



**Ghai Management  
dba Burger King**

**(Franchise of Burger King Restaurants)**

**EMPLOYEE POLICY HANDBOOK**

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## INTRODUCTION

Quikserve Concepts, Inc. DBA Taco Bell ("Quikserve Concepts, Inc.") is pleased to have you as one of our employees. We believe that you will find your employment with us to be both rewarding and challenging.

This Employee Policy Handbook sets forth the policies applicable to all full-time and part-time employees. It contains the major policies and procedures of the Company, as well as the benefits afforded our employees. The terms of individual written employment contracts supersede the policies contained herein to the extent the written contract is inconsistent with this handbook.

We ask you to read and familiarize yourself with the policies in this Employee Policy Handbook.

This handbook supersedes all previously issued handbooks and any inconsistent policy statements or memoranda made in the past. With or without prior notice, the Company reserves the right to revise, modify, delete or add to any and all policies, procedures, work rules or benefits stated in this handbook or in any other related document. However, any such changes must be in writing and must be signed by the Company President.

Any written changes to this handbook will be distributed to all employees, so that they will be aware of the new policies or procedures. No oral statements or representations can in any way change or alter the provisions of this handbook.

This handbook sets forth the entire agreement between you and the Company as to the duration of employment and the circumstances under which employment may be terminated. Nothing in this handbook or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

If you have any questions concerning the contents of this handbook, please consult your supervisor.

## EMPLOYMENT POLICIES AND PROCEDURES

### Equal Employment Opportunity

The Company is an equal opportunity employer and makes employment decisions on the basis of merit. Company policy prohibits unlawful discrimination based on **race, religion, religious creed (includes all aspects of religious belief, observance, and practice, including religious dress and grooming practices), color, national origin (including language use restrictions), ancestry, physical and mental disability, medical condition, genetic information, denial of family and medical care leave, marital status, sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy), gender, gender identity, gender expression, sex stereo type, transgender, age (40 and over), military and veteran status, sexual orientation, pregnancy, registered partner status, and any other local, state, or federal protected basis.** All such discrimination is unlawful and prohibited by the Company. Company policy also prohibits unlawful

discrimination by any employee towards customers, vendors, contractors and persons working or visiting on the company's premises.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, and to the extent required by the Americans With Disabilities Act, the Company will make a reasonable accommodation for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship for the Company would result.

Any applicant or employee who requires an accommodation in order to apply for the position or to perform the essential functions of the job should contact the Director of Operations Tony Chernioglo at (707) 392-9520 and request such an accommodation. The individual with the disability should specify what accommodation is required to perform the essential functions of the job. The Company will then engage in a timely, good faith interactive process with the applicant or employee to identify possible accommodations, if any, that will enable the applicant or employee to perform the essential functions of the job. If the accommodation is reasonable, will not create an undue hardship on the Company or create a safety threat, the Company will make the accommodation.

If you believe that you have been subjected to any form of unlawful discrimination, provide a complaint to your supervisor, preferably in writing. If the complaint involves your supervisor, the complaint should be directed to Human Resources (Tony Chernioglo) or the company president (Sunny Ghai). Your complaint should be specific and include the names of the individual(s) involved and any witnesses. The Company will promptly undertake an effective, thorough and objective investigation.

If the Company determines that unlawful discrimination has occurred, effective and appropriate remedial action will be taken. Appropriate action also will be taken to deter any future discrimination. The Company will not retaliate against you for filing a discrimination complaint and will not knowingly permit retaliation by management or your co-workers.

## **Anti-Harassment Policy**

We are committed to providing a work environment free of unlawful harassment. The Company's policy prohibits all forms of illegal harassment, including, sexual harassment or harassment based on race, religion, religious creed (includes all aspects of religious belief, observance, and practice, including religious dress and grooming practices), color, national origin (including language use restrictions), ancestry, physical and mental disability, medical condition, genetic information, denial of family and medical care leave, marital status, sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy), gender, gender identity, gender expression, sex stereo type, transgender, age (40 and over), military and veteran status, sexual orientation, pregnancy, registered partner status, and any other local, state, or federal protected basis does not occur.

Employment practices within the workplace should treat all individuals equally, evaluating each on the basis of individual skills, knowledge and abilities and not on the basis of characteristics generally

attributed to a group enumerated in the Act. Such behavior is totally unacceptable and will not be tolerated. As part of its dedication to Equal Employment Opportunity, the Company is committed to maintaining a workplace which all of our employees are free to perform their jobs without being subjected to any form of unlawful discrimination or harassment.

The Company will take all reasonable steps to prevent unwanted harassment from occurring. Sexual harassment is prohibited by the Company and is against the law. Every employee should be aware of the following:

- what constitutes sexual harassment;
- what steps are to be taken if harassment occurs; and,
- the state law prohibiting retaliation for reporting sexual harassment.

Although many people think of sexual harassment as involving a male boss and a female employee, not all sexual harassment is done by males. It's against the law for females to sexually harass males or other females, and for males to harass other males or females.

Sexual harassment often involves any employee including but not limited to, co-workers, supervisors, owners, independent contractors, and managers, unpaid interns and volunteers, and other persons doing business with or for the Company, a non-employee, clients, guests, third parties or vendors with whom the employee comes into contact from engaging in conduct prohibited by this policy. Employees must report any complaint of harassment by a third party to a member of management immediately.

Under Federal law, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment at the occurrence of any of the following:

- submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual; and,
- such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

California law defines sexual harassment as:

- Verbal harassment -- epithets, derogatory comments or slurs. Examples: Name-calling, belittling, sexually explicit or degrading words to describe an individual, sexually explicit jokes, comments about an employee's anatomy and/or dress, sexually-oriented noises or remarks, questions about a person's sexual practices, use of patronizing terms or remarks, verbal abuse, graphic verbal commentaries about the body.
- Physical harassment -- assault, impeding or blocking movement, or any physical interference with normal work or movement, when directed at an individual. Examples: touching, pinching, patting, grabbing, brushing against or poking another employee's body, hazing or initiation that involves a sexual component, requiring an employee to wear sexually suggestive clothing.

- Visual harassment -- derogatory posters, cartoons, or drawings. Examples: displaying sexual pictures, writing or objects, obscene letters or invitations, staring at an employee's anatomy, leering, sexually oriented gestures, mooning, unwanted love letters or notes.
  - Sexual favors -- unwanted sexual advances which condition an employment benefit upon an exchange of sexual favors. Examples: continued requests for dates, any threat of demotion, termination, etc. If requested sexual favors are not given, making or threatening reprisals after a negative response to sexual advances, propositioning an individual.
  - Bullying, defined as repeated mistreatment of one or more persons (the targets) by one or more perpetrators. It is abusive conduct that is:  
Threatening, humiliating or intimidating, or  
Work interference – sabotage – which prevents work from getting done, or verbal abuse;
  - Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors.
- It is impossible to define every action or all words that could be interpreted as sexual harassment. The examples listed above with the state's definition of sexual harassment are not meant to be a complete list of objectionable behavior.

If sexual harassment occurs:

- When possible, confront the harasser and persuade him/her to stop. The harasser may not realize the advances or behaviors are offensive. When it is appropriate and sensible, tells the harasser the behaviors or advances are unwelcome and must stop. Sometimes a simple confrontation ends the problem.
- To report sexual harassment, an employee is to contact their supervisor or their Human Resources Department. Sexual harassment or retaliation should be reported immediately. An employee must report such activities even though they were not the target of the harassment or be subject to disciplinary action. This includes those who merely observe such actions.
- An impartial, thorough and timely investigation will be conducted by a qualified member of management or the Human Resource Department and appropriate action will be taken including a timely closure. The Company will promptly investigate all reported incidents of sexual harassment or retaliation, and the investigation will be kept as confidential as possible.

All allegations of harassment or retaliation will be taken seriously and will be promptly investigated, that investigation will remain as confidential as possible. Appropriate remedial, corrective action and resolutions will be taken as warranted. Any individual affiliated with the Company who, after the investigation, is determined to have engaged in any form of discrimination, harassment, or retaliation in violation of this policy will be subject to appropriate disciplinary action, up to and including termination. The company will document and track all information and evidence collected in the fact finding investigative process.

All members of management and supervisor must report any complaints of misconduct to a designated company representative, such as the human resources manager, President, owner, etc. so the company can investigate the issue immediately.

If an employee is found guilty of sexual harassment they may be personally liable for monetary damages. The Company will not pay damages assessed against an employee personally. In addition,



the Company will take disciplinary action, up to and including termination, against any employee who engages in sexual harassment.

The Company's policy, California State law, and Federal law forbids retaliation against any employee who opposed sexual harassment, files a complaint, testifies, assists or participates in any manner in an investigation, proceeding or hearing.

While we hope that all employees will seek the assistance and find resolution through our own internal complaint procedure, be aware that the Department of Fair Employment and Housing (DFEH) is the State agency that resolves complaints of unlawful discrimination, including sexual harassment. The Fair Employment and Housing Commission (FEHC), headquartered in San Francisco, decide cases prosecuted by the DFEH at the State level. If you feel you have been subjected to harassment you may contact the DFEH, consult the local telephone directory under State Government Offices.

## **Open Door Policy**

The Company's "open-door" policy encourages employees to discuss any work-related problems or issues without the need for formality and to interact with their supervisors, personnel representatives, or with higher management, and attempt to resolve issues. Employees should be informed of the existence of the policy and practice and are encouraged to use the process for resolving issues. In circumstances where employees feel that personality conflicts or other issues would prevent the candid discussion and resolution of issues, employees have the option of bypassing their supervisors and going to other management resources to work to resolve issues. Employees have the responsibility of actively communicating whenever they have problems that need to be resolved or concerns that need to be addressed.

## **Confidentiality and Trade Secret Information**

As a condition of employment and continued employment with the Company, all employees are expected to conduct themselves in a manner which protects and preserves the Company's proprietary, confidential and trade secret information. The following are examples of proprietary, confidential and/or trade secret information that must be preserved by employees and former employees.

1. Business matters relating to marketing, costs, profits and pricing methods.
2. The details or provisions of any private written or oral contract or understandings between the Company and a third party, client or vendor.
3. The details of any statistical data, training manual, financial statements, forms, techniques, methods or procedures not generally known to competitors of the Company.
4. Procedural, training or instructional manuals which have been developed by the Company and which are not generally known to the public.
5. Long-range plans, budgets, acquisition strategies, methods of operations, pricing, bid information and financial performance belonging to the Company.

6. Computer software and programs, proprietary information and other data relating to aspects of the Company which cannot be obtained from sources other than the Company.
7. Other confidential information that provides the Company with a substantial competitive advantage in conducting its business that has not, by legitimate means, become generally known and in the public domain.
8. Names and addresses and any related information pertaining to the Company's customers.
9. Confidential employee information.
10. Information protected by the Uniform Trade Secrets Act

## **Conflicts of Interest**

Our employees are expected to devote their best effort and attention to the full-time performance of their jobs. Employees are expected to use good judgment, to adhere to high ethical standards, and to avoid situations that create an actual or potential conflict between the employee's personal interests and the interests of the Company.

A conflict of interest exists when the employee's loyalties or actions are divided between the Company's interests and those of another, such as a competitor, supplier, or customer. Both a conflict of interest and the appearance of a conflict of interest should be avoided. An employee who is unsure as to whether a certain transaction, activity, or relationship constitutes a conflict of interest or the appearance of a conflict of interest should discuss the situation with his or her immediate supervisor for clarification.

This policy does not attempt to describe all possible conflicts of interest that could develop. Some of the more common conflicts from which employees should refrain, include the following:

1. Accepting personal gifts or entertainment from competitors, customers, suppliers or potential suppliers.
2. Working for a competitor, supplier or customer.
3. Engaging in self-employment in competition with the Company.
4. Disclosing Company trade secrets or information for personal gain to the Company's detriment.
5. Having a direct or indirect financial interest in or relationship with a competitor, customer or supplier, except that ownership of less than 1% of the publicly traded stock of a corporation will not be considered a conflict.
6. Using Company assets or labor for personal use.
7. Acquiring any interest in property or assets of any kind for the purpose of selling or leasing it to the Company.
8. Committing the Company to give its financial or other support to any outside activity or organization.
9. Developing a personal relationship with a subordinate employee of the Company that might interfere with the exercise of impartial judgment in decisions affecting the Company or any employees of the Company.

If an employee or someone with whom the employee has a close personal relationship (a family member or close companion) has a personal, financial or employment relationship with a

competitor, supplier or customer, the employee must disclose this fact in writing. If an actual conflict of interest is determined to exist, the Company may take whatever corrective action is deemed appropriate based upon the circumstances.

Employees may pursue and participate in employment or other business activities outside of normal working hours provided such arrangement neither creates a conflict of interest nor detract from performance and/or effectiveness while working for the Company, and provided the employee does not offer or provide such services to the Company. Any employee who has other employment must disclose such employment to his or her supervisor so that an evaluation can be made as to whether a conflict of interest exists. The failure to adhere to this guideline, including the failure to disclose any potential conflicts or to seek an exception, will result in disciplinary action up to and including termination.

## **Employment At-Will**

Employment at the Company is employment at-will. Employment at-will may be terminated at the will of either the employer or the employee. Employment may be terminated with or without cause, and with or without notice, at any time by you or the Company. Terms and conditions of employment with the Company may be modified at the sole discretion of the Company with or without cause and with or without notice.

No one has the authority to make employment other than “at-will” except Company president and then only in writing.

No implied contract concerning any employment-based decision or terms and conditions of employment can be established by any other statement, conduct, policy or practice. Examples of the types of terms and conditions of employment that are within the sole discretion of the Company include, but are not limited to, the following:

Promotion; demotion; transfers; hiring and discharge decisions; compensation; benefits; qualifications; discipline; layoff or recall; rules; hours and schedules; work assignments; job duties and responsibilities; production standards; subcontracting; reduction, cessation or expansion of operations; sale, relocation, merger or consolidation of operations; determinations concerning the use of equipment, methods or facilities; or any other terms and conditions that the Company may determine to be necessary for the safe, efficient and economic operation of its business.

## **Business Conduct Policy**

A key element to our continued success is each employee's commitment to be guided by certain standards and principles in performing his or her job. It is important that employees be guided by the following:

1. Adhering to all applicable international, federal, state and local laws and regulations.
2. Protecting our corporate reputation and assets.

3. Acting responsibly to avoid situations potentially harmful to the company or conflicts of interest.
4. Being ethical and honest.

The Company considers work rules, guidelines, and work performance important responsibilities. They are essential to the proper management of our business and ensure that employees work together effectively. When these rules and guidelines are not followed, or an employee's work performance is below Company standards, written disciplinary warnings may be issued.

VIOLATIONS OF THE RULES AND GUIDELINES, OR THE EMPLOYEE'S FAILURE TO IMPROVE WORK PERFORMANCE MAY RESULT IN DISCIPLINARY ACTION, UP TO AND INCLUDING TERMINATION. THE COMPANY RESERVES THE RIGHT TO TERMINATE EMPLOYMENT WITH OR WITHOUT CAUSE AND WITH OR WITHOUT NOTICE.

#### *Prohibited Conduct*

1. Making false statements or omitting pertinent information on Company applications, records of employment, forms or reports.
2. Insubordination: Refusal to obey work orders of supervisors, refusal to perform job assignments or the use of abusive or threatening language toward a supervisor or member of management.
3. Committing any act of violence, threats or intimidation, fighting or using abusive or profane language on Company premises.
4. Theft, unauthorized removal, or willful damage of property belonging to the Company, Company employees or customers. Theft of company resources.
5. Disregard of safety rules and practices and security regulations including "horseplay," wrestling, dangerous practical jokes, or throwing objects.
6. Unauthorized operation of machinery and equipment, or operation of any machinery or equipment that you are not trained and authorized to operate.
7. Unauthorized entry or exit from Company property at any location at any time. Leaving the workplace without properly notifying your supervisor.
8. Substandard or unsatisfactory work performance.
9. Repeated absences or tardiness, including unreported absences.
10. Gambling, in any form, on Company premises.
11. Distribution of unauthorized written materials during working time; distribution of non-business or unauthorized literature in working areas; littering; solicitation of or by employees during working time in the workplace. "Working time," as used in this rule, excludes meals and break periods.
12. Sleeping or deliberately loafing during working hours.
13. Smoking in non-designated areas is prohibited.
14. Any other conduct that is prohibited by law. There is no substitute for good judgment and common sense.

This is not meant to be a total list of all work rules, but rather is illustrative of the type of conduct that will not be tolerated by the company. This statement of prohibited conduct does not alter

the company's policy of at-will employment. Both you and the company remain free to terminate the employment relationship at any time, with or without reason or advance notice.

## **Customer Complaint Procedure**

During the course of employment, there is a potential to have contact with many "customers". These "customers" may include, but are not limited to: visitors, vendors, consultants, contractors, service persons, customers, etc. This contact may include, but not be limited to: personal contact, written communication, telephone communications, e-mail communications, including cloud based e-mail providers, social media, or telecommunications of any type. The image of our organization is tied to the image of its employees, and to the extent that both of them intertwine, employees have a responsibility to represent the company's image accordingly. If you receive a customer complaint, please report it to a member of management immediately.

## **Use of Alcohol, Illegal Drugs or Controlled Substances**

The past success and future growth of Company is a direct result of our most important asset: Our people. Consequently, Company is concerned about the use of alcohol, illegal drugs or controlled substances as it affects the workplace. Use of these substances, whether on or off the job, can adversely affect an employee's work performance, efficiency, safety and health, and may therefore seriously impair his or her value to Company.

In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes Company to the risks of property loss or damage, or injury to other persons. Company has a vital interest in maintaining safe and efficient working conditions for its employees and ensuring that all Company vehicles are properly maintained and operated in a safe manner.

Furthermore, the use of prescription drugs and/or over-the-counter drugs may affect an employee's job performance and seriously impair the employee's value to Company. Any employee who is using prescription and/or over-the-counter drugs that may impair the employee's ability to safely perform the job, or affect the safety or well-being of others, should not report for work during the time the employee is using the medication. The employee should use any accrued vacation or sick leave during this time period. If the employee does not have accrued leave, the employee should request a personal leave of absence.

Proper use of prescriptive drugs directly prescribed to the employee is exempt from these restrictions so long as the employee is complying with physician orders. In addition, moderate use of alcohol at Company-approved meetings or in connection with business meals, business travel and business entertainment is exempt from this strict prohibition. In these situations, Company insists on the employee's good judgment.

The following rules and standards of conduct apply to all employees either on Company's property (owned or leased) or during the workday (including meals and rest periods).

The following are strictly prohibited by Company:

1. Possession or use of alcohol, or being under the influence of alcohol while on the job.
2. Driving a company vehicle while under the influence of alcohol or a controlled substance.
3. Distribution, sale or purchase of an illegal or controlled substance while on the job.
4. Possession or use of an illegal or controlled substance or being under the influence of an illegal or controlled substance while on the job.
5. Being under the influence of a controlled or prescription drug while at work if it in any way negatively affects the employee's ability to perform his or her job in a safe and efficient manner.

Violation of the above rules and standards of conduct will not be tolerated. Company may also bring the matter to the attention of appropriate law enforcement authorities.

#### *Drug Testing*

Each employee, as a condition of employment, will be required to participate in pre-employment (unless otherwise notified), reasonable suspicion, return-to-duty and follow-up testing upon selection or request of management.

Testing for the presence of alcohol will be conducted by analysis of breath. Testing for the presence of the metabolites of drugs will be conducted by the analysis of urine.

To ensure the accuracy and fairness of our testing program, all testing will be conducted according to DHHS/SAMHSA guidelines where applicable and will include a screening test; a confirmation test; the opportunity for a split sample; review by a Medical Review Officer, including the opportunity for employees who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody.

#### *Testing Based on Reasonable Suspicion*

Employees may be referred by a supervisor to a company-approved physician or medical group for evaluation when a supervisor has reason to believe that the employee is intoxicated or using controlled substances or other illegal drugs during work hours or at a time which may affect job performance or safety. Evidence of such behavior may include, but is not limited to: slurred speech, uneven gait, mood swings, violent temper, excessive absenteeism and/or tardiness, a reportable work-related accident or injury, an avoidable accident involving a vehicle or causing property damage.

If the physician or medical professional agrees with the supervisor that reasonable cause exists, the employee will be asked to submit a urine sample and/or blood sample for substance abuse analysis.

#### *Employee Consent to Release Chemical Analysis*

All employees required to submit body fluids to chemical analysis for substance abuse will be required by Company to sign an Employee Consent Form authorizing the results to be forwarded to Company. A refusal by the employee to execute the Employee Consent Form will require a review of the facts by management in the absence of such medical information, without consideration of employee's refusal to sign the consent form.

Company reserves the right to impose discipline, up to and including termination, depending upon the particular situation.

#### *Confidentiality of Test Results*

Test results of the chemical analysis of body fluids for substance abuse will be kept confidential in the same manner that all other confidential personnel records and confidential medical records are kept. Upon written request, the employee will be furnished with a copy of his or her substance abuse test results.

If an employee tests positive for substance abuse, he or she may request a second test at Company expense if the employee can show there is reason to doubt the accuracy of the first test results.

#### *Analysis of Test Results*

Being under the influence of drugs or alcohol on the job or during work hours will be presumed by Company to pose a serious safety and health risk. Additionally, any use of alcohol or drugs during non-work time which results in a positive test of the employee during work hours may result in a similar presumption that the use of the drugs or alcohol poses serious safety and health risks.

All cases involving off-duty use of drugs or alcohol will be evaluated on a case-by-case basis. Any employee who tests positive will bear the burden of showing that his or her off-duty use of drugs or alcohol does not adversely affect his or her job performance and does not pose a health or safety risk.

#### *Work Area, Employee Container Search Policy*

Company reserves the right to inspect any employee's work area, locker, desk or any other enclosed container kept by the employee on the work premises or in a Company vehicle. Such inspection may be done with or without notice and with or without cause.

If the employee has a lock on a locker, container, etc., the employee shall open the container upon request. Failure to unlock a locker or container shall be deemed an act of gross insubordination and shall be grounds for discharge.

#### *Positive Test*

The Company reserves the right to impose discipline, up to and including immediate termination of employment, upon any employee who tests positive, depending upon the particular situation. The Company reserves the right to require, as a condition of reinstatement and continued employment, completion of an approved rehabilitation program, at employee expense, which shall include but not be limited to:

- A period of inpatient care
- A return to work test prior to reinstatement
- Follow up testing consisting of:
  - Weekly testing for six months
  - Random monthly testing for a subsequent period of 18 months

Any employee testing positive during or subsequent to a rehabilitation program will be subject to immediate termination.

## **Personal Information**

The Human Resources office and your supervisor should always have a current address and telephone number for each employee, as well as information regarding the person to be contacted in case of an emergency. You are responsible for advising the Human Resources office and your supervisor of any changes.

## **Personnel Files**

Your personnel file will be maintained at the company's office. Employment documents such as application materials, contracts, educational attainment records and performance evaluations and documentation will be kept in this file. To review your file, complete and provide a written request to the human resource department. Your request will be granted as soon as practical to arrange for the documents and personnel necessary for the review.

## **Security**

In simplest terms, security is for the purpose of protecting people, Company property and information.

The security of our facility as well as the welfare of our employees requires that every individual be constantly aware of potential security risks. You should immediately notify your supervisor when unknown persons are acting in a suspicious manner, in or around the facility, or when keys, security passes or identification badges are lost or misplaced.

Employees entrusted with keys to the office or other Company facilities are responsible for the safekeeping of the keys and/or access cards, the security and protection of Company property, as well as any activity taking place while the employee is present and the office is closed.



## **Injury Reporting Procedure**

Employees are required to report any work-related injury or illness, no matter how small, to their immediate supervisor. The supervisor will supply, and the employee shall help the supervisor complete, OSHA Form 301, "Injury and Illness Incident Report." In addition, the supervisor will supply and the employee shall complete the employee portion of "Employee's Claim for Workers' Compensation Benefits." Employer will complete and return a copy of the form to the employee within one working day of the employee's submission date.

## **Workplace Violence Policy**

The Company has a zero tolerance policy for workplace violence, verbal and nonverbal threats and related actions. Firearms and weapons cannot be brought into the workplace at any time. Employees who violate this policy are subject to immediate discipline up to and including termination.

Employees should immediately report to their immediate supervisor any incidents or threats. We encourage employees to promptly report such incidents and to suggest ways to reduce or eliminate risks. The Company will not retaliate against any employee for reporting an incident, and will not knowingly permit any retaliation by management or non-management employees.

## **Professional Appearance**

All personnel are required to wear the Taco Bell uniform which includes a cap a shirt and an apron that is provided by the company. The employee is required to wear black slacks (not dragging on floor) with belt loops, black belt and black non slip oil resistant shoes during regular business hours or while working at Taco Bell. Each employee is a representative of the company in the eyes of our guests and, so it is important that each employee report to work properly groomed and wearing a ironed uniform. Employees who report to work not in the complete uniform may be asked to leave and return in a complete uniform.

## **Personal Telephone Calls**

The Company recognizes that employees will need to accept emergency personal telephone calls from time to time. Please keep in mind that company phone lines are generally intended for business use. Personal calls should be limited in amount and kept to no more than one or two minutes in duration. No long distance calls are to be made without advance supervisor approval and the cost of such calls must be reimbursed upon completion. Abuse of personal telephone privileges will lead to disciplinary action and/or the suspension of personal telephone use.

## **Cell Phones**

Personal cellular phones may be carried on your person. However, personal cell phone usage is to be kept to an absolute minimum and reserved for emergencies and unusual circumstances. Please

inform your friends and families of this policy. If the company finds that excessive personal calls are interfering with company work, a requirement that all cell phones be turned off during business hours will be instituted.

Employees are prohibited from using cell phones while operating a motor vehicle on Company business or when operating Company equipment. Employees who make or receive an excessive amount of personal cell phone calls or who are otherwise in violation of this policy will be subject to disciplinary action up to and including termination.

## **Personal Relationships in the Workplace**

The employment of relatives, married couples or persons involved in a romantic relationship may cause conflicts, raise issues of favoritism and damage employee morale.

A “relative” is any person who is related to another employee by blood or marriage. A relative is also any person who is related to another employee by law, for example, by adoption, guardianship or as registered domestic partners.

A “romantic relationship” is one that could be reasonably expected to become a close consensual or sexual relationship regardless of the gender or sexual orientation of the employees involved. “Dating” is included in the definition of “romantic relationship.”

A supervisor may not oversee a related employee. An employee in a “romantic relationship” may not be supervised by the romantic partner. A supervisor involved in a “romantic relationship” with another employee or applicant must immediately disclose the relationship to management. A supervisor who is related to another employee or applicant must immediately disclose the relationship to management. A supervisor who fails to follow this policy of disclosure can be disciplined or terminated.

Related or romantically involved employees who are employed in supervisor/subordinate positions have ten (10) working days to decide which employee will transfer to an available position or resign.

Related or romantically involved employees in any position, who the Company determines have raised a conflict of interest or potential conflict of interest, shall have ten working days to decide which employee will transfer to an available position or resign.

If the employees involved are unable to agree which employee will resign or transfer, the Company will transfer, or when no position is available, terminate, one of the employees involved.

The Company shall decide whether a transferring employee is qualified for the new position.

Employees in a romantic relationship shall refrain from displays of affection or excessive conversation during work hours, at Company functions or on Company property.

This policy is designed to provide safeguards so that the workplace is not compromised by interpersonal relationships. This policy does not prohibit and will not be enforced in any manner which could interfere with, restrain or coerce employees from engaging in concerted activities including the right to discuss terms and conditions of employment.

## **Smoking Policy**

In keeping with Company's intent to provide a safe and healthful work environment, smoking in the workplace is prohibited except in those locations that have been specifically designated as smoking areas. Our designated area is typically by the dumpster but please check with your manager to determine appropriate smoking area(s).

In situations where the preferences of smokers and nonsmokers are in direct conflict, the preferences of nonsmokers will prevail.

This policy applies equally to all employees, including management.

## **EMPLOYMENT AND PAYROLL POLICIES AND PROCEDURES**

### **Employment Status**

Full-time employees are those employees who generally work forty (40) or more hours per week. All full-time employees shall be eligible to receive all of the benefits set forth in this policy.

Part-time employees are those employees who work less than forty (32) hours per week. Part-time employees shall not be eligible to participate in any insurance plans adopted by the Company, nor any other fringe benefit programs unless they regularly work more than forty (40) hours per week, or where mandated by law.

Temporary employees are those employees hired for a particular task. Irrespective of the amount of time necessary to complete that task, such employees shall not by the passage of time be converted to full-time employees. Temporary employees shall not be eligible to participate in any insurance plans adopted by the Company, nor any other fringe benefit programs, except where mandated by applicable law.

### **Meal and Rest Periods**

Unless otherwise scheduled, full-time employees shall work an eight-hour shift with a 30 minute meal period and 2 ten min in CA. Your supervisor will designate your normal work hours. Meal periods are unpaid and not counted as part of the eight hour work shift.

Non-exempt, full-time employees are provided with a daily 30-minute unpaid meal period which is generally taken in the middle of the day unless otherwise authorized by your supervisor. Meal periods are not optional. Non-exempt employees are authorized and expected to take scheduled

meal periods and may not take meal periods at their desks or work areas. Meal periods may not be voluntarily waived or taken later than five hours into a work shift. If six hours will complete an employee's workday, the employee may elect to waive his or her meal period. Meal periods may not be used for late arrival or early departure.

Ten minute rest periods are provided for every 3.5 hours of work or major portion thereof; generally mid-morning and mid-afternoon if the hours you work call for the breaks in CA there are certain hours that you need to work to qualify for ten and 30 min breaks. In (MO and Kansas) we are not required to give breaks. Your supervisor will inform you when you may take your rest period. Non-exempt employees are authorized and expected to take rest periods. Rest periods may not be combined, added to a meal period or used for late arrival or early departure.

If you are a nursing mother and require breaks to express breast milk during the day, please contact Human Resources or your supervisor for information.

The law requires and it is company policy that you take every meal break and rest period to which you are entitled. It is your responsibility to take your meal breaks and rest periods as scheduled. You are required to sign your time record and, by doing so, you indicate that all work periods and break periods indicated on your time sheet are correct. Should you discover an error on your time record, or if you are not scheduled for or are prevented from taking any break to which you are entitled, please report this situation immediately so that it may be rectified without delay.

#### *Meal Break Policy*

Employees can receive one discount 50% on a scheduled worked day. Discounts do not apply to the King Deals Value menu, shakes, dairy products or any item that is being discounted for promotions. Employees make not make their own food and may not ring up or apply the employee discount themselves.

### **Punctuality and Attendance Standards**

Employees are expected to report to work as scheduled, on time and prepared to start work. Employees are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on Company authorized business. Late arrival, early departure or other absences from scheduled hours are disruptive and must be avoided.

Personal appointments should be scheduled during non-work hours unless approved in advance by your supervisor.

If it is not possible to be at work at the scheduled time, an employee shall call his or her supervisor or other appropriate person in the department before, when possible, but no later than (4 hours) before the start of his or her scheduled work time on each and every day of absence. Calling after the start of the workday or failing to call in, may result in an unexcused, unpaid absence and could lead to disciplinary action.

## **Overtime Policy**

Overtime pay will be paid to hourly, non-exempt employees as required by applicable state law or federal law. For purposes of determining which hours constitute overtime, only actual hours worked in a given workday or workweek will be counted unless otherwise required by law. On occasion, you may be required to work overtime. Refusal to work required overtime will result in disciplinary action. ADVANCE APPROVAL BY MANAGEMENT FOR OVERTIME MUST BE APPROVED BY THE EMPLOYEE'S SUPERVISOR IN WRITING. Failure to obtain prior approval for overtime will result in disciplinary action.

## **Holiday Pay Policy**

Eligible employees will receive holiday pay for designated paid holidays. Employees who are needed to work on a holiday will be paid straight time for the holiday (Thanksgiving and Christmas only) plus the overtime rate, if applicable, as required by law

THE COMPANY WORKS ALL 365 DAYS IN THE YEAR INCLUDING THANKSGIVING DAY AND CHRISTMAS DAY.

## **Time Records**

The time record should show all hours worked and vacation or leave hours. By signing your time record, you indicate that all times shown are accurate. If any inaccuracies appear, please inform your supervisor immediately so that possible errors can be promptly investigated and rectified. Your supervisor must initial all corrections.

Entering another employee's # into the register, allowing another employee to enter or altering a time record, is considered a falsification of Company documents and is grounds for disciplinary action.

## **Paydays**

There are 24 paydays every calendar year. Employees are paid every 6<sup>th</sup> and 21<sup>st</sup> of each month for work through the previous pay period. The Company work week begins on Sunday and continues through the subsequent Saturday.

Paychecks are normally available by 3p.m. at BK. If a payday falls on a holiday, paychecks will be available the NEXT business day unless the Company specifies otherwise.

If there is an error in your paycheck, please report it immediately to your supervisor.

## **Absences**

Prior to taking a leave of absence for purposes of personal illness, family illness, bereavement leave, military leave, jury duty, personal leave, or other foreseeable absences, an Employee Leave Request should be submitted to your immediate supervisor for approval at least two weeks prior to the scheduled leave date, unless the request is due to an unexpected emergency or unplanned necessity. The nature of the emergency should then be shared with the supervisor. In the case of an emergency, an Employee Leave Report to request paid leave should be completed upon return to work.

All employees are expected to work on a regular and consistent basis to complete their regularly scheduled hours per week. Excessive absenteeism may result in disciplinary action, up to and including termination. Disciplinary action taken due to absenteeism will be considered following a review of the employee's absences, reasons for such absences, and overall work record. If you do not call in that is considered a no show and a voluntarily resignation with the company.

### **Expense Reimbursement**

Expenses incurred in connection with the Company's business will be reimbursed as set forth below. Claims for reimbursement must be submitted on the Expense Reimbursement form, which is available from your supervisor. Expense reports must (1) be prepared monthly, (2) contain the reimbursable expenses incurred during the prior 30-day period along with supporting documentation (e.g. receipts for meals, mileage reports, etc.), (3) be signed by the employee, (4) be submitted to your supervisor on the first day of the month, and (5) be approved by your supervisor.

### **Employee Separation Procedures**

The Company requests that employees who choose to terminate their employment provide written notice to their supervisors stating their last date of employment and the reason for leaving. A two-week notice of resignation is requested, if possible.

The employee agrees to return all Company equipment before the last day of employment including but not limited to, all keys and/or access cards, Company telephones and/or radios, and charge card (if issued).

While the decision to begin the employment relationship is consensual, the same is not always true when the time comes to terminate the employment relationship. As an at-will employer, the Company may end the employment relationship at any time, with or without cause or notice. In the event that your employment is terminated, you must return all property owned by the Company upon the earlier of the Company's request or upon your departure.

## **LEAVES OF ABSENCE**

### **Sick Leave**

The Company retains the right to request any employee to verify an illness or injury with a written statement from a physician. A release from a physician that an employee is able to return to work may be required (at the Company's discretion) for absences of 3 days or longer.

An employee who is unable to report to work due to injury must inform the Company of that absence at the start of the workday on each and every day of absence. Calling in an absence after the start of the workday or failure to call in may result in treatment of the day as an unexcused, unpaid absence and in disciplinary action.

### **CA Paid Sick Leave (California employees)**

All employees will accrue one hour of paid sick leave for every 30 hours worked. For exempt employees, a workweek will be considered to be the lesser of 40 hours or the actual normal workweek. Employees are eligible to use accrued sick leave on the 90th day of employment.

When sick leave is used, it will be paid at the employee's regular rate of pay. Sick leave can be used in increments of two hours or more. A written accounting of each employee's available sick leave will be distributed to the employee every pay day.

The company limits the actual use of paid sick leave to a maximum of 24 hours per year. Employees can roll accrued sick leave over to the next calendar year. The maximum amount of accrued sick leave is 48 hours, when that point is the employee must take sick leave to begin accruing again.

Unused sick leave will not be compensated the end of employment. Employees rehired will receive previously accrued paid sick leave.

This policy complies with California paid sick leave and other paid leave regulations. Sick leave may be used for:

- Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member.
- For an employee who is a victim of domestic violence, sexual assault, or stalking.

For the purposes of this policy, family members include biological, adopted, or foster children, stepchildren, legal wards, or a child to whom the employee stands in loco parentis; biological, adoptive, or foster parents, stepparents, or legal guardians of the employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; spouse, registered domestic partner, grandparents, grandchildren, and siblings.

If the need for sick leave is foreseeable, employees must provide advance notice. If the need for sick leave is unforeseeable, the Company should be notified as soon as possible.

The policies included above are intended to aid the employee in the knowledge of his/her rights and obligations. Should any conflict or problem occur with any of the above policies, the Employee should approach the owner and attempt to clarify the situation.

### **Pregnancy Disability Leave (*California Employees Only*)**

Under the California Fair Employment and Housing Act (FEHA), if you are disabled by pregnancy, childbirth or related medical conditions, you are eligible to take a pregnancy disability leave (PDL). If you are affected by pregnancy or a related medical condition, you are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable.

1. The PDL is for any period(s) of actual disability caused by your pregnancy, childbirth or related medical conditions, up to four months (or 88 workdays for a full-time employee) per pregnancy.
2. The PDL need not be taken in one continuous period of time but can be taken on an as-needed basis.
3. Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth would all be covered by your PDL.
4. Generally, we are required to treat your pregnancy disability the same as we treat other disabilities of similarly situated employees. This affects whether your leave will be paid or unpaid.
5. You may be required to obtain a certification from your health care provider of your pregnancy disability or the medical advisability for a transfer. The certification should include:
  - a. The date on which you became disabled due to pregnancy or the date of the medical advisability for the transfer;
  - b. The probable duration of the period(s) of disability or the period(s) for the advisability of the transfer; and
  - c. A statement that, due to the disability, you are unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself or to other persons, the successful completion of your pregnancy, or a statement that, due to your pregnancy, the transfer is medically advisable.
6. During your pregnancy disability leave, you may be eligible for state disability insurance payments, intended to provide income continuation during your absence. The company will coordinate your disability payments with your available sick leave and, at your option, vacation time.



7. Taking a pregnancy disability leave may impact certain of your benefits and your seniority date. For more information regarding your eligibility for a leave, the impact of the leave on your seniority and benefits, and our policy for other disabilities, please contact Human Resources.

## **Personal Leave of Absence**

A personal leave of absence without pay may be granted at the discretion of the Company. Requests for personal leave should be limited to unusual circumstances requiring an absence of longer than two weeks. Employees are required to use any available vacation and/or sick leave before beginning a Personal Leave of Absence.

Unpaid personal leave for illness and injury is governed by Company policy and federal and state laws.

Employees should immediately notify the Human Resources Department of any of the following circumstances:

- You become disabled
- You know you will become disabled due to surgery or pregnancy
- A parent, child, spouse or domestic partner becomes seriously ill or injured and will require care.
- You need to bond with a new child either by birth, adoption or foster placement.

In situations where an individual qualifies for state and/or federally provided leave, such leave will be designated as provided by the governing regulation and will not be considered Personal Leave.

The Company will not pay the Health Care premiums of any employee or if applicable an employee's dependents during a leave of absence unless such payment is required by State or federal law. See Human Resources for information on continuation benefits.

Employees are required to use available vacation or sick leave for personal absences of duration shorter than two weeks. If an employee does not have sufficient accumulated vacation or sick leave, a leave without pay may be granted at the company's discretion. However, unscheduled short term leave without pay is disruptive to Company's staffing goals and such leave, unless required by law, will be granted only under emergency circumstances. Excessive absenteeism will result in disciplinary action up to and including termination.

When an employee is ready to return to work following a leave of absence for illness or injury, a written release from the treating physician must be provided to the employee's supervisor or the Human Resources office.

## **Jury Duty or Witness Leave**

The Company encourages employees to serve on jury selection or jury duty when called. . You should notify your supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. You may be requested to provide written verification from the court clerk of having served. If work time remains after any day of jury selection or jury duty, you will be expected to return to work for the remainder of your work schedule.

## **Military Leave**

### *Eligibility*

Generally, an employee returning from military leave is guaranteed reemployment and other rights as long as he or she complies with certain notification and other requirements. An employee is protected if he or she meets the following criteria:

- The employee gave notice that he or she was leaving the job for military service (unless military necessity or other extenuating circumstances precluded the notice);
- The period of service was five years or less;
- The employee was not discharged from service under dishonorable or other punitive conditions; and
- The employee must have reported to his or her civilian job in a timely manner or submitted a timely application for reemployment.
- In some cases, military leaves of absence beyond five years will be protected.

### *Return to Work*

The period of time within which an employee must return to work after the completion of service depends on the duration of the military service. Employees who serve less than 31 days are required to return to employment by the beginning of the first regularly scheduled work period after the completion of military service. Such employees, however, are excused for the amount of time required to return home safely and for an eight-hour rest period.

If an employee served between 31 and 180 days, he or she must file an application for reemployment within 14 days after the completion of military service.

If an employee served more than 180 days, he or she must file an application for reemployment no later than 90 days after the completion of military service.

In all cases, if compliance with the time limits becomes impossible or unreasonable through no fault of the employee, he or she will be given additional time. Furthermore, reporting and application deadlines are extended for up to two years for persons who are hospitalized or are convalescing from service-related illness or injuries.

Employees returning from the armed services will be reemployed in the job that they would have attained if they had not been absent for military service. The Company will provide training or other assistance to returning service members to help them refresh or upgrade their skills to qualify for reemployment.

### *Benefits*

Service members and their families will continue to receive health benefits for 31 days. While you are on military leave, you and your family may continue health care coverage at your own expense for up to 18 months. Employees returning from military leave will resume health plan coverage without a waiting period or other exclusion.

The period of military duty will be counted as covered service for the purposes of retirement plan eligibility, vesting and benefit accrual. The Company may not make plan contributions during a military leave. However, upon reemployment, the Company will restart contributions, and make up contributions that would have been made during your absence. If you are required to contribute to the retirement plan, you will have up to three times the period of military duty or five years, whichever is first, to make the contributions

### **Time Off to Vote**

Employees are encouraged to participate in the political process by voting in public elections. In general, an employee who wishes to vote is expected to do so before or after his or her scheduled shift. However, the Company understands that there may be times when your work schedule might not leave you enough time outside of your shift to vote. Should this be the case in regard to any statewide election, you may arrange with your supervisor to take enough time off so that, when combined with time available before or after your scheduled shift, you will have enough time to vote. Time off for voting must be taken at the beginning or end of your shift.

The Company will pay for the missed work time up to two hours. Time off for voting beyond two hours will be unpaid.

An employee who knows three working days before a statewide election that time off to vote is needed must give his or her supervisor at least two working days' notice so that schedules can be adjusted to minimize business disruption.

The Company will prominently post a summary of the state law regarding time off for voting at least ten days before any statewide election.

No employee will be penalized or retaliated against for requesting time off to vote.

### **Domestic Violence Leave (*California Employees Only*)**

If you are the victim of domestic violence and therefore need to appear in court to obtain protection for yourself or others, you will be granted leave from work in accordance with state law.

You are expected to provide reasonable notice to your supervisor that you are required to appear in court unless an unscheduled or emergency court appearance is necessary for the protection of your own health, safety or welfare, or that of your child. The Company has the right to require proof of your emergency court appearance from the court or the prosecuting attorney.

In addition, an employee who is a victim of a crime will not be discriminated against or retaliated against for taking time off to appear in court as a witness in compliance with a subpoena or other court order.

### **School Visits** *(California Employees Only)*

Under state law, an employee who is the parent or guardian of a child who has been suspended from school must be allowed time off if requested to appear at the school. If you require time off for this purpose, you must provide reasonable notice to your supervisor. You must use all accrued vacation and/or sick leave available before you may continue leave on an unpaid basis for school visits in connection with the suspension of your child.

### **School Participation** *(California Employees Only)*

California's Family School Partnership Act of 1995 authorizes any employee who is a parent, guardian or grandparent with custody of a child in kindergarten through grade 12 to take up to eight (8) hours of Leave of Absence without pay per month, but not to exceed forty (40) hours during a school year, to participate in activities of the child's school. An employee must give reasonable notice of the planned absence to his or her supervisor prior to taking the time off.

### **State Disability Insurance** *(California Employees Only)*

Illnesses or injuries that are not work-related may be covered by State Disability Insurance for eligible employees.

If you become disabled or know that you will be disabled due to illness, injury or pregnancy, please notify the Company immediately.

When an employee is ready to return to work following a leave of absence for illness or injury, a written release from the physician may be required by the Company.

### **Paid Family Leave** *(California Employees Only)*

An employee who is eligible for FMLA or CFRA to care for a seriously ill or injured family member or to bond with a minor child within one year of his or her birth or foster/adoptive placement may be eligible for income continuation through the state under the Paid Family Leave Program (PFL).

The following are important definitions for the purposes of Paid Family Leave:

- "Child" includes a biological, adopted, or foster son or daughter, a stepson or stepdaughter, a legal ward, a son or daughter of a domestic partner, or the person to whom the employee stands in loco parentis.
- "Domestic partner" is one who qualifies under section 297 of the California Family Code.
- "Parent" includes a biological, foster, or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.
- "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential health care facility, or continuing treatment or continuing supervision by a health care provider.
- "Spouse" is a partner to a lawful marriage.

PFL provides eligible workers partial wage replacement for the above reasons for up to 6 weeks in a 12-month period. PFL is a state sponsored insurance program within the Short Term Disability program.

PFL covers all employees who are covered by SDI (or a voluntary plan in lieu of SDI). It provides benefits of approximately 55% of lost wages, but is not a leave entitlement and does not provide job protection or return rights. There is a one week waiting period for benefits, during which an employee will be required to use available sick time (up to half of the annual allotment) and vacation time. Please see Human Resources for more information on PFL.

## **PRIVACY, COMPUTER USAGE AND E-MAIL POLICY**

### **Use for Business Purposes/Company Access, Review**

The Company provides furniture, desks, storage areas (*e.g.*, drawers, lockers, files and cabinets), work areas, vehicles, other company-provided equipment/facilities and computers and communication systems (*e.g.*, telephone, electronic mail, and other systems). These assets are referred to collectively as "Company Assets." These Company Assets are provided to employees at the Company's expense to assist you in carrying out Company business.

Employees must understand that the Company Assets belong to the Company and, therefore, the Company may (at any time and without notice) access, inspect, inventory, or search any Company Asset. Employees must understand that items or information of a personal nature may be discovered in the course of any such exercise of the Company's rights.

The e-mail system is to be used for business related purposes and only to transmit business information. The Company treats all messages sent, received or stored in the e-mail system as business messages.

The Company has the capability to access, review, copy and delete any messages sent, received or stored on the e-mail system. The Company reserves the right to access, review, copy or delete all such messages for any purpose and to disclose them to any party (inside or outside the Company) it deems appropriate.

Should employees make incidental use of the e-mail system to transmit personal messages, such messages will be treated no differently than other messages, *i.e.*, the Company reserves the right to access, review, copy, delete or disclose them for any purpose. Accordingly, employees should not use the computer or the e-mail system to send, receive or store any messages that they wish to keep private. Users should treat the computer and e-mail system like a shared file system - with the expectation that messages sent, received or stored in the system (including individual hard disks) will be available for review by any authorized representative of the Company for any purpose.

Use of the e-mail system to copy and/or transmit any documents, software, or other information protected by copyright laws is prohibited and will result in disciplinary action.

### **Copyrighted Information**

Use of the e-mail system to copy and/or transmit any documents, software, or other information protected by copyright laws is prohibited.

### **Other Prohibited Uses**

The Company prohibits use of the e-mail system or the Company computer system to engage in any communications that are in violation of Company policies, including but not limited to transmission of defamatory, obscene, offensive or harassing messages, or messages that disclose personal information about other individuals without authorization. Violation of this policy will result in disciplinary action.

### **Internet Access**

The Internet offers a vast amount of easily accessible information to those who access it. The Company is linked to the Internet to allow employees access to information and resources for Company purposes and in order to enable employees to perform their job duties more efficiently. Any employee access to the Internet for non-Company purposes must be authorized in advance and in writing. Any "downloading" from the Internet by employees for their personal use must be authorized in advance and in writing. Accessing pornographic, offensive or other inappropriate information in violation of Company policy is expressly prohibited. Employees are urged to use their common sense and judgment.

### **General Rules Regarding Email and Instant Messaging**

Our company utilizes electronic means to communicate with co-workers, including email and instant messaging (IM). Though these modes of communication are convenient, care must be taken in the development of the content. Inappropriate messages can result in interoffice conflict, potential harassment and disciplinary measures.

To use electronic communication tools effectively, employees should follow these guidelines:

- Emails and IM are not a substitute for oral communication. If you have a matter of importance to discuss, do so in person.
- Emails and IM is to be limited to work related matters, and business etiquette is to be utilized in drafting messages.
- Announcing late arrivals or early departures over IM is not a substitute for proper approvals. Please follow Company attendance policies.
- Network security procedures are to be followed at all times.
- Never open attachments from an unknown source and always make sure anti-virus software is running and virus definitions are up to date.
- Do not send confidential, proprietary, or trade secret information via IM.
- Do not send emails or IM under another employee's login ID.
- Off-color humor, foul, inappropriate, offensive or discriminatory language and harassment of any kind are prohibited.
- Improper use of email or IM may result in discipline up to and including discharge.

### **ADVERSE POLICY IMPACT**

Your employer has implemented numerous policies that are designed to achieve important business objectives. We recognize, however, that an otherwise legitimate workplace policy can have unintended consequences to individuals in a particular group or class. If you feel that one of our policies adversely impacts you due to your unique circumstances (e.g. your membership in one of the "protected classes"), you may seek accommodation regarding such policy. The procedure to seek this accommodation is as follows: Deliver to your supervisor (or your supervisor's supervisor) a memorandum, in writing, which identifies (1) the policy at issue; (2) the reason why the policy, as it applies to you, creates an adverse impact on you; and (3) the accommodation that you request to avoid this adverse impact.

Examples of "protected classes" include, but may not be limited to, race or color; national origin or ancestry; sex or gender; gender identity; sexual orientation; religion; age (for persons 40 and older); mental or physical disability; veteran status; and medical condition.

### **RUMOR TALKING POINTS FOR EMPLOYEES**

Because gossip impacts the workplace, employers are well within their rights to try and prevent this behavior. We believe that gossip is a serious workplace problem that can be managed. Let us clarify; management doesn't mean the gossip will entirely disappear, but it can be contained to the point that the impact it has on the workplace is diminished.

Gossip is the primary mechanism for communicating and spreading negativity that includes conversations regarding fellow employees health issues, home life or any other personal activities of your peers.

Gossip is defined as a form of communications that an individual(s) participates in for the purpose of discussion, or passing onto to others, "hearsay" information. Gossip is a very destructive, hurtful, and divisive form of communications that often permeates the workplace and the company has been made aware of individuals participating in this behavior over the past couple of weeks.

Although we may not be able to stomp out gossip, we can attempt to control and contain it. Do not participate in spreading gossip and rumors, and do not tolerate it from others. Rumor and gossip sabotages the team's ability to work together effectively. It is disrespectful, nonproductive, and a selfishly motivated act that impedes employees from performing their jobs. Quikserve Concepts, Inc. is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from supervisors and management. If an employee disagrees with established rules of conduct, policies, or practices, they can express their concern through the problem resolution procedure.

Our employees are regarded as an important resource to the company. Spreading of rumors and gossip is workplace problem and a disrespectful conduct that may result in disciplinary action, up to and including termination of employment. We feel that it is important that problems, complaints, or suggestions be discussed so that solutions can be reached.

## **CASH POLICY**

Our policy is that the employee must verify the opening drawer amount prior to using it and initial the cash drawer verification slip that cash drawer has the correct amount to start with. When the employee goes home they need to stay and watch manager count the final amount to see if the drawer's final numbers match the cash till report. If the cashier is +/- \$5.00 they will be disciplined with a write up. If the cashier is +/- \$20.00 or more they will be suspended pending investigation and can lead to termination. All voids must have the wrong order ticket and the correct order ticket. Both the cashier and the manager on duty must sign the void and put a reason why it is a void on the receipt. If you do not have the correct ticket then your void will count as a shortage unless it was a drive off or the guest did not have no money (the manager needs to put that on the ticket if there is not correct ticket). The amount of coupons in the till must match the amount of coupons in TACO. If this does not match it means you are giving free food out. You will be held accountable to match and if it does not match then we will have to take disciplinary action with a write up and could lead to termination. NO OTHER EMPLOYEE MAY USE A DRAWER THAT IS NOT ASSIGNED TO THEM THAT INCLUDES MGT.



## **RECEIPT & ACKNOWLEDGMENT**

I have received and read a copy of the Company's Handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the Company at any time.

I further understand that my employment can be terminated "at will" either by myself or the Company, regardless of the length of my employment or the granting of benefits of any kind.

I understand that no contract of employment other than "at will" has been expressed or implied, and that no circumstances arising out of my employment will alter my "at will" employment relationship unless expressed in writing, with the understanding specifically set forth and signed by myself and an authorized by the President of the Company.

I am aware that during the course of my employment, confidential information may be made available to me. I understand that this information must not be disseminated or used outside of the Company's premises. In the event of termination of employment, whether voluntary or involuntary, I hereby agree not to utilize or exploit this information with any other individual or organization.

The Company reserves the right to monitor any type of telecommunications, video surveillance, computer, or Internet activity. The image of our organization is tied to the image of its employees, and to the extent that both of them intertwine, employees have a responsibility to represent the company's image accordingly.

I will notify a member of management immediately if I receive a complaint from a customer. I will notify a member of management if I feel I have been harassed.

I understand that my signature below indicates that I have read and understand the above statements and have received and read a copy of the Handbook.

## **EMPLOYEE UNIFORM POLICY**

I understand and agree that the uniform(s) provided to me by Taco Bell shall be returned by me to Taco Bell within twenty-four (24) hours after my employment with Taco Bell ends. If I do not return the uniform within twenty-four (24) hours, I agree to reimburse Taco Bell the cost of the uniform and I agree that Taco Bell may deduct the cost of replacing the uniform (1 hats and 1 shirt) from my final paycheck, if allowed by law.

Issued: \_\_\_\_\_ Uniform(s) at \$30.00 each - \$ \_\_\_\_\_

## **HOURLY PART TIME ACKNOWLEDGEMENT AND AT-WILL**

### *HOURLY NON-EXEMPT STAFF ONLY*

This is confirmation and acknowledgement that I work for Quikserve Concepts, Inc. (a franchisee of Taco Bell) as an hourly part-time employee.

At-Will Employment: I understand and agree that my employment by the company is At-Will meaning that my employment is not guaranteed for any specific terms or duration and that either the Company or I can terminate my employment at any time, with or without cause.

## MEAL & REST BREAK POLICY & AGREEMENT

*California Employees Only*

I, \_\_\_\_\_ (Employee Name), acknowledge that I am aware of the California State Labor Law requirement to take one (1) ten minute break per six hour shift and two (2) ten minute breaks per eight hour shift. If working an eight (8) hour shift, I am also required to take at least a 30 minute unpaid meal break.

It is the policy of the company to allow all employees to take all of their meal and rest breaks as required by law. Our full policy regarding this topic is in the handbook under "Meal and Rest Periods." As this policy states, it is the employee's responsibility to not only take these breaks but also to notify management if they have chosen to not take any of their breaks or are prevented by work to take any breaks.

Please select one of the following for the pay period from \_\_\_\_\_ to \_\_\_\_\_.

\_\_\_\_\_ I HAVE taken all of my allotted meal and rest breaks for the time frame designated above.

\_\_\_\_\_ I have NOT taken all of my allotted meal and rest breaks for the time frame designated above due to my own choosing.

\_\_\_\_\_ I have NOT taken all of my allotted meal and rest breaks for the time frame designated above due to work/management not allowing the time for my breaks.

If you have selected the last option, see your supervisor/manager immediately so that any missed meal/rest breaks can be addressed immediately. Please be sure to have dates and times of missed breaks available for the manager's reference.

## **CASH HANDLING RESPONSIBILITIES**

This policy is to acknowledge that during my work shift, I have personal control of cash funds of my employer, and that I am required by my employer to account, under reasonable accounting procedures, for said funds. I acknowledge that I have received training and understand the reasonable accounting procedures for said funds. I also acknowledge that I have received training and understand the reasonable accounting procedures required by the Company's accounting for cash funds. Some general guidelines are:

- Shortage of \$5 or more will result in disciplinary action
- No discounts should be entered without a coupon
- Employee must use a counterfeit pen on all bills \$20 or higher.
- Employee must get manager on bills \$50 or higher. Only the manager can accept them
- Voids must be signed by cashier and manager and have an explanation documented in the log.
- Cashier must verify drawer prior to use and must count their own drawer prior to leaving
- Only the assigned cashier may use their assigned drawer. Use of another cashier's drawer could result in disciplinary action.
- When the drawer reaches \$200 they must get the manager to conduct a money pull/drop.

I further acknowledge that this document constitutes prior written notice to me that I will be subject to disciplinary action up to and including termination for cash shortages and/or failure to follow any of the above cash handling procedures/guidelines.

## **ADDENDUM: FAMILY AND MEDICAL LEAVE POLICY**

### **(With Service member Leave Expansion)**

#### *A. General Provisions*

It is the policy of this company to grant up to 12 weeks of Family and Medical Leave during any 12-month period to eligible employees, in accordance with the Family and Medical Leave Act of 1993 (FMLA) and up to 26 weeks of leave in any 12-month period in compliance with the expansion of FMLA under The Support for Injured Service members Act of 2007. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

#### *B. Eligibility*

To qualify to take family or medical leave under this policy, the employee must meet all of the following conditions:

- 1) The employee must have worked for the employer for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of the week or if the employee is on leave during the week.
- 2) The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.
- 3) The employee must work in an office or work site where 50 or more employees are employed by the company within 75 miles of that office or work site. The distance is to be calculated by using available transportation by the most direct route.

#### *C. Type of Leave Covered*

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

- 1) The birth of a child and in order to care for that child.
- 2) The placement of a child for adoption or foster care and to care for the newly placed child.
- 3) To care for a spouse, child or parent with a serious health condition.
- 4) The serious health condition (described below) of the employee.

An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position.

A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health care provider

This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition, which, if left untreated, would result in a period of incapacity of more than three days, would be considered a serious health condition.

Employees with questions about what illnesses are covered under this FMLA policy or under the company's sick leave policy are encouraged to consult with the HR department.

The company may require an employee to provide a doctor's certification of the serious health condition. The certification process is outlined in section H of this policy.

If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, the company may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

#### 5) A covered family member's active duty or call to active duty in the Armed Forces.

An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to active military duty or who is already on active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. Reasons related to the call-up or service include helping the family member prepare for the departure or caring for children of the service member. The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave, except that the person does not have to be a minor.) This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period.

Employees requesting this type of FMLA leave must provide proof of the qualifying family member's call-up or active military service before leave is granted.

#### 6) To care for an injured or ill service member.

This leave may extend to up to 26 weeks in a 12-month period for an employee whose spouse, son, daughter, parent or next-of-kin is injured or recovering from an injury suffered while on active military duty and who is unable to perform the duties of the service member's office, grade, rank or rating. Next-of-kin is defined as the closest blood relative of the injured or recovering service member. An employee is also eligible for this type of leave when the family service member is receiving medical treatment, recuperation or therapy, even if the service member is on temporary disability retired list.

Employees requesting this type of FMLA leave must provide certification of the family member or next-of-kin's injury, recovery or need for care. This certification is not tied to a serious health condition as for other types of FMLA leave. This is the only type of FMLA leave that may extend an employee's leave entitlement beyond 12 weeks to 26 weeks. Other types of FMLA leave are included with this type of leave totaling the 26 weeks.

Eligible employees may take FMLA caregiver leave within five years after the veteran ends active duty.

An eligible employee can take up to 12 weeks (or up to 26 weeks of leave to care for an injured or ill service member) under this policy during any 12-month period. The company will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the company will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks (or 26 weeks for the care of an injured or ill service member) of available leave, with the balance remaining being the amount the employee is entitled to take at that time.

If a husband and wife both work for the company and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent-in-law) with a serious health condition, the husband and wife may only take a combined total of 12 weeks of leave. If a husband and wife both work for the company and each wishes to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave.

#### *D. Employee Status and Benefits During Leave*

While an employee is on leave, the company will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the company will require the employee to reimburse the company the amount it paid for the employee's health insurance premium during the leave period.



Under current company policy, the employee pays a portion of the health care premium. While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the Accounting department by the designated day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave. The employer will provide 15 days' notification prior to the employee's loss of coverage.

If the employee contributes to a life insurance or disability plan, the employer will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay their portion of the premiums; or the employer may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the employer may discontinue coverage during the leave. If the employer maintains coverage, the employer may recover the costs incurred for paying the employee's share of any premiums whether or not the employee returns to work.

#### *E. Employee Status after Leave*

An employee who takes leave under this policy will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or virtually identical in terms of pay, benefits and working conditions.

The company may choose to exempt certain key employees from this requirement and not return them to the same or similar position.

#### *F. Use of Paid and Unpaid Leave*

An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all paid vacation, personal or sick leave prior to being eligible for unpaid leave. Sick leave may be run concurrently with FMLA leave if the reason for the FMLA leave is covered by the established sick leave policy.

Disability leave for the birth of the child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA. For example, if an employer provides six weeks of pregnancy disability leave, the six weeks will be designated as FMLA leave and counted toward the employee's 12-week entitlement. The employee may then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement.

An employee who is taking leave for the adoption or foster care of a child must use all paid vacation, personal and family leave prior to being eligible for unpaid leave.

### *G. Intermittent Leave or a Reduced Work Schedule*

The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the work week or work day, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 work weeks (or 26 work weeks to care for an injured or ill servicemember over a 12-month period).

The company may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances of when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the company and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with the company before taking intermittent leave or working a reduced hour schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary. The company may require certification of the medical necessity as discussed in Sections H and J.

### *H. Certification of the Serious Health Condition of the Employee or the Spouse, Child or Parent of the Employee*

The company may ask for certification of the serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification may be provided by using the Medical Certification Form. Request for a medical certificate must be made in writing as part of the employer response to employee request for leave.

Certification of the serious health condition shall include the date when the condition began, its expected duration and a brief statement of treatment. For medical leave for the employee's own medical condition, the certification must also include a statement that the employee is unable to perform work of any kind or a statement that the employee is unable to perform the essential functions of the employee's position. For a family member who is seriously ill, the certification must include a statement that the patient, the family member, requires assistance and that the employee's presence would be beneficial or desirable.

If the employee plans to take intermittent leave or work a reduced schedule, the certification must also include dates and the duration of treatment as well as a statement of medical necessity for taking intermittent leave or working a reduced schedule.

The company has the right to ask for a second opinion if it has reason to doubt the certification. The company will pay for the employee to get a certification from a second doctor, which the company will select. If necessary to resolve a conflict between the original certification and the second opinion, the company will require the opinion of a third doctor. The company and the employee will mutually select the third doctor, and the company will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

*I. Documentation of the Covered Family Member's Active Duty or Call to Active Duty in the Armed Forces*

Employees requesting this type of service member FMLA leave must provide proof of the qualifying family member's call-up or active military service. This documentation may be a copy of the military orders or other official Armed Forces communication.

*J. Documentation of the Need for Service member FMLA Leave to Care for an Injured or Ill Service member*

Employees requesting this type of Service member FMLA leave must provide documentation of the family member's or next-of-kin's injury, recovery or need for care. This documentation may be a copy of the military medical information, orders for treatment, or other official Armed Forces communication pertaining to the service member's injury or illness incurred on active military duty that renders the member medically unfit to perform his or her military duties.

*K. Procedure for Requesting Leave for 1) the birth of a child or in order to care for that child; 2) the placement of a child for adoption or foster care and to care for the newly placed child; 3) to care for a spouse, child or parent with a serious health condition; or 4) the serious health condition of the employee*

All employees requesting this type of FMLA leave must provide verbal notice with an explanation of the reason(s) for the needed leave to their immediate supervisor, who will advise the HR department. If the leave is foreseeable, the immediate supervisor may require the employee to provide a written request for leave and reasons(s) with a copy to the HR department. Failure of the employee to provide a written request for leave cannot be grounds to deny or delay the taking of FMLA leave.

The company will provide individual notice of rights and obligations to each employee requesting leave within two business days or as soon as practicable. For employees on intermittent or recurring leave for the same incident, this notice will be provided every six months.

When an employee plans to take leave under this policy, the employee must give the company 30 days' notice. If it is not possible to give 30 days' notice, the employee must give as much notice as is practicable. An employee who is to undergo planned medical treatment is required to make a reasonable effort to schedule the treatment in order to minimize disruptions to the company's operations.

If an employee fails to provide 30 days' notice for foreseeable leave with no reasonable excuse for the delay, the leave request may be denied until at least 30 days from the date the employer receives notice. While on leave, employees are requested to report periodically to the company regarding the status of the medical condition and their intent to return to work.

*L. Procedure for Requesting Leave for 1) a covered family member's active duty or call to active duty in the Armed Forces or 2) to care for an injured or ill service member*

All employees requesting this type of FMLA leave must provide verbal notice with an explanation of the reason(s) for the needed leave to their immediate supervisor, who will advise the HR department. Leave may commence as soon as the individual receives the call-up notice. If the leave is foreseeable, the immediate supervisor may require the employee to provide a written request for leave and reasons(s) with a copy to the HR department.

The company will provide individual notice of rights and obligations to each employee requesting leave within two business days or as soon as practicable.