

# **Welcome to the Team**



## **TEAM MEMBER POLICY HANDBOOK**

**FOR**

**Chick-fil-A at  
Englewood/Hackensack**

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### **Welcome and Introduction**

Welcome to Chick-fil-A at **Englewood/Hackensack** further known as the “Company” or the “Restaurant”! We are glad you have chosen to work with us, and we are excited to have you on our team! We look forward to your contributions toward fulfilling our mission: *To create a kind and encouraging team that is focused on maintaining a food safe, clean, and positive culture.* We hope that your employment here will be a challenging and rewarding experience.

This Team Member Policy Handbook (the “Handbook”) is designed to acquaint you with some of the personnel policies, work rules, and benefits here at Chick-fil-A at **Englewood/Hackensack**. This Handbook contains current information about various policies that have been established for this business. These policies apply to all employees at this Restaurant. You should review this Handbook carefully. As a team member of this Restaurant, you will be expected to know and follow these policies. We encourage you to ask questions, make suggestions or express concerns. We appreciate your support of these policies.

Please note that these policies may be reviewed periodically and updated from time to time. Chick-fil-A at **Englewood/Hackensack** reserves the right to amend, modify, change, supplement or delete, as it deems necessary, any provision of this Handbook, in whole or part, other than the At-Will Employment policy statement that follows this section. Any changes that are made to this Handbook will be made known to you as soon as possible through an updated Team Member Policy Handbook, postings on a bulletin board in our Restaurant, and/or an email sent by the Operator or a Director. We will try to keep the Handbook current, but there may be times when policies will change before this Handbook can be revised. This Handbook replaces all prior published or unpublished policies regarding the subject matters addressed in these materials.

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

### **At-Will Employment**

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

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

From simple beginnings in a small restaurant in Hapeville, Georgia, founded in 1946 by Company founder and Chairman S. Truett Cathy, Chick-fil-A has grown into one of the largest privately owned restaurant chains in the nation. Credited with introducing the original boneless breast of chicken sandwich and pioneering in-mall quick-service food, Chick-fil-A is now the largest quick-service chicken restaurant chain in the country, based on annual sales, with restaurants in over 48 states and Washington, D.C. and we are continuing to grow. Dan T. Cathy, Truett’s oldest son, is currently the President of Chick-fil-A, Inc. You can find additional information about Chick-fil-A’s history at [www.chick-fil-a.com](http://www.chick-fil-a.com).

As one way of demonstrating his commitment to these core values, Truett established the Team Member Scholarship program in 1973 to encourage Chick-fil-A restaurant employees to further their education. In

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1996, the Team Member Scholarship program was replaced with the Leadership Scholarship program, which places a greater emphasis on a restaurant employee's community service and leadership abilities. Through its scholarship program, Chick-fil-A, Inc. has offered financial assistance to over 20,000 restaurant employees who have gone on to attend over 2,100 colleges, universities and other educational institutions throughout the country since the program was established.

Finally, Chick-fil-A is, and always has been, **closed** on Sundays. Closing Chick-fil-A restaurants every Sunday makes Chick-fil-A pretty unique in this day and age. But it's a practice that has always served the Company well. Truett wanted to ensure that every one had at least one day a week for rejuvenation, rest and personal activities. It made sense then, and it still makes sense now.

### **Commitment to Hospitality**

Chick-fil-A **Englewood/Hackensack** strives to maintain an atmosphere of hospitality for all customers. We want to create a genuine experience for all who visit our restaurant. We maximize the opportunity to build the business and to positively influence others by creating a welcoming environment. We are hospitable to **all** customers.

### **2nd Mile Service**

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

### **Civility. Equal Employment Opportunity & Non-Harassment Policy**

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

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

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

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

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

- \*unwelcome sexual advances, propositions or statements;
- \*unwelcome physical conduct such as touching or impeding movements;
- \*verbal, written (including electronic communications), or physical conduct, such as making or using derogatory comments or gestures, explicit jokes, or comments about a person's body or dress;
- \*displaying, using, sharing, or transmitting pictures, objects, cartoons, or any other material that could be deemed offensive, degrading, or inappropriate based on a protected characteristic; and/or
- \*any other visual, verbal, physical, or written conduct, including electronic and online statements or conduct, of a sexual nature by any employee or other person.

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

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

**Leaders are not permitted to date or be in a relationship with another Team Member that they lead. This is a direct violation of our Leadership Conflict of Interest Policy.** Leaders are also not permitted to date or be in a relationship with another leader that works in the same area of the restaurant or that they manage directly or indirectly as this may be a perceived conflict of interest. Leaders are responsible for disclosing when relationships arise between them, and another Team Member/Leader and work arrangements will be made to allow them to work in different areas of the restaurant or different locations pending availability. If Leaders are unwilling to agree to separated work arrangements, they will forfeit their leadership roles including any associated compensation and benefits.

**Everyone is accountable for reporting concerns or perceived violations of this policy.** Every individual has responsibility for ensuring compliance with this policy. Chick-fil-A at **Englewood/Hackensack** cannot resolve matters that are not brought to the attention of an appropriate member of management. Accordingly, anyone who believes he or she is being subjected to prohibited discrimination, harassment or retaliation by a co-worker, supervisor or any other individual (whether or

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not the individual is employed at our Restaurant), or anyone who believes he or she has witnessed or learned about such conduct, is **directed to immediately report such incidents and/or information to the Operator and/or to a manager.**

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

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

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

### **Reasonable Accommodation Policy**

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

If an individual believes that he or she needs a reasonable accommodation due to a disability, it is the individual’s responsibility to inform the Operator or one of the Directors of the request for a reasonable accommodation. Requests for an accommodation and other inquiries, reports or information provided pursuant to this policy will be maintained as confidentially as possible, with information being disclosed only on a need-to-know basis. Upon notification that a disability may exist, the Company will engage in an interactive process with the individual to determine whether a reasonable accommodation can be made without resulting in undue hardship. The Company may need information from an employee’s physician(s) or other health care provider(s) to determine whether an appropriate reasonable accommodation can be implemented.

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

### **Employment Eligibility Verification**

As required by law, Chick-fil-A at **Englewood** verifies the identity and work authorization of all employees. Each new employee, as a condition of employment, must complete a Form I-9, Employment Eligibility Verification form and present valid documentation sufficient to satisfy the Form I-9 requirements. Any employee who is unable to satisfy the Form I-9 requirements within the time permitted by law will be subject to disciplinary action, up to and including immediate termination.

### **Compensation**

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

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

The full-time rate of pay is reserved for Team Members who are available to work full-time hours with open availability for scheduling throughout the year. It does not apply to seasonal or short-term changes in availability.

Restrictions on availability or hours result in a part-time rate of pay lower than the full-time rate. If you are hired at the full-time rate and change your availability in the future, your rate of pay will be reduced to the part-time rate at the time.

Pay raises are based on business factors including, but not necessarily limited to, job performance, merit, attendance and attitude. When you receive a raise this is confidential information that is not to be shared with others. If you make this information public your raise will be taken away as this is not beneficial to the team.

It is Chick-fil-A at **Englewood/Hackensack** policy and intent to comply with all applicable laws regarding the payment of minimum wage and overtime premium pay for employees who are not exempt from such requirements. Employees are expected to report accurately all time worked and are prohibited from performing any work "off the clock" or without reporting all time worked.

### **Pay Periods**

- ~The pay period for our restaurant ends bi-weekly on Saturday. Employees will receive a paycheck once every two weeks.
- ~Normally, your paycheck will be available on Friday after 2:00 PM after the pay period ends.
- ~You cannot receive your check in advance of the end of the pay period.
- ~You cannot cash your check in the Restaurant.
- ~In case of time punch error, the Managers of Chick-fil-A at **Englewood** have the authority to edit time punches in the system to reflect the correct time worked.

### **Overtime Premium Pay**

Hourly Team Members will be paid at an overtime premium of 1.5 times your regular hourly rate of pay for any time worked over 40 hours in one workweek.

For purposes of calculating overtime premium pay under this policy, the work week at our Restaurant begins on Sunday at 12:01 a.m. and ends on the following Saturday at 12:00 a.m. In

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addition, the "workday" is defined as beginning at 12:01 a.m. each day and ending at midnight that evening.

**You are directed not to work any overtime unless your Operator or a Manager has specifically approved it.**

State or local law may set forth different, additional or conflicting requirements. In that event, Chick-fil-A at **Englewood** complies with all laws and follows the law most favorable to the employee.

### **Scheduling**

The work schedule for your Restaurant generally will be posted on HotSchedules for the following week by Saturday. You are responsible for working your scheduled hours. If there is an emergency or if for any other reason you cannot work your scheduled shift, you are responsible for finding a replacement and submitting your request on HotSchedules for Operator or Manager approval. If your request is denied, it is your responsibility to report to work as scheduled. You should never change the schedule without the approval of the Operator or a Manager.

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

### **Requesting Time Off**

- Please submit any requests for time off in Hot Schedules on or before **the Monday of the preceding week** (in other words, the Monday before the Saturday on which the following week's schedule is posted). We will attempt to accommodate reasonable scheduling requests if possible, consistent with the need to staff our Restaurant appropriately to meet business and customer needs.
- **New Team Members are not permitted to request vacation or time off requests during their first 60 days of employment.**
- **Unless you are using accumulated "earned sick time" as defined in the New Jersey Paid Sick Leave Law for one of the reasons set forth in that Act**, if you need time off after the schedule has been posted, it is your responsibility to make arrangements with another appropriate team member to work your scheduled shift. This change, to be effective, must be approved by a Director, the Leader on Duty, or the Operator through the Hot Schedules app. **If you are using earned sick time under the New Jersey Paid Sick Leave Law, you are not required to make coverage arrangements for a scheduled shift, but you are doing so will be greatly appreciated.**
- Requests for vacation should be submitted at least two weeks in advance.
- Vacation accruals allocations will be shared on the local store website and emailed when changed or updated. VTO accruals will update on Team Member/Leader anniversary dates, not on the calendar year. Please see [www.cfaenglewoodnj.com](http://www.cfaenglewoodnj.com) for more information. The Owner/Operator reserves the right to make changes to benefits including the vacation policy and accruals.
- Managers through Directors are not permitted to take unpaid time off. Any request for more than one day off per week, excluding Sunday will be considered a vacation request. Managers through Directors may request vacation time and be advanced up to 32 hours of vacation time annually if they have not accrued the approved time off. Once 32 hours have been advanced on the year, vacation time can only be used after it has been accrued. Any request to be advanced days must be submitted in writing via email to the Operator and/or an HR Director.

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- The maximum amount of vacation time that can be rolled over at the end of the calendar year is 40 hours. The maximum amount of time that can be accrued is 96 hours. The maximum amount of vacation time that can be used consecutively is 64 hours (This policy allows for an approval to span a total of 10 consecutive days including weekends)..
- Requests for time off that are not made in accordance with this policy may be denied unless the time off is for leave mandated by federal, state or local law and you are both qualified and have complied with all procedural requirements in requesting the leave.

**Meal Breaks**

Depending upon the hours you work on a given day, you may be entitled to various breaks. Your Manager will coordinate all breaks to ensure that the Restaurant is adequately staffed at all times.

Team members who work at least five hours during a single day are permitted to take one unpaid meal break for thirty minutes. In addition, team members who work twelve hours or more during a single day are permitted to take a second unpaid meal break for thirty minutes.

These meal breaks should be taken separately and should not be combined.

Please note that if your meal break time exceeds the time permitted, your time will be adjusted accordingly. Moreover, if your meal break time exceeds the time allotted and permitted, you may be subject to disciplinary action.

Team members should take their meal breaks in the restaurant so that they are ready to return to work when the break is over.

Team members are required to take these meal breaks even if they choose not to eat a meal during this time.

The Manager on duty will coordinate all meal breaks to ensure that the Restaurant is adequately staffed at all times. You should take your meal break(s) only at a time approved by the Manager on duty.

You must “clock out” and “clock-in” for your break(s). Failure to record your break time accurately will result in disciplinary action.

State or local law may set forth different, additional or conflicting requirements. In that event, Chick-fil-A at **Englewood/Hackensack** follows all laws and will provide the benefit most favorable to the employee.

### **Employee Food and Beverage Benefits**

Team members will be provided with the following meal and beverage benefits:

If you work more than 4 hours, you may have a meal valued at \$9.50 and will be responsible for any cost over the stated amount at 100% value.

If you work 12 hours, you may have a meal valued at \$9.50 during both breaks and will be responsible for any cost over the stated amount at 100% value. You cannot combine the amounts during one break.

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

Drinks are provided at no cost as long as you provide your own cup with a lid. Drinks that are bottled, Milkshakes, Frosted Beverages, Lemonade, Iced Coffee or specialty beverages are not free. They must be paid for at full price.

If you do not bring your own cup with a lid, and would like a beverage you must purchase a beverage at full price.

To obtain your meal, you must clock out first, order your meal from the front counter or through the Chick-fil-A mobile app. The Manager will make sure that the Restaurant has adequate staffing and if there is a rush you may be asked to clock back in. If this does happen you will be allowed to complete your break at a later time.

You must eat your meal in the Restaurant in the areas designated by your Restaurant's management as appropriate for team member dining. You may not take your meal off the premise.

You may not take any unfinished portion of any meal provided or received under this policy out of the Restaurant.

### **Attendance and Punctuality**

Team members are expected to report to work as scheduled, on time and prepared to start work. Late arrival, early departure or other deviations from scheduled hours are disruptive and must be avoided. If you are planning on arriving after your scheduled time, you must notify the Operator or Leadership immediately. Team members also are expected to remain at work for their entire work schedule, unless released early by the Leader on duty or the Operator.

**If you want to use accumulated "earned sick time" as defined in the New Jersey Paid Sick Leave Law for one of the reasons set forth in that Act, you are required to comply with the following guidelines in advising the Operator or Leadership:**

- **If use of earned sick leave is foreseeable, you are required to provide notice 7 calendar days in advance to the Leader on duty or the Operator.**
- **If use of earned sick leave is unforeseeable, you are required to provide notice to the Operator or Leadership as soon as practicable.**
- **Notice in both cases must be provided by email to the following address [03966@chick-fil-A.com](mailto:03966@chick-fil-A.com) for Englewood and [04433@chick-fil-a.com](mailto:04433@chick-fil-a.com) for Hackensack and by telephone to your Team Leader, Director, or the Operator.**

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- **In both instances you must inform the Leader on duty or the Operator when you will begin your sick leave and the amount of sick leave you intend to take. Please review the section below regarding details of the New Jersey Paid Sick Leave Law.**

If, for any **other** reason, you will be tardy or unable to report for work on a scheduled workday, you must call the restaurant or Leadership at least two hours, before the time you are scheduled to begin work and provide management with a valid reason or explanation, as well as the expected duration of any absence. Similarly, if you need to leave work early for any reason, you must first obtain the permission of your immediate supervisor or the Operator. Failure to notify your supervisor of any anticipated or unanticipated absence, the need to leave work early, or delay in reporting for work may be grounds for disciplinary action, up to and including termination, except as may be provided by applicable law.

### **Late Policy and Job Abandonment Policy**

Team Members and Leaders are given a grace period of seven minutes when arriving for a scheduled shift. Team Members clocking in after seven minutes will receive coaching via a performance management form.

**Excessive absenteeism or tardiness will result in disciplinary action, up to and including termination of employment. If you fail to report to work without any notification to the Leader on duty or the Operator and your absence continues for a period of two consecutive days, we will consider that you have abandoned your employment and have voluntarily terminated your employment. Three (3) no call/no shows in a 6-month period will result in termination.**

### **Time Recording**

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

You must clock in on the cash register timekeeping system at the beginning of your shift, no sooner than 1 minute before your scheduled shift unless ask by the Manager on duty.

You must clock out on the cash register timekeeping system at the end of your shift.

You must clock out on the cash register timekeeping system for authorized breaks. You should record breaks on the timekeeping system by using the "clock in" and "clock out" button. When working 5 or more hours you must take a full 30 minute break.

Your timecard must show the hours that you actually worked. Do not work "off the clock." This means that team members may not perform **any** work at **any** time when not clocked in to work.

You must record your own hours. Do not clock in or out for another team member. If this happens it will be grounds for immediate termination.

If you believe that you need to begin work early (prior to the start of your scheduled shift), or stay late (after the time your shift is scheduled to end), you must obtain approval of the Manager on duty. You must obtain this approval before you perform any work during any time in which you are not scheduled to work.

Notify your Manager immediately of any timekeeping error, any error on our timekeeping system, or any error on your paycheck, so that we can look into the matter and make any necessary corrections promptly.

If you fail to clock out at the end of your shift, notify your Manager as soon as possible, and before you clock in for your next shift, at the latest.

### **Job Duties and Responsibilities**

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

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

Please remember to always smile at the customer and be friendly.

Please remember to treat every customer (and all individuals) with honor, dignity and respect.

Although we strive for 60-second service, please do not rush the customer.

Remember that the customer is always right. Please do not argue with a customer. If you have a situation with a customer that you cannot handle or that the customer feels has not been handled adequately, then notify a Manager immediately.

Generally, you should stay at your assigned position, unless otherwise directed by a Manager or team leader or in case of an emergency. During this time you will need to aid your fellow team members.

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

When you are working as a cashier or otherwise providing food orders to customers, always double-check the order to ensure it is correct before giving it to the customer.

When you are working as a cashier, never leave a cash register drawer open. Only work out of the drawer assigned to you. The only exception to this is if you are working off of a Manager's drawer at their request.

Everyone is responsible for helping to ensure that stock is rotated properly. FIFO (First In, First Out)

Everyone is responsible for helping to ensure that the Restaurant is as clean as possible. Remember, if there is time to lean, there is time to clean!

Avoid wasting food, paper products, cleaning supplies, etc.

These lists are not all-inclusive or exhaustive. Other responsibilities apply to every job at the Restaurant. Your Manager and/or Team Leader will familiarize you with your responsibilities during training.

### **Age-Restricted Activities**

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

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

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

Chick-fil-A at **Englewood/Hackensack** does not believe it is necessary to list exhaustively every work rule or standard of conduct for team members in our restaurant. All team members are expected to perform their jobs well, to conduct themselves in a professional manner at all times, and to treat others with honor, dignity

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and respect. Additionally, all team members are expected to comply with any rules applicable to employment in this Restaurant (including, but not limited to, the rules set forth in this Handbook).

In some instances of rule violations, improper conduct or unsatisfactory job performance, progressive disciplinary action may be appropriate. Serious instances of rule violations, improper conduct or unsatisfactory job performance, as determined by the Operator or the Restaurant's Managers may result in severe forms of disciplinary action, up to and including immediate termination of employment, without prior progressive disciplinary action. The following are some common examples of conduct that may result in severe disciplinary action, including immediate dismissal:

- Violation of the Company's Civility, Equal Employment Opportunity & Non-Harassment Policy;
- Violation of the Company's policy prohibiting violence in the workplace;
- Violation of the Company's Employment Eligibility Verification policy;
- Clocking another team member in or out or recording break time for another employee;
- Clocking in or out for a team member who did not work, breaking in or out for a team member who did not go on a break or return from a break as recorded, or otherwise submitting to be paid for time not worked;
- Reporting to work under the influence of alcohol or illegal drugs; recreational or prescribed use of marijuana is not permitted while working.
- Insubordination or disrespect to the Operator, Management or Team Leaders;
- Excessive unexcused tardiness or absence, or failure to notify the Company of tardiness or absences in a timely manner;
- Dishonesty or falsification of Company records or documents, including but not limited to the employment application, Form I-9 documentation, and time punches or other payroll-related records;

Use of inappropriate language or other inappropriate behavior including, but not limited to, using profanity, obscenity, cursing, or other foul or offensive language or gestures in the Restaurant and/or loud or disruptive language, fighting, or conduct;

Violations of the Cash and Coupon Accountability policy.

Improper food distribution, which includes, but is not limited to:

- Giving away food over the counter without receipt of the appropriate payment and/or coupons in exchange;
- Giving away food to team members who are not working that shift or who are not entitled to an employee meal under our Employee Meals Policy without receipt of the appropriate payment;
- Intentionally over-portioning products;
- Taking food home without payment;
- Storing food for later pick-up without payment;
- Sharing break food with an individual who is not a team member;
- Signing for food or goods not delivered;
- Eating during your shifts while not on an approved break;
- Giving out unauthorized promotional material or discounts.

Where progressive discipline is appropriate, the following types of disciplinary action may be taken, in no particular order:

Verbal warning(s)

Written warning(s)

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Suspension without pay

Termination

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

Nothing in this policy is a guarantee that any particular disciplinary steps will be followed in any given case, or at all, and this policy does not reflect any contractual agreement or right of any team member that any particular disciplinary steps will be followed in any given case. Employment at Chick-fil-A at **Englewood In-line and Hackensack FSU** remains at-will.

### **Appearance**

Chick-fil-A at **Englewood/Hackensack** has high standards concerning uniforms and personal appearance, as this is an important element of providing outstanding service to and instilling confidence in our customers. A professional uniform and overall appearance will communicate to customers that the Restaurant cares about customer service, quality, and cleanliness.

#### **Uniforms**

Team members who work on average 30 hours per week or more will receive two uniforms at no cost. Team members who work on average less than 25 hours per week will receive one uniform at no cost. Your free uniform consists of pants, shirt, belt, and nametag. Other items, such as hats and aprons, may be provided depending upon your position.

Shoes must be black and slip-resistant. Team members will be required to provide their own slip resistant shoes. Shoes for Crews are recommended.

All uniform items (including belts, outerwear and caps) must be from the Chick-fil-A TeamStyle collection.

All garments should fit properly and be clean, pressed (as applicable) and in good condition (i.e., no holes, fraying, stains, discoloration, etc.).

All team members must wear proper undergarments.

Team members must present a professional appearance (neat, clean and well groomed).

Chick-fil-A name tags must be worn at all times, on outermost garment, on the team member's right chest. Other miscellaneous pins, buttons, stickers and/or ribbons may not be worn on the uniform or affixed to nametag.

All shirts (except maternity tops or chef coats) must be worn tucked in.

Men's polo shirts must be worn with at least the bottom button fastened.

All buttons must be fastened on women's short-sleeved woven (button-front) and ¾-sleeved woven shirts. Women's long-sleeved shirt may have top button unfastened.

Men must wear solid white t-shirts (no printing or graphics) under all shirts. T-shirts are optional for women. All t-shirts must be in good condition (with no holes, fraying, discoloration, etc.). T-shirt sleeve length should not extend below bottom edge of Team Style shirtsleeve.

Pants must fit properly and must be hemmed to fall no lower than the midpoint of the heel. Cuffed and/or pegged pants are not allowed.

Team Style belt must be worn and must be trimmed so that end does not hang below belt line.

Shoes must fit properly with laces tied, unless limited by temporary medical conditions requiring corrective orthopedic devices (due to broken bones, surgeries, etc.).

Females must wear solid black socks, black hose or flesh-toned hose. Males must wear solid black socks.

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Long sleeve t-shirts may be worn during winter months under polo's. All long sleeve shirts must be solid without graphics or printing. The only colors allowed, are solid grey, black, or red long sleeve t-shirts.

Chick-fil-A Team Style caps/visors may be worn at the Operator's discretion and/or in order to comply with local health department requirements. Caps/Visors must be clean and have no visible stains or discoloration. Caps/Visors should be worn on the head with the bill facing directly forward and above the eyebrows so that eyes are clearly visible under brim of cap.

### Jewelry

Jewelry (including medical alert jewelry) must be modest in size to help prevent the cross-contamination of food and worn in good taste so as not to be distracting to customers or fellow team members. Any necklace worn should be tucked inside clothing to avoid being a safety hazard.

Rings must be limited to a wedding band or set (none on thumbs). In food preparation areas, rings, if worn must be plain bands and must be worn with gloved hands to avoid food contamination or catching on equipment.

Medical alert bracelets must be conservative in size and appearance; they should not have gemstones that could come loose. Other bracelets, watches, or wristbands (e.g., rubber or string, etc.) may not be worn.

Earrings must be limited to plain stud earrings (no dangling earrings, including hoops of any size or gauges of any size).

Women and men may have no more than two earrings per ear, worn only in the earlobe.

Nose piercings may be permitted at the discretion of the Operator, however if deemed inappropriate, may be asked to be removed.

### Grooming

Good personal hygiene is expected of team members when they report for work (e.g., clean-shaven, bathed and with appropriate application of body deodorant).

Hair and nails must comply with local health department requirements.

Hair must be clean and worn in good taste so as not to be distracting to customers or fellow team members. Hairstyles must be neat and professional in appearance. Hair coloring is permissible, but only naturally occurring hair colors are allowed. Eccentric styles (e.g., Mohawks, shaven designs, etc.) are not permitted.

Females: Hair that falls around face must be tied back using a simple hair band or barrette that has no loose or dangling parts.

Males: Hair must not fall below midpoint of collar in the back, below midpoint of ear on the sides, or below eyebrows on the forehead. **Cleanly shaven facial hair is permitted at All Restaurants. The following facial hair styles are acceptable:**

- Short, neatly groomed mustaches.
- Short, neatly groomed goatees with well-defined lines.
- Short neatly groomed beards with defined cheek and necklines.
- Short is defined as hair up to 1/2" in length (#4 standard trimmer guard)
- Neatly trimmed means there is a defined line where hair ends.

Makeup must be subdued and worn in good taste so as not to be distracting to customers or fellow team members.

Fingernails must not extend beyond fingertips when viewed from the open palm.

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Fingernail polish must not be worn in food preparation areas; if worn, elsewhere, it must be a solid color, worn in good taste, to the discretion of the manager on duty, and worn only in customer service areas.

False fingernails are not allowed permitted. Fingernail gems must not be worn.

Tattoos visible on the neck or face are not permitted. Any tattoo that is considered violent, vulgar, or offensive in nature to any group is not permitted. The determination of what may be considered an appropriate tattoo is left to the discretion of the Operator and tattoos acquired by Team Members after being employed by Chick-fil-A Englewood also must adhere to this policy.

Perfume or cologne must be subdued in fragrance and not be distracting to customers or fellow team members.

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

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

Chick-fil-A at **Englewood/Hackensack** will, consistent with the requirements of federal, state or local law, consider making reasonable accommodations with respect to dress or grooming requirements that are directly related to a team member's religion and/or ethnicity. If an accommodation of this nature is required, please notify your Operator and be prepared to discuss potential reasonable accommodations.

### **Smoking and Use of Tobacco Products Prohibited**

Smoking of any substance and the use of any type of tobacco or marijuana product is prohibited in all areas of the Restaurant, grounds, and/or in view of the customer, including outdoor areas such as the sidewalk areas surrounding the restaurant, entry points, back alley, parking lot, and on the premise.

### **Workplace Violence**

To help create a safe workplace, and consistent with our commitment to treating every individual with honor, dignity and respect, Chick-fil-A at **Englewood/Hackensack** policy provides for zero tolerance of violence (or threats of violence) in the workplace. Absolutely no workplace violence or threats of violence will be tolerated.

For purposes of this policy, workplace violence is defined as the deliberate and wrongful violation, damage, harm, or abuse of other persons, one's self or property, and includes threats of violence. Prohibited conduct includes, but is not limited to:

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

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

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

### **Workplace Safety**

The safety of team members, customers and others who come into contact with the business is very important to Chick-fil-A at **Englewood/Hackensack**. Accordingly, the Company strives to maintain safe working conditions for all team members, as well as safe conditions for customers and third parties.

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

- Team members are expected to report immediately any unsafe conditions or safety hazards to their immediate supervisor.
- Team members should immediately clean up any spills or, if it is impractical to do so, should promptly notify their team leader that a spill has occurred and needs to be cleaned up.
- Team members should be aware of the location of the Restaurant's first aid kit and fire extinguishers.
- Team members are expected to report any suspicious person(s) or activity to the manager on duty as quickly as possible.
- **Team members must report immediately any accident or incident that occurs on the job and results in an injury or the possibility of an injury – no matter how minor it may seem at the time – to their team leader or Manager on duty.**
- Fighting or horseplay on the job is prohibited.
- **All Team Members of Chick-fil-A Englewood/Hackensack consent to being video and audio recorded. Video and audio recordings are the sole property of Chick-fil-A Englewood/Hackensack and will be used to aid in the investigation of workplace safety, harassment, or theft.**

### **Workers' Compensation**

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

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

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

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In most circumstances, upon submission of a medical certification that a team member is able to return to work from a workers' compensation leave, the team member will be offered the same position held at the time the leave began or an equivalent position, if available. If the same position or its equivalent is not available, an employee's return to work will depend on job openings existing at the time of her/his scheduled return. A team member returning from a workers' compensation leave has no greater right to reinstatement than if the team member had been continuously employed rather than on leave.

The location of the facility that provides medical treatment to team members who are injured in a work-related incident at your Restaurant is listed on informational posters that are on display in our Restaurant, or is

otherwise available from your Manager. All team members will be referred to the indicated location. Team members who do not pre-designate their own physicians will be treated by the physician within the Medical Provider Network. After this initial treatment, you will be able to choose your physician within the Medical Provider Network.

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

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

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

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

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

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

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

### **Use of Company-Owned Telephone and Electronic Devices**

This policy addresses the use of Chick-fil-A at **Englewood/Hackensack** telephones, communications equipment and other electronic resources. The telephone in the Restaurant (including any voice mail or voice messaging system) is the property of Chick-fil-A at **Englewood/Hackensack**, and accordingly, any communications through our telephone and voice mail systems at the Restaurant should generally involve the Restaurant's business and business-related activities. Occasional personal use may be allowed, but personal calls must be kept to a minimum and should be kept brief.

Similarly, the computer(s) or computer system(s) in the Restaurant are the property of Chick-fil-A at **Englewood**, and should be used only for business purposes. The Company may access or monitor its electronic communications (including but not limited to the e-mail and internet systems in the Restaurant), and may obtain the communications and information contained within those systems without notice to users.

Team members should understand that there should be no expectation of privacy by any team member as to his or her usage of the Restaurant's telephone, voice mail, computer, e-mail, internet or other electronic resource, device, system or mechanism.

### **Use of Personal Cellular Telephone and Other Electronic Resources While on Duty**

Personal calls during work hours, regardless of the telephone used, can interfere with team member productivity and be distracting to others. A team member's cellular telephone and/or other electronic resources including, but not limited to, smartphones, computers, and other personal communications devices (collectively referred to in this policy as "cell phone"), generally may not be used, worn or kept on the team member's person while the team member is on duty at the Restaurant, without specific permission from the Manager and subject to any limitations set out by the Manager. Permission to use, wear or carry a personal cell phone during work time will be determined on a case-by-case basis. If a team member has a specific need to use, wear, or carry a personal cell phone during work time, the team member is responsible for requesting permission from the Manager prior to using, wearing or carrying the cell phone and explaining to the Manager the reason for the request and anticipated duration for the exception to this policy.

Team members may use personal cell phones during breaks and are asked to communicate, if necessary, about personal issues during this time. The Company will not be liable for the loss of or damage to personal cell phones brought into the workplace.

Team members whose job responsibilities include driving are strictly prohibited from using cell phones while driving. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees who are driving are instructed to pull off to the side of the road and safely stop the vehicle before placing or accepting a call and/or reading or sending a text or email message.

In situations where an employee drives for work and uses a cell phone for work purposes, state or local law may place additional restrictions on the employee's ability to use a cell phone while operating a motor vehicle. Under no circumstances should an employee place himself or herself at risk to fulfill business needs. Employees who are charged with traffic violations resulting from the use of their cellular telephones or other electronic devices while driving will be solely responsible for all liabilities that result from such actions.

Violations of this policy may result in disciplinary action, up to and including termination of employment.

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Similarly, the computer(s) or computer system(s) in the Restaurant are the property of Chick-fil-A at **Englewood**, and should be used only for business purposes. The Company may access or monitor its electronic communications (including but not limited to the e-mail and internet systems in the Restaurant), and may obtain the communications and information contained within those systems without notice to users.

Team members should understand that there should be no expectation of privacy by any team member as to his or her usage of the Restaurant's telephone, voice mail, computer, e-mail, internet or other electronic resource, device, system or mechanism.

### **Cash and Coupon Accountability**

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

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

1. At the beginning of your shift, you should verify the beginning cash total in your cash drawer. If you fail to count the drawer, it will be assumed that you agree with the beginning total determined by the team shift leader, or Manager.
2. You should not allow any other team member (including team leaders) to use your cash drawer.
3. Should it be necessary to obtain change during your shift, contact a team or shift leader, or the Manager to make change. Cashiers should not make change with other cashiers.
4. Should it be necessary to skim your drawer, both the cashier and team leader (or Manager) should verify and record the amount in the POS system.
5. When you finish your shift, you may only count your drawer in the presence of a team leader or Manager. If you decide not to count your drawer with a team leader or Manager, the team leader or Manager will count the drawer and it will be assumed that you agree with the ending cash and coupon total determined by the team leader or Manager.
6. It is against our policy to undercharge a customer, ring up an unauthorized discount or pass food across the counter without payment. Any such incident may result in serious disciplinary action, including but not limited to immediate termination of employment, as well as possible prosecution.
7. Team members should never store or place cash or DOC's in their pockets or otherwise on their persons.

**You** are responsible for the cash and coupons that you process during your shift. It is necessary in our business that we take this Cash and Coupon Accountability Policy extremely seriously. Any action by a team member contrary to this policy will result in disciplinary action, up to and including termination of employment. Negligent or purposeful losses may result in forfeiture of pay to the extent allowed by applicable law. Additionally, you should understand that Chick-fil-A at **Englewood/Hackensack** may investigate all losses for possible prosecution. All team members, as a condition of employment, are required to cooperate with any investigation conducted by the Manager, another authorized representative of Chick-fil-A at **Englewood**, or any authorized law enforcement agency.

### **Leaves of Absence**

Chick-fil-A at **Englewood/Hackensack** will comply with all federal, state and local laws pertaining to employee leaves of absence and/or time off from work. Those leaves of absence include, but are not limited to, those explained below.

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**New Jersey Paid Sick Leave Law**

Chick-fil-A Englewood/ Hackensack complies in all respects with the **New Jersey Paid Sick Leave Law** (the "PSLL" or "Act").

**Employee Eligibility**

All employees accumulate and are eligible to use accumulated sick leave under the Act.

- Sick leave begins to accrue on the date the law takes effect, October 29 2018.
- These employees can use earned sick leave beginning on the 120th calendar day after their employment commences.
- For employees hired after Act takes effect:
- Sick leave begins to accrue upon their employment commencement date
- These employees can use earned sick leave beginning on the 120th calendar day after their employment commences

**Reasons for Leave and Amounts of Leave**

An employee may take up to forty (40) hours of accumulated earned sick time in each calendar year for the following reasons:

- Diagnosis, care, treatment or recovery from a mental or physical illness, injury or other adverse health conditions, or for preventative medical care of the employee.
- Caring for a family member during diagnosis, care, treatment of or recovery from a mental or physical illness, injury or other adverse health conditions, or for preventative medical care of the employee's family member.
- Time needed after the closure of the employee's workplace or the school/place of care of the employee's child by order of a public official or other public health agency, or if a public health authority issues a determination that the presence of the employee or their family member would jeopardize the health of others.
- Attending a school-related function of the employee's child requested or required by the school responsible for the child's education, or attending a meeting concerning the care provided to the child in connection with the child's health conditions or disability.
- Absences necessary due to the employee or employee's family member being a victim of domestic or sexual violence if earned sick leave is used for:
  - Medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence
  - Services from a designated domestic violence agency or victim services organization
  - Psychological counseling or other counseling
  - Relocation
  - Other legal services including obtaining a restraining order, or preparing for or

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participating in any civil or criminal legal proceedings related to the domestic or sexual violence.

### Notice of Operator

If you want to use accumulated "earned sick time" as defined in the Act for one of the reasons set forth in that Act, you are required to comply with the following guidelines in advising the Operator or Leadership:

- If use of earned sick leave is foreseeable you are required to provide notice 7 calendar days advanced notice to the Operator or Leadership.
- If use of earned sick leave is unforeseeable, you are required to provide notice to the Leader on duty or the Operator as soon as practicable.
- In both instances you must inform the Leader on duty or the Operator as when you will begin your sick leave and the amount of sick leave you intend to take. Please review the section below regarding details of the New Jersey Paid Sick Leave Law.

Employees must provide sufficient information for the Operator to determine if the leave qualifies under the Act.

### Documentation

If you require sick leave for three (3) or more consecutive days, you are required to provide documentation to the Operator. For special **blackout days** established by the Operator, documentation is required for use of even one (1) day. **Blackout days are Friday's and Saturday's, the days of Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day, including the business days preceding and following the afore mentioned holidays.** This documentation must show that you are using sick leave in accordance with permitted purposes under the law prior to the end of the pay period during which the sick day was used. A doctor's note is an example of documentation that can be used to validate the use of sick leave.

### Compensation

Increments of Sick Leave: The largest increment of earned sick leave that an employee will be required to use is the number of hours the employee was scheduled to work during the applicable shift. For example, if you are scheduled to work a 7-hour shift, the Operator will not mandate that you use paid sick time of 8 hours. You will be paid for earned sick leave the same rate of pay with same benefits as you normally earn. When you leave the employment of Chick-fil-A Englewood/Hackensack, you are not entitled to compensation for unused accumulated sick time under the Act.

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

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

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## **Family and Medical Leave**

Chick-fil-A at **Englewood/Hackensack** will grant family and medical leaves of absence to eligible employees in accordance with the requirements of the federal Family and Medical Leave Act (“FMLA”) and any applicable state or local law. (Where state law provides for family or medical leave, FMLA and state law leave will, to the extent allowed by law, run concurrently.) Eligible employees will be provided the most generous benefits available under applicable federal, state, or local law.

An employee should contact his or her Manager as soon as the employee becomes aware of the need for family or medical leave. This policy sets forth a summary of our policy in this regard, and employees’ rights to family and medical leave.

### **Employee Eligibility**

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

### **Reasons for Leave and Amounts of Leave**

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

**Birth, Adoption or Foster Care** – because of the birth of a child and care of the newborn, the adoption of a child, or the placement of a foster child with the employee;

**Employee’s Own Serious Health Condition** – because of the employee’s own serious health condition;

**Family Member’s Serious Health Condition** – to care for a son or daughter, parent, or spouse with a serious health condition; or

**Active Duty Exigency** – because of qualifying exigencies arising out of the fact that the employee’s spouse, child, or parent is on, or has been notified of an impending call to, active duty with the Armed Forces (if the spouse, child or parent is a member of the National Guard or Reserves or is a retired member of the Armed Forces or Reserve). Qualifying exigencies are: (1) short notice deployment, (2) military events and related activities, (3) childcare and school activities, (4) financial and legal arrangements, (5) counseling, (6) rest and recuperation (limited to five days), (7) post-deployment activities, and (8) other activities, provided that the Company and the employee agree that the activity qualifies.

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

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

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

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

### **Intermittent and Reduced Schedule Leave**

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

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

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

### **Certification**

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

Employees who need leave for the employee's own serious health condition, a family member's serious health condition or a serious injury or illness of a covered service member must provide medical certification of the serious health condition or injury from a health care provider. The Company may, at its own discretion, also require a second or third opinion (at the Company's expense), periodic re-certifications of a serious health condition, and, when the leave is the result of the employee's own serious health condition, a fitness for duty report to return to work. Employees who need leave due to an active duty exigency will also be required to provide a certification of such need. If the employee fails to provide

proper advance notice or certification for leave, the leave may be delayed or may not be designated as family and medical leave under this policy.

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

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

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

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

### **Job Reinstatement Upon Return From Leave**

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

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

### **Additional Employee Rights Under the FMLA**

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

#### **Jury Duty Leave**

Chick-fil-A at **Englewood** allows team members to take leave to serve jury duty. Team members summoned for jury duty should notify their Manager as soon as they receive a jury summons, and make arrangements with their Manager concerning their schedule. Leave to serve jury duty will be unpaid, unless state law requires otherwise. Team members may be provided time off with pay when and as necessary to comply with state jury duty laws and/or federal wage and hour laws. When team members serve jury duty, they generally are expected to return to work if excused from jury duty during their regular work hours, unless state law provides otherwise. It is the intent of the Company to comply with any applicable state or local law in the adoption of this policy.

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**Resignation**

When an employee resigns from employment, it may be considered customary to provide at least two weeks advance notice of resignation where practicable. Some employees may give a longer notice in order to allow their employer to plan accordingly before the resigning employee departs. If you choose to resign from your employment at Chick-fil-A at **Englewood** we would appreciate your providing us with as much advance notice as possible -- although you are not required to provide any length of advance notice at all. Please remember that, whatever notice you are able and choose to provide, your employment remains at-will, which means you have the opportunity to resign your employment at any time you choose.

Upon receipt of notice of a team member's resignation, the Company reserves the right to choose to release the team member immediately or at some date prior to the team member's requested or designated last day of work, rather than allowing the team member to work through the end of the notice period.

**Termination of Employment**

Consistent with the Company's at-will employment policy, Chick-fil-A at **Englewood** reserves the right to terminate any team member's employment on an at-will basis at any time with or without notice or cause, for any reason not prohibited by law. In the event of termination, team members will be provided with their final paycheck in accordance with applicable law.

**Return of Company Property**

Upon termination of employment (whether by voluntary resignation or involuntary discharge or otherwise), team members must immediately return any and all Company property in the team member's possession, custody or control, including but not limited to any and all Company keys, name badges, uniforms, documents and any and all proprietary and/or confidential documents or information of Chick-fil-A at **Englewood/Hackensack** to receive their final paycheck. Uniforms should be returned in clean condition.

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