I received on the date indicated below. I understand that I am expected to comply with all of the terms of this Policy. I understand that I have a responsibility to report immediately any discrimination, harassment, or retaliation that I believe I have experienced, witnessed or otherwise become aware of to the leadership individuals identified in this Policy. I further understand that any team member determined to have engaged in conduct of any nature that violates this Policy will be subject to appropriate disciplinary action, up to and including suspension or termination of employment.

\_\_\_\_\_  
Team Member Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Team Member Signature

**TEAM MEMBER ACKNOWLEDGEMENT OF  
RECEIPT OF TIME PUNCH POLICY**

By signing below, I acknowledge that I have received, read and understand the Time Punch Policy under the Time Recording section (page 8). The policy is in bold print as follows:

Notify the Executive Director of Operations or Leadership Team member immediately of any timekeeping error, any error on our timekeeping system, or any error on your paycheck, so that we can look into the matter and make any necessary corrections. The Operator or any manager has the right to manually adjust your time punches according to your breaks and schedule as recognized by you in the Receipt of Time Punch Policy.

\_\_\_\_\_  
Team Member Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Team Member Signature

**TEAM MEMBER ACKNOWLEDGEMENT OF  
RELATIONSHIP CONTRACT AGREEMENT**  
(SIGNATURE ONLY NECESSARY IF APPLICABLE)

By signing below, we acknowledge that we have entered into a personal relationship outside of work that is completely voluntary and consensual. We have received copies of the company policies relating to sexual harassment and workplace conduct and agree to follow these rules, including refraining from any displays of affection at work or work-related events.

We also agree that there has not been, nor will there be, any claim of sexual harassment for any event relating to our working together prior to signing this document. We understand that we will not seek or accept a position within the organization where one of us reports to the other and that we will remove ourselves from any work-related decisions that may arise involving the other. We also understand that either of us can end the relationship without fear of work-related retaliation and agree to conduct our business at work according to these guidelines. In the event that the relationship begins when one party already reports to the other, the direct report will be reassigned to a new supervisor. If there is an option for one party to transfer to the opposite restaurant, the Owner/Operator has discretion to make that decision. We will notify the company when our personal relationship ends. Additionally, we understand that any violation of company policies or this agreement will be grounds for disciplinary action, up to and including termination of employment.

We understand that any disputes arising from the relationship as it pertains to work issues, including agreeing to this document, will be resolved through mediation, and that we have the right to consult an attorney before signing this document.

With our signatures below, we understand and agree to abide by company policies and will conduct our consensual personal relationship outside of the work environment. We attest that up to the time of signing this document no prior behavior in the relationship has violated company policy.

Employee Printed Name \_\_\_\_\_

Employee Signature \_\_\_\_\_ Date Signed \_\_\_\_\_

Employee Printed Name \_\_\_\_\_

Employee Signature \_\_\_\_\_ Date Signed \_\_\_\_\_

Employer Signature \_\_\_\_\_ Date Signed \_\_\_\_\_