**EMPLOYEE**

**POLICY MANUAL**

**Golden Arch Enterprises, Inc.**

**d.b.a.**

**McDonald’s**

**(December 2021)**

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**WE’RE GLAD YOU’RE HERE!**

We want customers to respect us, have confidence in our people, tell others about us, and come back again for future visits. Employees should work as a positive, contributing team member. We all work together as a team to provide outstanding service to our customers. **Treat every customer like a special guest – make eye contact and smile at the customer.** A warm, sincere greeting with a genuine smile goes a long way. Employees should **greet customers by name if possible, and make that extra effort to provide exceptional service – help carry trays, offer refills, and open the door for them. Make sure you thank them for coming and invite them to come back. If a customer is not happy with their experience at the store, please sincerely apologize for what happened, try to “make it right” for the customer, and immediately ask a manger to talk to the customer.**

The food service industry is the third largest industry in the United States in dollars volume, and the we believe that the demand for eating places away from home will continue to grow. Golden Arch Enterprises will be a part of that growth.

This Employee Policy Manual goes into effect immediately for all employees and supersedes all other verbal or written policies which may exist. More specific policies, procedures, training programs or instructions, either verbal or written, may also apply depending on the employee’s job, so long as they are not in conflict with the policies in this handbook.

From time to time it may be necessary to make changes in an employee’s job, scheduling, compensation, benefits, policies, etc., and the Company reserves the right to do so at any time throughout employment, without cause or prior notice. Changes to these policies and this manual may only be made when authorized in writing by an Owner/Operator of Golden Arch Enterprises, Inc., and whenever changes are made, employees will be informed of the change and the effective date of the same.

**Please read this handbook carefully and retain it for future reference.** We hope your employment with Golden Arch Enterprises will be a rewarding one. **The vast majority of our upper managers and supervisors were developed and promoted from within the company. There are many opportunities for advancement.**

We encourage you to first communicate directly with the store manager about work related issues. However, if afterwards, you still need to talk to us, please feel free to call 1-888-MCD-ARCH or 1-888-623-2724 to speak to us or our office. “We’re glad you’re here as part of our company and our team!”

Sincerely,

Harris & Mary Liu

Owners/Operators

**I.**

**GENERAL POLICIES & COMMITMENTS**

**Equal Employment Opportunity Commitment:** **Golden Arch Enterprises is committed to the policy and practice of equal employment opportunity in hiring, employment and promotional decisions.** Golden Arch Enterprises seeks to employ and advance the best qualified applicant and employee without regard to race, color, religion, sex, age, national origin (including language use restrictions), ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer, genetic characteristics, and genetic information), uniform service membership/veteran status, marital status, sexual orientation, pregnancy (including childbirth, breastfeeding, and medical conditions relating to pregnancy, childbirth, or breastfeeding), citizenship status, genetic characteristics, gender, gender identity, gender expression, domestic violence victim status, denial of family and medical care leave or pregnancy disability leave, or any other consideration made unlawful by federal, state or local laws. It also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

If an employee believes that he or she has suffered discrimination, Golden Arch Enterprises wants to know about it, since such activity will not be tolerated.  **Please notify your manager of any violation of this policy, or if the manager is unavailable or the employee is not comfortable with notifying the manager, the employee may contact our office and speak directly to an Owner/Operator of Golden Arch Enterprises, Inc.** **Employees are also requested to put any complaints or concerns regarding these problems in writing, and are asked, but not required, to do so within a reasonable period of time not to exceed three days following the incident.** This will allow the Company to promptly investigate and provide a response in a reasonable period of time. Any employee who files a written complaint with management and is not satisfied with the response or resolution may be bring the matter to the attention of an Owner/Operator of Golden Arch Enterprises, Inc. directly. All reports will be promptly investigated in a confidential manner, and the complainant will be informed of the outcome of the investigation and what corrective action will be taken. Management will not retaliate against employees making management aware of a complaint, and the Company will make every effort to deter and correct discrimination from occurring at work.

**Americans with Disabilities Act/Fair Employment & Housing Act:** The Americans with Disabilities Act (ADA) and the Fair Employment & Housing Act (FEHA) prohibit discrimination in any terms or conditions of employment for qualified individuals with a disability. The law requires that employment decisions be based on the ability of a person to perform the essential functions of a job, and not the person’s disability or limitations. Further, it requires management to reasonably accommodate individuals with disabilities when necessary.

To comply with the ADA and FEHA, Golden Arch Enterprises will:

* Identify the essential functions of a job;
* Determine what impediments may exist to the person performing the job;
* Discuss with the employee what options or accommodations may exist to permit the individual to fill the position;
* Determine which accommodation will be granted;
* Notify the individual of the decision and explain the choice;
* Base the decision upon the facts as presented, and document the process.

**Policy Against Harassment:** In accordance with state and federal law, **Golden Arch Enterprises has adopted and maintains strict enforcement of this policy against harassment.**  Harassment is behavior which creates a work environment that is hostile, offensive or intimidating to the employee and is made that way on the basis of their race, color, religion, sex, age, national origin (including language use restrictions), ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer, genetic characteristics, and genetic information), uniform service membership/veteran status, marital status, sexual orientation, pregnancy (including childbirth, breastfeeding, and medical conditions relating to pregnancy, childbirth, or breastfeeding), citizenship status, genetic characteristics, gender, gender identity, gender expression, domestic violence victim status, denial of family and medical care leave or pregnancy disability leave, or any other status protected by federal, state or local laws. The intent of this policy is to eliminate harassment from occurring at work. All employees are encouraged to cooperate and abide by this policy and must be aware that the Company will not condone or tolerate any such harassment.

To help employees better understand what types of actions might be considered harassment, the following examples are offered: verbal abuse, including making or using derogatory comments or slurs; suggestive or degrading words, comments or suggestions; obscene letters, notes or invitations; unwelcome physical contact, unwanted touching, assault or impeding or blocking of movement; threats of retaliation; offering or withholding of employment or employment benefits in exchange for sexual favors; unwanted advances or propositions; visual conduct, including sexual gestures, leering, suggestive objects, pictures, posters, calendars, etc.; and graphic verbal commentaries about an individual’s body. Any employee observing or subjected to harassment by another employee, manager, customer, or agent of the Company must promptly and fully report the facts of the incident and the names of the individuals involved to their immediate supervisor or manager, or, if not comfortable with discussing it with those persons, the employee may contact an Owner/Operator of Golden Arch Enterprises, Inc. Employees are also requested to put any complaints or concerns regarding these problems in writing, and are asked, but not required, to do so within a reasonable period of time not to exceed three days following the incident. This will allow the Company to promptly investigate and provide a response in a reasonable period of time. Any employee who files a written complaint with management and is not satisfied with the response or resolution may be bring the matter to the attention of the Owner/Operator of Golden Arch Enterprises, Inc. directly. All reports will be promptly investigated in a confidential manner, and the complainant will be informed of the outcome of the investigation and what corrective action will be taken. Management will not retaliate against employees making management aware of a complaint, and the Company will make every effort to deter and correct harassment from occurring at work. In addition to the above, in accordance with California law, employees are required to read and acknowledge the Department of Fair Employment and Housing pamphlet entitled “Sexual Harassment.”

**Drug-Free Workplace Policy:**  **The Company is committed to providing a drug-free workplace**. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace, on Company premises, on job sites and in Company equipment or vehicles, on working time, and before or after work on Company premises. A controlled substance is defined as any drug or substance which could lead to psychological or physical impairment and dependency and which has a potential for abuse. By way of example, controlled substances include, but are not limited to the following: Marijuana, Hashish, PCP, Cocaine, Crack, Crank, Methamphetamine, LSD, Heroin, Amphetamines, Barbiturates, Quaaludes and Opiates. Working with any drugs or alcohol shall be deemed to be in violation of this policy. Any employee who engages in any of the above prohibited activities may be terminated.

**Employment At-Will:** **Employment at Golden Arch Enterprises is terminable at-will, which means that it is terminable at any time, without reason, and without notice by either the employee or the Company.**  In addition the employer may also demote, layoff, transfer or reassign employees at any time without cause or reason. For scheduling purposes only, it is hoped that employees who choose to leave Golden Arch Enterprises will give as much advance notice as possible.

**Eligibility to Work:** Golden Arch Enterprises is committed to employing U.S. citizens and those non-citizens who are lawfully authorized to work in the United States. In order to comply with the Federal Immigration Reform and Control Act (IRCA) of 1986, each employee must complete an Employment Eligibility Verification Form (Form I-9) and present proper documents to establish their identity and employment eligibility within three working days of hire. In addition, those employees who do not possess proper documentation but who are attempting to secure such evidence shall be allowed fourteen (14) days to comply with this requirement.

Any person employed pursuant to a work permit, visa, or other appropriate documentation with an expiration date must also reestablish their eligibility for employment at the expiration of such time by the presentation of additional documents establishing continuing eligibility and fill out the corresponding section on the Form I-9.

**Communications and Problem Resolution:** **Golden Arch Enterprises is committed to good employee relations. Open discussion of problems, complaints, suggestions, or questions is encouraged and will receive a timely response from Golden Arch Enterprises supervisors and management.**

**Experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive.** Golden Arch Enterprises amply demonstrates its commitment to employees by responding effectively to employee concerns. **Employee suggestions and comments on any subject are important and are encouraged by the Company**. Employees will not in any way adversely affect their job because they have brought a problem or concern to the attention of the Company.

**If employees disagree with established rules of conduct, policies, or practices, they can express their concern through the problem resolution procedure.** No employee will be penalized, formally or informally, for filing a complaint with the Company in a reasonable, business-like manner, or for using the following problem resolution procedure:

***Problem Resolution:***

***Step One:* An employee should notify their immediate Store Manager of any issue and/or concern, in writing, within seven (7) days of the problem occurring.** The Store Manager shall respond in writing providing the employer’s position within seven (7) days thereafter.

***Step Two:* If the response from the Store Manager is not satisfactory to the employee, then the employee shall notify the Supervisor, in writing, within seven (7) days of receiving the Store Manager’s response or the matter shall be considered dropped.** Upon receipt, the Supervisor of the store shall respond to the employee’s concern within seven (7) days. The Supervisor has full authority to make any adjustment deemed appropriate to resolve the problem.

***Step Three:* If the response from the Supervisor is not satisfactory to the employee, then the employee shall notify the office representative, human resource manager, or owner/operator, in writing, within seven (7) days of receiving the Supervisor’s response or the matter** **shall be considered dropped.** Upon receipt, the office representative, human resource manager or owner/operator shall respond to the employee’s concern within seven (7) days. These individuals also have full authority to make any adjustment deemed appropriate to resolve the problem.

Although not every problem can be resolved to all parties’ satisfaction, Golden Arch Enterprises will make every reasonable attempt to respond to the employee’s concerns, and to address legitimate and serious issues.

***Arbitration:*** The employee agrees that all disputes related to an employee’s employment by the Company or termination of that employment shall be submitted to binding arbitration if the employee has voluntarily agreed to Arbitration pursuant to the Arbitration Agreement attached as Appendix A as part of this handbook.

**The Customer -- Our Real “Boss”:** Who made our industry the third largest in the United States? Where does the money come from that pays our bills? The answer is obvious. The customer. Because of this fact, all of us need to be interested in making our real “boss” happy. We need to recognize that each customer is a unique individual with his own moods, tastes, and needs in order to contribute to making the customer’s visit to Golden Arch Enterprises an enjoyable one.

**It is every employee’s job to provide the best service possible:**

* **Smile! Be friendly to others.**
* **Greet customers cheerfully. Learn to greet customers by their name.**
* **Are polite and ready to provide quick and accurate service.**
* **Are enthusiastic. Everyone likes to be around people who are enthusiastic. Being enthusiastic makes the job more enjoyable.**
* **Provide a friendly closing, thank the customer, and invite them back.**

The customer’s evaluation of the entire restaurant will be strongly influenced by the impression created by our team. A positive attitude, knowledge, personality, speed, and skill in relating to customers are all important.

**Customer Complaints:** **If you receive a complaint from a customer, please listen attentively to the customer and acknowledge what they are saying. Sincerely apologize for whatever happened, fix the situation, thank them for letting you know what happened, and invite them to come back again. Immediately notify a manager as well so he/she can assist you in following up with the customer if necessary.**

**II.**

**ADMINISTRATIVE POLICIES**

**Employee Information**: All employees of Golden Arch Enterprises must provide the Store Manager with the following information and update this information whenever necessary:

1. Current home address and phone number.

2. Social Security number and W-4 withholding information.

3. Name, address and phone number of doctor and/or hospital of choice.

4. Name, address and phone number of person(s) to be reached in case of an emergency.

5. Any change in marital status where that change will affect W-4 withholding.

6. Changes in status affecting Eligibility for Employment (I-9).

**Employee Classifications:**

Part-Time: Hours will vary based on the needs of the restaurant, and the performance of the employee. All employees may be scheduled to work less than forty (40) hours per week. By accepting a position with the company, an employee understands and accepts that he/she can be scheduled to work part-time hours.

Temporary: Employees who are regularly scheduled to work any number of hours; but who are hired for a specific task, on an “on call” basis, or a limited duration generally lasting three (3) months or less. Such employees do not earn benefits except those required by law.

Non-Exempt: Employees who work in the restaurant and who do not meet the criteria for exemption from overtime under state or federal laws. These individuals must be paid overtime according to specific regulations which are outlined in the following sections.

Exempt: Employees who are bona fide managerial and supervisory persons, as defined by state and federal law and are exempt from overtime pay. These individuals normally do not qualify for overtime pay, but may take time off when needed, as arranged with their manager.

An employee’s classification will be assigned at the time of hire and cannot be changed except by written authorization of an owner/operator of the Company. Changes in scheduling will not automatically result in a change of classification.

**Hours of Work & Employee Schedule:** Because of the nature of the business, the store hours and employee schedules will vary depending upon the season, customer requirements, and general business conditions. By accepting a position with our company, you agree to work varied hours which are part-time. **Specific employee schedules are posted in the crew room for each week. It is the responsibility of the employee to check this schedule and note when they are scheduled to work.** Changes in work schedules are sometimes necessary and the Company reserves the right to make changes to an employee’s schedule and/or the operating hours whenever it is necessary for business purposes.

**Time Cards:**  Time records are maintained in the registers and are used as a means of accurately recording hours of work and calculating pay for employees of Golden Arch Enterprises.  **It is required that each employee punch in and out on their time card at the beginning and end of the day as well as for 30 minute meal periods.  Employees are required to clock in and out for their 10 minute paid breaks for purposes of recording that the breaks were properly taken. Not taking required breaks, not coming back on time from a 30 minute meal periods or 10 minute break, or not clocking out immediately when directed by management when management has determined that work is completed for your shift is considered grounds for termination.**

All non-exempt employees must be paid for all hours worked.  Previous days time punches must be reviewed by the end of the next day you are scheduled to work.  If time punches are correct, you must initial that they are correct.  If they are not, you must bring this to the attention to the restaurant manager and write a note on the payroll signature sheet advising of the discrepancy/inaccuracy of the time punch so that any time punch errors may be corrected.  As stated on the payroll cover sheet that accompanies each payroll signature sheet, your signature, unless otherwise noted, on the payroll signature sheet indicates that you have been paid for all regular and overtime hours and that you have received all legally required meal and rest breaks during the applicable pay period. **Not initialing next to time punches when they are correct, not writing notes reflecting incorrect time punches, or not bringing incorrect time punches to the attention of the General Manager for correction is grounds for termination.**

Any falsification of or failure to provide accurate information on the time card, or punching another employee’s time record, may result in discipline and/or termination of employment. Time records must reflect the date, start time, end time, lunch breaks begin and end time, the fact that rest breaks were taken, total hours, and must be signed by the employee and it is a serious policy violation to not do so.

**Overtime Pay:** Only overtime work assigned and approved in advance by management will be allowed. Overtime pay applies only to persons who are not exempt as defined above. Overtime pay applies to all hours worked in excess of 8 hours per day and/or 40 hours per week, and will be paid at the rate of 1½ times the employee’s regular straight time pay. Overtime pay applies only to persons who are exempt as defined above.

**Pay Days/Pay Checks:** **Golden Arch Enterprises payroll periods are every two weeks** ending on Saturday at midnight. **Paychecks will be available the following week, generally on Friday between the hours of 3:00 – 5:00 pm. Employees must sign the payroll log to receive their check. The employee must also check to be sure the check is accurate. If not, it is the employee’s responsibility to inform the Store Manager in writing immediately of any discrepancy and to call the office as well.** An employee’s paycheck will not be given to anyone other than the employee, except on the express written authorization and request from the employee. A written request with copy of ID of the employee (whose check is being picked up) must be submitted for each paycheck that is to be given to someone other than the employee. All employees must sign a receipt form.

In the event of a lost paycheck, the Store Manager must be notified in writing as soon as possible before a replacement check can be issued. In the event that the lost check is recovered and the Company identifies the endorsement as that of the employee, the employee must remit the amount of the replacement check to the Company within 24 hours of the time that it is demanded. A cost of $10.00 will be charged to the employee for lost check replacement and be deducted from the replacement check.

**Payroll Deductions:** Employee’s pay is subject to the following payroll deductions: Federal income taxes, State income taxes, Social Security taxes, State Disability Insurance, and Garnishments (including child support). No other deduction will be made unless specifically authorized in writing by the employee. Questions regarding payroll deductions should be directed to the Corporate Office.

**Attendance and Punctuality:**  **Attendance on the job is important to this Company, because so much depends on each employee being at work on time and doing his or her share of the job each day. Written requests for time off will be considered when submitted to the Store Manager at least two weeks (14) days in advance. In other cases of absence or tardiness, the employee must personally notify management at least eight (8) hours before they are scheduled to begin work.**

If it is necessary for the employee to be absent for more than one (1) day for any reason, the employee must still notify his or her supervisor or manager each day of the absence. **Unexcused, unreported and/or absenteeism and tardiness will result in disciplinary action, up to and including termination.** **Not following your schedule to work on time and/or not coming to work when scheduled will be considered a “voluntary quit” by your actions.**

**Meal Periods/Rest Breaks:**

**Meal Periods**

Golden Arch Enterprises, Inc. provides at least a 30-minute meal period to employees who work more than five hours in a day, unless they work six or fewer hours total and elect to waive the first meal period. Golden Arch Enterprises, Inc. provides a second 30-minute meal period to employees who work more than 10 hours in a workday, unless they work twelve or fewer hours total, did not waive the first meal period, and elect to waive the second meal period.

Employees should take their first meal period before the end of the fifth hour of work. A meal period that starts after an employee has worked in excess of 5 hours is considered late.

Example: An employee who begins work at 8:00 a.m. should start his/her meal period by no later than 12:30 p.m. in order for the meal period to be completed by the end of the fifth hour at 1:00 p.m. A meal period that begins after 1:00 p.m. is late.

Employees should take their second meal period before the end of the tenth hour of work. A second meal period that starts after an employee has worked in excess of 10 hours is considered late.

Example: An employee who begins work at 8:00 a.m., and who takes a meal period from 12:00 p.m. to 12:30 p.m. should start his/her second meal period by no later than 6:00 p.m. in order for the meal period to be completed by the end of the tenth hour of work at 6:30 p.m. A meal period that begins after 6:30 p.m. is late.

Meal periods cannot be taken at the beginning or end of shifts in order to arrive to work late or leave work early. Employees will be relieved of all of their duties during meal periods and are allowed to leave the premises.

Golden Arch Enterprises, Inc. does not pay non-exempt employees during meal periods.

Any non-exempt employee who is required to work through some or all of a 30-minute meal period, or who is required to take a late meal period, should alert his/her manager of the instance in writing by the end of the pay period to ensure s/he is compensated properly.

If a non-exempt employee does not alert his/her manager of the instance in writing, Golden Arch Enterprises, Inc. will conclude an employee who fails to take a meal period, takes a less-than-30-minute meal period, or takes a late meal period, chose voluntarily to skip the meal period, to take a short meal period, or to take a late meal period, respectively.

Non-exempt employees are expected to take their meal periods in accordance with the applicable guidelines set forth in this Policy. Management is expected to make meal periods available to their employees in accordance with this Policy. Supervisors can schedule meal periods for their employees, taking into account operational requirements and employee needs. Supervisors may stagger employees’ meal periods so ongoing operational responsibilities are not compromised, so long as the applicable guidelines in this Policy are met. When necessary, and for legitimate business reasons, a supervisor may direct an employee to work through a meal period, take a short meal period, or take a late meal period. When this occurs, the supervisor must ensure the employee completes and submits a written notice to Golden Arch Enterprises, Inc. confirming the incident.

Supervisors are responsible for administering meal periods in a fair and uniform manner. Supervisors may not pressure or coerce employees to “voluntarily” skip their meal periods. Any employee who feels s/he has been pressured or coerced into voluntarily skipping a meal period should immediately report the situation to an Owner/Operator of Golden Arch Enterprises, Inc.

Any employee, supervisor, or manager who fails to observe this Policy will be subject to discipline. Violations of this Policy should be reported to an Owner/Operator of Golden Arch Enterprises, Inc. Every report will be investigated and corrective action will be taken where appropriate.

In addition, Golden Arch Enterprises, Inc. will not allow any form of retaliation against individuals who report suspected violations of this Policy or who cooperate in Golden Arch Enterprises, Inc.’s investigation of such reports. Any form of retaliation in violation of this Policy will result in disciplinary action, up to and including termination.

### **Rest Breaks**

Non-exempt employees are authorized and permitted to take a 10-minute paid rest break for every four hours worked, or major fraction thereof. Golden Arch Enterprises, Inc. authorizes and permit rest breaks according to the following schedule:

| **Duration of Shift In Hours** | **# of 10 Minute Rest Breaks** | **Comments** |
| --- | --- | --- |
| 0 to < 3.5 | 0 | A non-exempt employee who works less than 3.5 hours in a workday is not authorized and permitted to take a rest break. |
| ≥ 3.5 to < 6 | 1 | A non-exempt employee who works at least 3.5 hours in a workday but who does not work more than 6 hours in a workday is authorized and permitted to take one 10-minute rest break. |
| > 6.0 to < 10.0 | 2 | A non-exempt employee who works more than 6 hours in a workday but who does not work more than 10 hours in a workday is authorized and permitted to take two 10-minute rest breaks. |
| > 10.0 to < 14.0 | 3 | A non-exempt employee who works more than 10 hours in a workday but who does not work more than 14 hours in a workday is authorized and permitted to take three 10-minute rest breaks.[[1]](#footnote-0) |

Whenever practicable, non-exempt employees should take their rest breaks near the middle of each four-hour work period. Non-exempt employees may not accumulate rest breaks or use rest breaks as a basis for starting work late, leaving work early, or extending a meal period.

Any non-exempt employee who is not authorized and permitted to take a rest break pursuant to the terms of this Policy should alert his/her manager of the instance in writing by the end of the pay period. Otherwise, Golden Arch Enterprises, Inc. will conclude the employee either took his/her rest break or voluntarily decided not to take his/her rest break.

Non-exempt employees are expected to take their rest breaks in accordance with the applicable guidelines set forth in this Policy. Management is expected to make rest breaks available to their employees in accordance with this Policy. Supervisors can schedule rest breaks for their employees, taking into account operational requirements and employee needs. Supervisors may stagger employees’ rest breaks so ongoing operational responsibilities are not compromised, so long as the applicable guidelines in this Policy are met. When necessary, and for legitimate business reasons, a supervisor may direct an employee to work through a rest break. When this occurs, the supervisor must ensure the employee completes and submits a written notice to Golden Arch Enterprises, Inc. confirming the incident.

Supervisors are responsible for administering rest breaks in a fair and uniform manner. Supervisors may not pressure or coerce employees to “voluntarily” skip rest breaks. Any employee who feels s/he has been pressured or coerced into voluntarily skipping a rest break should immediately report the situation to an Owner/Operator of Golden Arch Enterprises, Inc.

### Any employee, supervisor, or manager who fails to observe rest break policies will be subject to discipline. Violations of this policy should be reported to an Owner/Operator of Golden Arch Enterprises, Inc. Every report will be investigated and corrective action will be taken where appropriate.

In addition, Golden Arch Enterprises, Inc. will not allow any form of retaliation against individuals who report suspected violations of this policy or who cooperate in the Company’s investigation of such reports. Any form of retaliation in violation of this policy will result in disciplinary action, up to and including termination.

**Employee Facilities:** Because of the nature of the business, the manager of each facility will determine where it is appropriate for employees to take rest periods.

**Appearance Standard:** Employees of Golden Arch Enterprises are the initial sales person for the Company. First impressions are important! A customer’s impressions are based upon the employee’s appearance and the overall cleanliness of each restaurant. Golden Arch Enterprises requires employees to meet the highest standards of neatness, cleanliness, and grooming. Health regulations required by various governmental agencies are adhered to strictly by Golden Arch Enterprises. **Because of the extreme importance of these health regulations, the Company requires that employees comply with the following grooming standards:**

✔ **TATTOOS:** **There should be no visible tattoos on the face or neck.** Other visible tattoos are permitted so long as they don’t contain obscene, profane, racist, sexual, or objectionable words or imagery. Please cover any not-allowed tattoos with clothing compliant with our Dress Code (like long-sleeve shirts, pants, turtlenecks) or concealing makeup. Due to hand-washing requirements, there are no acceptable methods for covering inappropriate hand tattoos, including bandages, makeup or foodservice gloves.

✔ **NEATLY DRESSED:** Shirts must always be tucked in and all buttons must be buttoned, and employees must wear clothing that is appropriate for their size (never oversized regardless of current fashion trends).

* **HAIR:** Hair must be clean and either cut short (above the shirt collar), or it will need to be tied back and held under a hair net or hat as provided.
* **SIDE BURNS/MUSTACHE:** Must be trimmed up above the earlobe and mustaches must be no longer than the corners of the mouth. All employees must be clean shaven (no beards will be allowed).

✔ **NAILS:** Employees must keep hands and nails clean at all times. If you choose to wear colored nail polish, fake nails, or long nails, then you must wear a company provided food service glove. Employees must wash their hands after restroom use, smoking, clearing soiled dishes, and breaks. This is required by the health dept.

✔ **JEWELRY/PIERCINGS:** Keep earrings no larger than a dime. No more than two earring per ear. A small nose stud is allowed. (no septum piercings or rings). No other pierced jewelry or body adornments are allowed, including tongue studs. For food-safety reasons, no jewelry on hands/forearms are allowed and no bracelets or wristbands are allowed, with the exception of one simple ring and one watch. A necklace must be simple in design. A medical alert necklace is also allowed.

How employees appear to our customers is very important in creating a general impression of the restaurant. Not following the appearance standard can be a basis for termination.

**Uniforms:** **The Company provides employees with two (2) uniform shirts, a visor/cap, and a nametag, and employees can request and be provided with additional ones as needed at any time.** Employees are expected to wear the uniform correctly with shirts tucked in and pants at waist level. Employees must maintain their own uniforms. **In addition, employees must obtain black pants/slacks (no jeans or sweatpants) and black non-slip rubber soled shoes (not canvas). Cardigans and sweatshirts are to be black no logos.**

**Any employee who does not adhere to the above uniform policy will be sent home to change and may be subject to discipline up to and including termination.** Any employee required to leave the store to change clothing will not be paid for such time.

**Employee Parking:** All employees should park away the restaurant in order to leave spaces near the entrance available for customers.

**Bulletin Boards:** Golden Arch Enterprises maintains bulletin boards for employer required notices only.

**Solicitation:** Because of the working environment which Golden Arch Enterprises, Inc.’s desires to create, the focus of persons while at work should be to focus on the job. Interruptions by employees and non-employees who are seeking to solicit support or sell product is disruptive to all employees while performing their duties. Therefore, Golden Arch Enterprises, Inc. prohibits solicitation and/or distribution of material by an employee to another employee while either employee is on “work time.” “Work time” is all time when an employee is required or expected to be engaged in work tasks throughout the store. Solicitation includes, but is not limited to, sale of raffle tickets, household goods (such as Avon products), personal items, as well as appeals for charitable contributions. In addition, distribution of literature is prohibited at all times in work areas.

**Employee Meetings:** Because of the nature of the business it may be necessary from time to time for Golden Arch Enterprises to call employee meetings. Attendance at such meetings will be mandatory for employees and time spent at the meetings will be paid.

**Personal Phone Calls/Cell Phone Use**: **Employees are not to use the restaurant phones except on Company business or in cases of emergency. Employee cell phones are not to be used during working hours. Messages should be retrieved and returned by employees with their personal cell phones while on break or lunch periods. Using a cell phone during a work shift can be a basis for termination.**

**Personal Mail:** Employees may not, under any circumstances, use Golden Arch Enterprises to receive personal mail. Any mail delivered to any such facility will be considered the property of Golden Arch Enterprises and opened regardless of the addressee shown.

**Right of Inspection:** For security reasons, employees are encouraged to leave any valuables including personal possessions, additional jewelry or other items in their cars or at home. Golden Arch Enterprises is not responsible for any lost or stolen items, and any items brought onto Company property are subject to a right of inspection by the Company. This right of inspection includes inspections of any part of the store or office without prior notice and may include offices desks, lockers, equipment or facilities, packages, parcels, purses, handbags, backpacks, briefcases, lunch boxes, bags, computers, computer files, e-mail or voice mail, and any other property brought onto Company premises or furnished by the Company. Any items that employees do not want to be subject to search should not be brought to work.

**Video Surveillance:** To provide a safe and secure work environment, employees may be monitored by closed circuit television cameras in all common areas of the restaurant. No cameras are in use in bathroom facilities, but all other areas may be monitored.

**Professional Conduct:** Golden Arch Enterprises requires that all employees treat each other, customers or vendors and any other persons on Company property and doing business with Golden Arch Enterprises with respect and common courtesy.

**Gift Policy/Tips:** **As an employee of Golden Arch Enterprises, the Company requires that employees not ask for or accept “gifts” or “tips” from vendors or customers.** The term “gift” includes any services or merchandise of any kind, discounts on merchandise or services, cash, checks, gift cards, or any other items of value.

**Conflict of Interest:** Employees are expected to act with honesty, fairness, and integrity and comply with all laws, rules and regulations. **Each employee of Golden Arch Enterprises has an obligation to avoid any activity, agreement, business investment or interest, or any other situation which could be viewed as creating a conflict of interest with the Company, such as participating in activities, investments, or associations that compete with the Company or exploit one's position with the Company for personal gains**. To that end, employees must avoid giving the appearance of such a conflict by accepting money, merchandise or services from any customer or vendor for their personal gain. Employees also should not, under any circumstances, give away product to their friends or family. Any employee who engages in such activity shall be considered as stealing from the Company and will be subject to immediate dismissal and other proceedings.

Good judgment will generally prevent the possibility of such a conflict of interest arising. However, if an employee is engaging in an activity or transaction wherein they are unsure if it could be viewed as creating a conflict of interest with the Company under the terms set forth above, information regarding the potential conflict must be disclosed in advance to their Store Manager, Supervisor, Human Resources Manager or Owner/Operator immediately.

**Dating, Nepotism, and Fraternization Policies:**

While we understand and respect employees’ needs to develop personal relationships at work, the following rules apply in order to avoid workplace conduct that may negatively impact the work environment.

**DATING OR ROMANTIC RELATIONSHIPS**

**Employees who have a direct or indirect reporting relationship to each other are prohibited from dating.** “Dating” means being involved in any kind of romantic or intimate relationship, and includes, but is not limited to, any sexual relationship or encounter.

**NEPOTISM**

Claims of favoritism, a conflict of interest, or problems with supervision, safety, security, or morale may exist when relatives have a direct or indirect reporting relationship to each other. As a result, nepotism is prohibited in the restaurant. **Generally, relatives may not have a direct or indirect reporting relationship to each other.**

Any exceptions to this policy to minimize the problems of supervision, safety, security, or morale can only be made by the Area Supervisor, Director of Operations, or the Owner.

**RESTAURANT MANAGEMENT AND CREW EMPLOYEES**

Managers are prohibited from taking any action which would compromise their ability to effectively supervise and/or discipline the employees under their direction. In addition, **the Company prohibits managers from purchasing or providing alcohol, drugs, tobacco, or contraband for any underage crew members, and for any crew members who work in the same restaurant**.

**EMPLOYEE OBLIGATIONS**:

\***Any employee who enters into or plans to enter into a dating or romantic relationship that violates this policy must advise his/her General Manager immediately.**

\***Relatives who experience a change in employment status and find themselves in a direct or indirect reporting relationship to each other must advise the Area Supervisor, Director of Operations, or the Owner immediately.**

\*In order to address a violation of this policy and to minimize problems of supervision, safety, security, or morale, the Company may take such steps as it deems reasonable and appropriate to correct the violation, including but not limited to transferring or reassigning one or both of the employees involved, demoting the management level employee, or terminating the management level employee.

**Confidentiality & Proprietary Information:** **Please remember that this confidential work-related information is not to be discussed with anyone not employed by Golden Arch Enterprises nor shared in casual conversation within the Company.** Also, confidential information is not to be accessed unless needed for performance of one’s job duties. This information is to remain confidential both while you are an employee of Golden Arch Enterprises and afterward, if your employment should end. Confidential information could include, but not limited to:

✔ Proprietary information concerning Golden Arch Enterprises, such as its trade secrets,.

✔ Information which might impact the investment value or future value of any business enterprise.

✔ Operational instructions including recipes, ingredients, procedures for food preparation, and alarm codes.

**Violation of these confidentiality guidelines will result in appropriate disciplinary action which may include termination of employment and legal action.**

**Access to Personnel Files:** Upon request, employees may inspect their own personnel files at a mutually agreeable time, in the presence of management. Any such time spent reviewing such personnel files will not be paid for by the Company but employees will be allowed to review any records regarding their qualification for employment, promotion or wage increases or discipline. No one in the Company may alter, tamper or in any way change a document in the personnel files, or related to personnel information without express authorization and direction from the head of Human Resources or an owner/operator.

**Company Property:** No personal use of Company equipment is permitted without express written authorization from Company Management. **Keys, uniforms and other Company property furnished by Golden Arch Enterprises must be returned to the Company prior to employment ending.** Any employee who misuses, damages or destroys Company property through inappropriate uses will be held responsible for the replacement costs of such equipment.

**Care of Equipment:** Employees are expected to use care when operating any company equipment or property and follow all use and safety instructions or directions at all times. Under no circumstances may an employee remove or disable any safeguard or safety precaution nor may an employee move any property or equipment without the express authorization of the Manager.

**Employee Suggestions:** Golden Arch Enterprises management is interested in employees as people and values them as a member of the overall staff. If necessary, Golden Arch Enterprises management will assist with any business related problems, and are interested in any ideas or suggestions employees may have since they are often in the best position to determine the needs of the Company with relation to our business. Any employee who has a practical, cost saving suggestion, should notify the Corporate office. It is the sincere desire of Golden Arch Enterprises to provide a favorable work environment and to cultivate a good rapport with all employees.

**A Clean, Organized Work Place:** All employees are responsible to maintain a neat, clean, and sanitary work environment. Each employee should take responsibility for their work station and maintain its overall general appearance.

**Communication in the Service Area:** Out of respect for our customers, and in order to facilitate effective communications among and between employees and customers, to prevent misunderstandings, and to promote and enhance safe work practices, the Company has adopted an English-only policy in the service area. Employees must speak English during the work day when they are in service area and in work-related and business communications with an employee, customer, or vendor, and are engaged in direct communication with or in providing assistance to an English-speaking customer or vendor. The use of the English language during work hours and while engaged in work-related business includes face-to-face communication of meal orders.

This policy does not prohibit employees from speaking in another language at any time in the kitchen area, during private conversations while on approved rest or meal breaks, while making personal phone calls, or before or after work hours while still on Company property. In addition, as some customers or vendors may not speak English, employees may communicate with non-English speaking customers or vendors in their native language when necessary or prudent to communicate in his or her native language due to the person's limited English language skills.

If an employee or applicant for employment believes that he or she cannot understand communications due to limited English language skills, the employee must discuss the situation with their Store Manager to determine whether an accommodation is necessary and required. Employees are encouraged to be sensitive to the feelings of their fellow employees, including a possible feeling of exclusion if a co-worker cannot understand what is being said in his or her presence when a language other than English is being utilized.

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

**Productivity:**  **All employees are expected and will be required to provide their full energies and efforts while on duty with Golden Arch Enterprises.**

**Cash Policies: Employees are responsible for the cash drawer once it is assigned to them. It is very important that each employee closely follow the cash policies below:**

**1. At the beginning of each shift, the employee must count and verify their cash drawer before taking any orders. The employee must also witness the counting of their cash drawer by the cash manager at the end of their shift.**

**2. The employee must not allow anyone to use their cash drawer, including managers.**

**3. The employee must ask a manager to make change as needed. The restaurant does not accept personal checks or travelers checks.**

**4. To prevent counterfeit money, employees must carefully examine all bills. Immediately drop in the autovend all $50 and $100 bills to ensure their authenticity. Drop extra $20 bills in the autovend periodically as well, keeping up to five $20’s in the drawer for necessary change. Drop all bills in the autovend after your drawer is counted. (The autovend is a machine under the register that prints out a receipt when money is deposited under a cashier’s ID number. Employees are required to keep the receipts in their drawer).**

**5. A cashier must keep the following receipts and obtain a shift manager’s signature for: all employee meals, food coupons or promotions (Promo), Total Reductions (after total) that occur when an order is totaled and then changed, Refunds, and Overrings that occur when an entire order is voided or deleted for some reason. All refunds also require that you obtain the customer’s signature, name address and telephone number.**

**6. Each drawer’s number of REDUCTION BEFORE TOTAL (Tred before Total) should not exceed 10% of the total numbers of transaction counts. Each drawer’s AVERAGE REDUCTION should not exceed an average of $1.50.**

**7. An overage or shortage of $1.00 or more during a shift is a cash violation.**

**8. Using a manager code which is not your own is considered a serious violation.**

**9. Missing required receipts within the same drawer of $20 or more is considered a serious cash violation.**

**Violations of the cash policy above will result in discipline up to and including termination.**

**Prohibited Conduct/Work Rules:** The following conduct is prohibited and will not be tolerated by the Company. This list of prohibited conduct is illustrative only; and not all inclusive. Other types of conduct injurious to security, personal safety, employee welfare and the Company’s operations also may be prohibited, and nothing herein limits the Company’s right to terminate at will.

1. **Falsification of employment records, employment information or other Company records.**

2. **Recording the work time of another employee or allowing any other employee to record your work time or allowing falsification of any time card, either your own or another employee’s.**

3. **Theft, (or attempted theft), or deliberate/careless damage of any Company property or of any employee or customer. Stealing money, or taking or eating food without proper payment beforehand.**

4. Deliberate destruction of any Company property or the property of any employee or customer.

5. Lending, removing or borrowing Company property without prior authorization.

6. **Unauthorized use of Company equipment, time, material or facilities.**

7. Provoking a fight or fighting during working hours or on Company property.

8. **Participating in horseplay or practical jokes on Company time** or on Company premises.

9. Carrying firearms or any other dangerous weapons on Company premises.

10. **Engaging in criminal conduct whether or not related to job performance.**

11. Causing, creating or participating in a disruption of any kind during working hours on Company property.

12. **Insubordination, including but not limited to failure or refusal to obey the directions or instructions of a member of management, or the use of abusive or threatening language toward a member of management.**

13. **Using profane or abusive language at any time on Company premises towards other employees or customers. This includes yelling, rudeness, or other unprofessional communication or conduct.**

14. **Failure to notify the Company when unable to report to work.**

15. **Failure to obtain permission to leave work for any reason during working hours. Coming to the work place in non-uniform attire or improper shoes that are not non-slip.**

16. **Failure to observe working schedules, including rest and lunch periods.**

17. **This line left intentionally blank**

18. **Sleeping or being unproductive on the job.**

19. Working overtime without authorization or refusing to work assigned overtime.

20. Wearing extreme, unprofessional or inappropriate styles of dress or hair at work.

21. Violation of any safety, health, security or Company policies or rules.

22. **Committing a fraudulent act or a breach of trust under any circumstances.**

23. **Harassment or discrimination.**

24. **Discourtesy to customers.**

25. **Dishonesty.**

26**. Drugs or alcohol on premises, or in the body in any measurable amount.**

27. Reporting to work in an unclean or unkempt manner.

28. Sitting on a table or counter while on duty or in uniform.

29. **Eating, chewing gum, drinking or smoking while at work.**

30. Failing to cooperate with management or fellow employees.

31. Gambling that interferes with performance at work.

Any of the above conduct is a serious violation of store policies and can be the basis for

demotion, suspension, or termination with the first incident.

**Media contacts**

Employees should not speak to the media on the Company’s behalf without contacting and obtaining approval from an Owner/Operator first. All media inquiries should be directed to an Owner/Operator.

**ONLINE AND SOCIAL MEDIA POLICY – Prohibited Conduct**

* Do not comment on trade secrets and proprietary Company information (business, financial and marketing strategies) without the advance approval of the Owner/Operator.
* **Do not make negative comments about our customers, employees, or restaurant on any social media platform.**
* Use of social media on Company equipment during working time is permitted, if your use is for legitimate, preapproved Company business. Please discuss the nature of your anticipated business use and the content of your message with the Owner/Operator. Obtain his or her approval prior to such use.
* Respect copyright, trademark and similar laws and use such protected information in compliance with applicable legal standards.
* This policy applies to any form of personal social networking, including without limitation, postings outside of work hours and through non-Company computer systems.
* **Prohibited Policy Violations related to Social Media:** Due to the potential for issues such as invasion of privacy (employee and customer), sexual or other harassment (as defined by our harassment/discrimination policy), protection of proprietary recipes and preparation techniques, **employees may not take, distribute, or post pictures, videos, or audio recordings while on working time. Employees also may not take pictures or make recordings of work areas or work related materials or information.** An exception to the rule concerning pictures and recordings of work areas would be to engage in activity protected by the National Labor Relations Act including, for example, taking pictures of health, safety and/or working condition concerns or of strike, protest and work-related issues and/or other protected concerted activities.
* Use the Company’s (or any of its affiliated entities) logos, marks or other protected information or property for any business/commercial venture without the Owner/Operator’s express written authorization.
* **Make knowingly false representations about your credentials or your work.**
* **Create a blog or online group related to the Company** (not including blogs or discussions involving wages, benefits, or other terms and conditions of employment, or protected concerted activity) without the advance approval of the Owner/Operator. If a blog or online group is approved, it must contain a disclaimer approved by the Owner/Operator.
* Department Managers, General Managers, Area Supervisors, and office employees may not “friend” or otherwise “invite” crew members on any social media site.

**Do Not Violate the Law and Related Company Policies:**

* Be thoughtful in all your communications and dealings with others, including email and social media**. Never harass (as defined by our anti-harassment policy), threaten, libel or defame fellow anyone**- professionals, employees, customers, competitors or anyone else. In general, it is always wise to remember that what you say in social media can often be seen by anyone. Accordingly, harassing comments, obscenities or similar conduct that would violate Company policies is discouraged in general and is never allowed while using the Company’s equipment or during your working time.

**Discipline:**

* All employees are expected to know and follow this policy. Nothing in this policy is, however, intended to prevent employees from engaging in concerted activity protected by law. If you have any questions regarding this policy, please ask the Owner/Operator before acting. **Any violations of this social media policy are grounds for disciplinary action, up to and including immediate termination of employment.**

**Progressive Discipline:** It is important that all employees perform to the best of their abilities at all times. There will be occasions, however, where employees perform at an unsatisfactory level, violate a policy, or commit an act that is inappropriate. As previously noted, employment may be terminated at will by the employee or the Company at any time with or without cause and without following any system of discipline or warnings. Nevertheless, the employer may choose to exercise its discretion to utilize forms of discipline that are less severe than termination in certain cases. Examples of such less severe forms of discipline include verbal warnings, written warnings, probationary action, and demotion.

Although one or more of these steps may be taken in connection with a particular employee, no formal order or system is necessary. An employee may, of course, resign at any time. The employer may also terminate the employment relationship, at any time, without following any particular series of steps whenever it determines, in its own discretion, that such action should occur.

**III.**

**EMPLOYEE BENEFITS**

**Workers’ Compensation Insurance:** Golden Arch Enterprises provides Workers’ Compensation Insurance at no cost to employees for any job-related injury or illness that prevents an employee from working. If a work-related injury or illness occurs, employees are covered by Workers’ Compensation Insurance which provides employees with the following: the right to receive medical care, the right to select or change the treating physician, the right to receive temporary disability indemnity, permanent disability indemnity, vocational rehabilitation services, and death benefits, as appropriate. **The employee will be given an Employee Claim Form to fill out when management is notified of the injury.**

**State Disability Insurance:** Provides payment of a percentage of an employee’s wages if they are unable to work due to illness or injury that is not work related. Under the law, Golden Arch Enterprises withholds a small percentage of an employee’s wages each pay period for State Disability Insurance. Benefits are payable after the seventh day of the illness or injury, unless the employee is hospitalized in which case benefits begin on the first day.

**Social Security:** Employees are covered under federal law, and the Company is required to withhold from the employee’s wages each pay period a prescribed amount for retirement benefits. The amount withheld from the employee's wages is matched by an equal amount the Company contributes. Social Security benefits are available upon retirement or disability, and include survivor benefits.

**Unemployment Insurance:** Golden Arch Enterprises contributes to Unemployment Insurance. Should an employee’s employment terminate, they may be eligible for Unemployment Insurance. Information and claim forms are available at one of the state’s Employment Development Department offices.

**Employee Meals:** Every team member will receive ONE FREE MEAL while working and ONE Order to take home.

**One Free Meal Includes:**

*ONE PICTURED ENTREE* on the menu board

*ONE SIDE* (medium McCafe/Shake, medium Fry, regular size mcflurry, or apple pie)

Sodas, coffee, and tea are still free.

**Take Home Policy:**

*You can purchase 1 take-out order for your family/friends at 50% off ($20 max before discount)*.

Like any customer, employees are required to order food at the counter during breaks. An employee may not cook or assemble food for themselves, or provide unauthorized discounted meals to others. **All employees must sign a meal receipt, which is kept by the cashier**. During non-working hours, food and meals are full price and any improper discounts or non-payments are considered theft and a serious violation of store policy.

**Lactation Accommodation Policy:**

Golden Arch Enterprises recognizes that breast milk is the optimal food for growth and development of infants. In compliance with SB 142, this policy is to establish guidelines for promoting a breastfeeding-friendly work environment and supporting lactating employees at Golden Arch Enterprises for as long as they desire to express breastmilk. Golden Arch Enterprises supports the legal right and necessity of employees who choose to express milk in the workplace.

## Communication

A copy of this policy will be provided to every newly hired employee and to any employee who inquires about or requests pregnancy or parental leave.

Golden Arch Enterprises will respond to an employee’s written request for lactation accommodation within (5) five business days.

## Use of Meal and Rest Breaks

Golden Arch Enterprises will provide a reasonable amount of break time to accommodate an employee’s need to express breast milk or accommodate any medical condition related to breast-feeding.

The break time should, if possible, be taken concurrently with other rest and meal break periods already provided.

Nonexempt employees should clock out for any time taken that does not run concurrently with normally scheduled rest periods and such time will be unpaid.

## Lactation Space

Golden Arch Enterprises will provide breastfeeding employees with space in close proximity to the employee’s work area that is shielded from view and free from intrusion from co-workers and the public, to express breastmilk. The room or location may include the place where the employee normally works if it otherwise meets the requirements of the lactation space. Restrooms are prohibited from being utilized for lactation purposes.

The lactation space will:

* Be safe, clean, and free of toxic or hazardous materials (as defined in Labor Code Section 6382)
* Contain a place to sit, a surface to place a breast pump and personal items
* Have access to electricity
* Have access to a sink with running water and a refrigerator in close proximity to the employee work area
* Multi-purpose rooms may be used as lactation space if they satisfy the requirements for space; however, use of the room for lactation takes priority over other uses.

## Retaliation Related to Breastfeeding or Expressing Milk is Prohibited

Golden Arch Enterprises expressly prohibits retaliation against lactating employees for exercising their rights granted by the law. This includes:

* The denial of reasonable break time or adequate space to express milk.
* An employer shall not discharge, or in any other manner discriminate or retaliate against, an employee for exercising or attempting to exercise any right protected under the law.
* An employee may report a violation of this chapter to the Labor Commissioner’s field enforcement unit.

**Leaves of Absence:** While employees are on a leave of absence they earn no pay and accrue no benefits.

*Paid Sick Leave and Safe Time*

The Company recognizes that employees may need time away from work. This time away may be due to various reasons, including for the employee’s own illness, a family member’s illness, or if the employee is a victim of domestic violence, sexual assault or stalking. As a result, the Company provides paid sick leave and safe time to employees each year in recognition of that need.

Eligibility

All non-exempt employees (full-time, part-time, temporary or seasonal employees) will be eligible to accrue paid sick leave and safe time from the Company’s implementation of this policy or after the start of employment, whichever is later. However, a non-exempt employee must have completed 90 days of employment with the Company before using any paid sick leave and safe time. Exempt employees are entitled to use paid time off for paid sick leave or safe time.

Definitions

*Family member*: The employee’s current spouse, child or individual for which the associate stands in loco parentis, legal guardian or ward, parent, parent-in-law, sibling, grandparent, or grandchild. An employee’s domestic partner (as defined by law), as well as the child of a registered domestic partner, are also considered an employee’s family member. These familial relationships include not only biological relationships, but also relationships resulting from adoption, step-relationships, and foster care relationships.

*Regular rate of pay*: The regular rate of pay is the equivalent of the employee’s hourly wage.

*Safe time*: Employees may take safe time if the employee is a victim of domestic violence, sexual assault or stalking and time off is needed to attend to safety planning or other actions to assist the employee, such as judicial assistance, medical attention, counseling, etc.

*Sick time*: Employees may take sick time for themselves and their eligible family members: (a) for diagnosis, care or treatment of an existing medical condition; (b) for preventative care; (c) to attend a medical or dental appointment; (d) to attend to or provide care for a family member with a mental or physical illness; and/or (e) to recover or recuperate from an injury or health condition.

Paid Sick Leave & Safe Time Accrual Schedule & Carryover

Eligible employees are provided paid sick leave and safe time each 12 month period starting July 1, 2015. Paid sick leave and safe time accrual begins at the start of the eligible employee’s employment or the effective date of this policy, whichever is later. Paid sick leave and sick time is accrued each pay period at a rate of 1 hour for every 30 hours worked. Employees are eligible to take paid sick leave and safe time once they have completed 90 days of employment.

Eligible employees accrue up to a maximum number of paid sick leave and safe time hours/days as follows: the greater of 48 hours or the equivalent of 6 days of paid sick leave and safe time (per the employee’s daily work schedule). Once the eligible employee reaches his/her maximum paid sick leave and safe time accrual cap, no further paid sick leave and safe time will accrue until the paid sick leave and safe time bank falls below the cap. Any accrued, but unused, paid sick leave and safe time hours may be carried over into a new year, up to a maximum of 48 hours or the equivalent of 6 days of paid sick leave and safe time (per the employee’s daily work schedule), whichever is greater.

Once the eligible employee has used 24 hours or the equivalent of 3 days of paid sick leave and safe time (per the employee’s daily work schedule), whichever is greater, in the 12-month period starting July 1, 2015, the employee is not eligible to use any further paid sick leave and safe time in that 12-month period starting July 1, 2015.

Employees cannot cash out unused paid sick leave and safe time at the end of the 12-month period.

Requesting Paid Sick Leave & Safe Time

Employees are required to use paid sick leave and safe benefits for qualifying absences. Paid sick leave and safe time may be used in increments of two hours or greater to cover all or just part of a work day. Paid sick leave and safe time benefits will be based on the employee’s current regular rate of pay, as defined under this policy.

If the need for paid sick leave and safe time use is foreseeable, an employee must provide reasonable advance notice to their supervisor of an absence from work. If the use of paid sick leave and safe time is unforeseeable, an employee must provide notice to their supervisor of the need to use paid sick leave and safe time as soon as practicable. In all circumstances, an employee is responsible for specifying that the time off is for paid sick leave and safe time reasons, so that the absence may be designated as a paid sick leave and safe time absence. Failure to obtain approval as soon as possible after determining the need to take paid sick leave and safe time may result in discipline.

Separation from Employment & Rehire

An employee who separates from employment with the Company will not be paid out unused paid sick leave and safe time at separation. If an employee is rehired within one year of his/her separation from employment, the employee will receive back all accrued, but unused, paid sick leave and safe time the employee had available at the time of separation and will be eligible to use that time as of the date of rehire.

Discrimination & Retaliation Prohibited

The Company prohibits discrimination and/or retaliation against employees who request or use paid sick leave and safe time for authorized circumstances protected by law or for making a complaint or informing a person about a suspected violation of the law. Likewise, the Company prohibits discrimination and/or retaliation for cooperating with officials in investigating claimed violations of the law, cooperating or participating in any investigation, administrative hearing or judicial action regarding an alleged violation, opposing any policy or practice that is prohibited by the law, or informing any person of his or her potential rights under the law.

*Jury Duty*: All employees of Golden Arch Enterprises will be granted jury leave upon presentation of the jury summons to their supervisor or manager. Such time off shall not be paid for by the Company. When first called for jury duty, employees should request “on call” status from the jury commissioner and be available by telephone from the workplace. In addition, any employee released from jury duty during their regularly scheduled shift shall return to work.

*Witness Duty*: Golden Arch Enterprises will grant employees time off to act as a witness upon presentation of a copy of the subpoena to their supervisor or manager. Such time off will not be paid.

*Family and Medical Leave:* Golden Arch Enterprises provides Family and Medical Leave to eligible employees. The Company will grant family and medical leave in accordance with the requirements of applicable state and federal law in effect at the time the leave is granted. Although the federal and state laws sometimes have different names, the Company refers to these types of leaves collectively as “FMLA Leave” or “FMLA/CFRA time” No greater or lesser leave benefits will be granted than those set forth in such state or federal laws. In certain situations, the federal law requires that provisions of state law apply. In any case, employees will be eligible for the most generous benefits available under applicable law.

Please contact your supervisor as soon as you become aware of the need for a FMLA Leave. Employees are expected to provide prompt notice to the Company of any change(s) to an employee’s return to work date. Accepting or continuing other employment while on leave that is contrary to the restrictions indicated by your FMLA certification, or filing for unemployment insurance benefits while on leave may be treated as a voluntary resignation from employment.

Eligibility

To be eligible for FMLA Leave benefits, you must: (1) have worked for the Company for a total of at least 12 months; (2) have worked at least 1,250 hours over the previous 12 months as of the start of the leave; and (3) work at a location where at least 50 employees are employed by the Company within 75 miles, as of the date the leave is requested.

Reasons for Leave

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

1. the birth, adoption, or foster care of an employee's child within 12 months following birth or placement of the child (“Bonding Leave”);

2. to care for an immediate family member (spouse, registered domestic partner, child, or parent with a serious health condition (“Family Care Leave”);

3. an employee’s inability to work because of a serious health condition (“Serious Health Condition Leave”);

4. a “qualifying exigency,” as defined under the FMLA, arising from a spouse’s, child’s, or parent’s covered active duty as a member of the military reserves, National Guard or Armed Forces (“Military Emergency Leave”); or

5. to care for a spouse, child, parent or next of kin (nearest blood relative) who is a covered servicemember (“Military Caregiver Leave”).

Definitions

* “Child,” for purposes of bonding leave and family care leave, means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that FMLA Leave is to commence. “Child,” for purposes of military emergency leave and military caregiver leave, means a biological, adopted, or foster child, stepchild, legal ward, or a child for whom the person stood in loco parentis, and who is of any age.
* “Parent,” for purposes of this policy, means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the person. This term does not include parents “in law.” For military emergency leave taken to provide care to a parent of a military member, the parent must be incapable of self-care, as defined by the FMLA.
* “Covered active duty” means (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.
* “Covered servicemember” means (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties, or (2) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable (a “veteran” as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran. For purposes of determining the five-year period for covered veteran status, the period between October 28, 2009 and March 8, 2013 is excluded.
* “Serious Health Condition,” under federal law, includes pregnancy, childbirth, or related medical conditions. In contrast, under California law, “serious health condition” does not include pregnancy or a medical condition caused by/related to pregnancy or childbirth. If an employee is FMLA eligible, the employee has certain rights to take a pregnancy disability leave under this policy as a “serious health condition” covered by federal law and California’s Pregnancy Disability Leave law (see Pregnancy Disability Leave policy), as well as FMLA/CFRA time under this policy to bond with the child.
* “Spouse” means a husband or wife as defined or recognized under state law for the purposes of marriage in the state where the employee resides, including common law marriage and/or same sex marriage in states where these marriages are recognized. California recognizes same sex marriages.

Length of Leave

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

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

If both spouses work for the Company and are eligible for leave under this policy, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Military Emergency Leave, Bonding Leave and/or Family Care Leave taken to care for a parent.

Under some circumstances, you may take FMLA Leave intermittently—which means taking leave in blocks of time, or by reducing your normal weekly or daily work schedule. Leave taken intermittently may be taken in increments of no less than one hour.

When an employee who has been approved for intermittent leave seeks leave time that is unforeseeable, the employee must specifically reference either the qualifying reason for leave or the need for FMLA leave at the time the employee calls off.

To the extent required by law, some extensions to leave beyond an employee’s FMLA entitlement may be granted when the leave is necessitated by an employee's work-related injury/illness or a “disability” as defined under the Americans with Disabilities Act and/or applicable state or local law. Certain restrictions on these benefits may apply.

*Notice and Certification*

**(i) Bonding, Family Care, Serious Health Condition and Military Family Care Leave Requirements**

Employees are required to provide:

1. when the need for the leave is foreseeable, 30 days advance notice or such notice as is both possible and practical if the leave must begin in less than 30 days normally this would be the same day the employee becomes aware of the need for leave or the next business day);

2. when the need for leave is not foreseeable, notice within the time prescribed by the Company’s normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical;

3. when the leave relates to medical issues, a completed Certification of Health-Care Provider form within 15 calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health-Care Provider form);

4. periodic recertification (upon request); and

5. periodic reports during the leave.

Certification forms are available from the Human Resources Department. At the Company’s expense, the Company may also require a second or third medical opinion regarding your own serious health condition. In some cases, the Company may require a second or third opinion regarding the injury or illness of a covered servicemember. Employees are expected to cooperate with the Company in obtaining additional medical opinions that the Company may require.

When leave is for planned medical treatment, you must try to schedule treatment so as not to unduly disrupt the Company’s operation. Please contact the Human Resources Department prior to scheduling planned medical treatment.

**(ii) Military Emergency Leave**

Employees are required to provide:

1. as much advance notice as is reasonable and practicable under the circumstances;

2. a copy of the covered military member's active duty orders and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the military member’s leave when the employee requests leave; and

3. a completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Certification forms are available from the Human Resources Department.

**(iii) Failure to Provide Certification and to Return from Leave**

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If you fail to return to work at your leave’s expiration and have not obtained an extension of the leave, the Company may presume that you do not plan to return to work and have voluntarily terminated your employment.

*Compensation During Leave*

Generally, FMLA Leave is unpaid. However, you may be eligible to receive benefits through State-sponsored or Company-sponsored wage-replacement benefit programs. If you are eligible to receive these benefits, you may also choose to supplement these benefits with the use of sick, vacation, paid time off and/or personal paid time off (PPTO), to the extent permitted by law and Company policy. All such payments will be integrated so that you will receive no more than your regular compensation during this period. If you are not eligible to receive any of these wage-replacement benefits, the Company will require you to use accrued unused sick, vacation, paid time off and/or personal paid time off (PPTO) to cover some or all of the FMLA Leave, to the extent permissible by applicable law. The use of paid benefits will not extend the length of a FMLA Leave.

*Benefits During Leave*

The Company will continue making contributions for your group health benefits during your leave on the same terms as if you had continued to work. This means that if you want your benefits coverage to continue during your leave, you must also continue to make any premium payments that you are now required to make for yourself or your dependents. Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Emergency Leave will generally be provided with group health benefits for a 12 workweek period. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. In some instances, the Company may recover premiums it paid to maintain health coverage if you fail to return to work following a FMLA Leave.

If you are on a FMLA Leave but are not entitled to continued paid group health insurance coverage, you may continue your coverage through the Company in conjunction with federal and/or state COBRA guidelines by making monthly payments to the Company for the amount of the relevant premium. Please contact the Human Resources Department for further information.

Your length of service as of the leave will remain intact, but accrued benefits such as sick, vacation, paid time off and personal paid time off (PPTO) will not accrue while on an FMLA Leave where the employee receives no pay from the Company unless otherwise required by law.

*Job Reinstatement*

Under most circumstances, you will be reinstated to the same position held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, you have no greater right to reinstatement than if you had been continuously employed rather than on leave. For example, if you would have been laid off had you not gone on leave, or if your position has been eliminated during the leave, then you will not be entitled to reinstatement.

Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the employee can perform the essential functions of the job as those essential functions relate to the employee's serious health condition. For an employee on intermittent FMLA leave, such a release may be required if reasonable safety concerns exist regarding the employee’s ability to perform his or her duties, based on the serious health condition for which the employee took the intermittent leave.

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

An employee who fraudulently obtains FMLA Leave from the Company is not protected by FMLA’s job restoration or maintenance of health benefits provisions. In addition, the Company will take all available appropriate disciplinary action against such employee due to such fraud.

*Disability Leave Due to Pregnancy, Childbirth or Related Medical Condition*: The Company provides any employee a reasonable leave of absence of up to four months, as needed, and without pay, for the period(s) of time the employee is disabled by pregnancy, childbirth, or related medical conditions. There is no length of service requirement.

Reasonable Accommodation for Pregnancy-Related Disabilities

An employee who is affected by pregnancy may also be eligible for a temporary transfer or another accommodation. There is no length of service requirement. You are affected by pregnancy if you are pregnant or have a related medical condition, and because of pregnancy, your health care provider has certified that it is medically advisable for you to temporarily transfer or to receive some other accommodation.

The employee is eligible to transfer to a less strenuous or hazardous position or duties, if such a position or duties are medically advisable and such a transfer can be reasonably accommodated pursuant to applicable law. No additional position will be created and the Company will not discharge another employee, transfer another employee with more seniority, or promote or transfer any employee who is not qualified to perform the new job as a part of the accommodation process.

The Company may also require the employee to transfer temporarily to an alternative position with equivalent pay and benefits if it is medically advisable for the employee to take planned intermittent leave or work at a reduced schedule.

Any temporary transfer or other reasonable accommodation provided to an employee affected by pregnancy will not reduce the amount of Pregnancy Disability Leave time the employee has available to her unless the temporary transfer or other reasonable accommodation involves a reduced work schedule or intermittent absences from work.

Employee Eligibility

To be eligible for Pregnancy Disability Leave, the employee must be disabled by pregnancy, childbirth, or related medical conditions. For purposes of this policy, you are disabled when, in the opinion of your healthcare provider, you cannot work at all or are unable to perform any one or more of the essential functions of your job or to perform them without undue risk to yourself, the successful completion of your pregnancy, or to other persons as determined by a health care provider. This term also applies to certain pregnancy-related conditions, such as severe morning sickness or if you need to take time off for prenatal or postnatal care, bed rest, post-partum depression, and the loss or end of pregnancy (among other pregnancy-related conditions that are considered to be disabling).

How Much Pregnancy Disability Leave May Be Taken

Pregnancy Disability Leave may be taken in one or more periods, but may not exceed four months total. The four months of leave available to an employee due to her pregnancy related disability is defined as the number of days (and hours) the employee would normally work within four calendar months or 17.33 workweeks. For a full-time employee who works five eight-hour days per week, "four months" means eighty-eight working and/or paid eight-hour days of leave entitlement, based on an average of twenty-two working days per month for four months.

Any temporary transfer or other reasonable accommodation provided to an employee affected by pregnancy will not reduce the amount of Pregnancy Disability Leave time the employee has available to her unless the temporary transfer or other reasonable accommodation involves a reduced work schedule or intermittent absences from work.

Pregnancy Disability Leave does not count against the leave available under the Company's policy on Family Care and Medical Leave as set forth in this Handbook.

Pay During Pregnancy Disability Leave

Pregnancy Disability Leaves of Absence and accommodations that require you to work a reduced work schedule or to take time off from work intermittently are unpaid. You may elect to use accrued sick, vacation, paid time off and personal paid time off (PPTO) during the unpaid leave of absence. However, use of paid time off will not extend the available leave of absence time. Sick, vacation, paid time off and personal paid time off (PPTO) hours will not accrue during any unpaid portion of the leave of absence, and you will not receive pay for official holidays that are observed during your leave of absence except during those periods when you are substituting sick, vacation, paid time off and/or personal paid time off (PPTO) for unpaid leave.

Employees should apply for California State Disability insurance (“SDI”) benefits. SDI forms are available from the Company or your health care provider. Any SDI for which you are eligible will be integrated with accrued sick, vacation, paid time off and/or personal paid time off (PPTO) so that you do not receive more than 100% of your regular pay.

Health Benefits

During a Pregnancy Disability Leave, group health benefits will be maintained for up to 4 months (as defined above) as if the employee were continuously employed. However, the employee must continue to pay the employee’s share of premiums for the employee and any covered dependents, if any, during the leave. If you take additional time off following a Pregnancy Disability Leave that qualifies as California Family Rights Act leave, you may have additional right to health benefits continuance. Employees are still responsible for their share of the insurance premiums and must make arrangements to pay the premiums as they become due. In some instances, the Company may recover premiums it paid to maintain health insurance benefits if you fail to return to work following a Pregnancy Disability Leave for reasons other than taking additional leave afforded by law or Company policy or not returning due to circumstances beyond your control.

Seniority

An employee on Pregnancy Disability Leave remains an employee of the Company and the leave will not constitute a break in service. When the employee returns from Pregnancy Disability Leave, she will return with the same seniority she had when the leave commenced.

Medical Certifications

If you need to take a pregnancy disability leave, you must provide the Company with 30 days’ advance notice if the need for the leave is foreseeable. If the leave is not foreseeable, you must provide advance notice as soon as practicable. In addition, you must provide the Company with a signed medical certification from your health care provider that states that you are disabled due to pregnancy or that it is medically advisable for you to be temporarily transferred or to receive some other requested accommodation. The Company may require you to provide a new certification if you request an extension of time for your leave, transfer or other requested accommodation.

Return To Work

If you and the Company have agreed upon a definite date of return from your leave of absence or transfer, you will be reinstated on that date if you notify the Company that you are able to return on that date. If the length of the leave of absence or transfer has not been established, or if it differs from the original agreement, you will be returned to work within two (2) business days, where feasible, after you notify the Company of your readiness to return.

Before you will be allowed to return to work in your regular job following a leave of absence or transfer, you must provide your supervisor with a certification from your health care provider that you can safely perform all of the essential duties of your position, with or without reasonable accommodation. If you do not provide such a release prior to or upon reporting for work, you will be sent home until a release is provided. This time before the release is provided will be unpaid.

You will be returned to the same or a comparable position upon the conclusion of your leave of absence or transfer. If the same position is not available on your scheduled return date, the Company will provide you a comparable position on your scheduled return date or within 60 calendar days of that return date. However, you will not be entitled to any greater right to reinstatement than if you had not taken the leave. For example, if you would have been laid off regardless of the leave, or you would not have been offered a comparable position, then you will not be entitled to reinstatement.

Failure to return to work at the conclusion of the leave of absence may result in termination of employment, unless you are taking additional leave provided by law or Company policy or the Company has otherwise approved you to take additional time off.

*Military Leave*: Golden Arch Enterprises provides military leaves of absence to all full-time employees in compliance with applicable state and federal laws. Any employee requesting military leave should submit such request promptly and accompany any such request with a copy of their orders indicating the beginning and ending dates of their active duty period. Such time off will not be paid.

*Voting*: Golden Arch Enterprises encourages employees to act on their right to vote. Therefore, any employee who cannot cast his/her ballot outside the normal working hours may request and be granted up to two (2) hours off in order to vote. Such a request should be made to management at least one (1) day before the election date, and all requests must be made in writing. Such time off shall be granted with pay if the employee brings his/her voter’s receipt to management on the next regular workday.

*School Leave*: Golden Arch Enterprises will grant unpaid time off to an employee whose child is facing suspension from school to attend a meeting at the school to discuss the matter. The employee must give reasonable notice to the Golden Arch Enterprises by notifying management before leaving work.

Employees may also request up to forty (40) hours off per calendar year in order to attend and participate in the school of any dependent child. No more than eight (8) hours may be taken during any single month, and employees must receive permission in advance of taking the time off. Any time taken for this purpose is without pay.

*Religious Accommodations*: Golden Arch Enterprises will accommodate employee religious needs so long as the employee can establish the nature of the accommodation and provide sufficient notice of the need for the accommodation. Requests for accommodation must be made in writing and must include the requested accommodation and the religious faith requiring the accommodation.

*Alcohol/Drug Rehabilitation Policy*: Golden Arch Enterprises wishes to assist employees who recognize that they have a problem with alcohol or other drugs that may interfere with their ability to perform their job in a satisfactory manner. Employees who have a problem with alcohol or drugs and who decide to enroll voluntarily in an alcohol/drug rehabilitation program will be given unpaid time off to participate in the program unless it would result in an undue hardship to Golden Arch Enterprises to provide time off. If an employee requests time off to participate in such a program, the Golden Arch Enterprises will make a reasonable effort to keep the fact that the employee enrolled in a program confidential.

*Domestic Violence, Sexual Assault, or Stalking Victim Leave*:Employees who are victims of domestic violence, sexual assault, or stalking may request unpaid leave if involved in a judicial action, such as obtaining restraining orders, or appearing in court to obtain relief to ensure their own health, safety, or welfare, or that of their child. The employee will be required to provide notice and certification of need to take leave under this policy. Certification may be sufficiently provided by any of the following:

* A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking;
* A court order protecting or separating the employee from the perpetrator of an act of domestic violence, sexual assault, or stalking, or other evidence from the court or prosecuting attorney that the employee appeared in court; or
* Documentation from a medical professional, domestic violence advocate, health-care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence, sexual assault, or stalking.

The Company will make reasonable accommodations for any employee who reports that he or she is the victim of domestic violence, sexual assault or stalking and requests that the Company accommodate his or her safety while at work, unless undue hardship to the Company would result. Upon the request of the Company, the employee requesting a reasonable accommodation under this policy must provide the Company a certification and/or written statement signed by the employee or an individual acting on the employee’s behalf, certifying that the accommodation is for a purpose under this policy. When applicable, recertification may be required every six months after the date of the previous certification.

Additionally, an employee who is a victim of domestic violence and/or a victim of sexual assault may take time off to attend to any of the following: (1) to seek medical attention for injuries caused by domestic violence; (2) to obtain service from a domestic violence shelter, program, or rape crisis center; (3) to obtain psychological counseling; and (4) to participate in safety planning and to take other actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation. Time off for the above reasons runs concurrently with FMLA/CFRA leave.

Golden Arch Enterprises will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision. Employees may use accrued benefits, such as existing accrued vacation or other accrued paid time off, in order to receive compensation during the time taken off from work. The Company prohibits discrimination or retaliation against an employee because of the employee’s status as a victim of domestic violence, sexual assault or stalking, the employee’s request to take off from work or request to have a reasonable accommodation for the purposes described in this policy.

*Victim of Crime Leave*: An employee who is a victim of a violent crime, or whose immediate family member, registered domestic partner, or the child of the employee’s domestic partner is a victim, may be eligible to take unpaid time off to attend judicial proceedings. The employee must provide notice and certification of need to take leave under this policy. Certification may be sufficiently provided if documentation evidencing the judicial proceeding from any of the following entities:

* The court of government agency setting the hearing;
* The district attorney or prosecuting attorney; or
* The victim/office that is advocating on behalf of the victim.

For purposes of this policy, immediate family member is defined as an employee’s spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather.

The Company also prohibits discrimination or retaliation against an employee who is a victim, as defined below, of certain specified serious criminal offenses for taking time off from work, upon the victim's request, to appear in court to be heard at any proceeding, including any delinquency proceeding, involving a post-arrest release decision, plea, sentencing post-conviction release decision, or any proceeding in which a right of the victim is at issue involving certain serious criminal offenses.

For the purposes of this policy involving serious criminal offenses, victim of a crime means any employee who suffers direct or threatened physical, psychological, or financial harm as a result of the commission or attempted commission of a serious criminal offense. Victim also includes an employee’s spouse, parent, child, sibling, or guardian.

Before an employee may be absent from work for these purposes, the employee must provide his or her supervisor reasonable advance notice of the employee’s intention to take time off with a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice, unless advance notice is not feasible. In the event that an unscheduled judicial proceeding occurs, which requires your immediate absence, please alert you’re your supervisor before leaving the work premises. The Company may require that the employee provide verification within a reasonable time after the absence that the absence from work was due to attendance at the unscheduled judicial proceeding. The types of verification to account for an unscheduled absence include: a police report indicating the employee was a victim of one of the specified serious criminal offenses, a court order protecting or separating the employee from the perpetrator of one of the specified serious criminal offenses, or documentation from a medical professional, domestic violence advocate or advocate for victims of sexual assault, health care provider or counselor that the employee was undergoing treatment for physical or mental injuries resulting in victimization from one of the specific serious criminal offenses.

Golden Arch Enterprises will, to the extent allowed by law, maintain the confidentiality of any records regarding the employee’s absence from work. Employees may use accrued benefits, such as existing accrued vacation time or other accrued paid time off, in order to receive compensation during the time taken off from work.

*Civil Air Patrol Leave*: The Company will not discriminate against an employee for membership in the Civil Air Patrol. Additionally, the Company will not retaliate against an employee for requesting or taking Civil Air Patrol leave.

The Company will provide not less than 10 days per year of leave per calendar year but no more than 3 days at a time to employees who are volunteer members of the California Wing of the Civil Air Patrol. Employees must have been employed by the Company for at least 90 days immediately preceding the commencement of leave, and must be duly directed and authorized by a political entity that has the authority to authorize an emergency operational mission of the California Wing of the Civil Air Patrol.

Employees must request leave with as much notice as possible in order to respond to an emergency operational mission of the California Wing of the Civil Air Patrol.

Leave under this policy is unpaid. An employee taking leave under this policy will not be required to exhaust accrued vacation or sick leave or any other type of accrued leave prior to taking unpaid Civil Air Patrol Leave.

Following leave under this policy, an employee must return to work as soon as practicable and must provide evidence of the satisfactory completion of civil air patrol service. If the employee complies with these requirements, the employee will be restored to their prior position without loss of status, pay, or other benefits.

*Family Military Leave*: Employees who are spouses or registered domestic partner of certain military personnel may receive up to ten (10) days of unpaid leave during a qualified leave period. For purposes of this policy, a “qualified leave period” means the period during which the individual is on leave from deployment during a period of military conflict.

An employee is eligible for leave under this policy if he or she:

1. Is the spouse or registered domestic partner of a person who: (a) is a member of the Armed Forces of the United States who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States, or (b) is a member of the National Guard or of the Reserves who has been deployed during a period of military conflict;

2. Works for an average of 20 or more hours per week;

3. Provides notice of his or her intention to take leave within two business days of receiving notice that his or her spouse will be on leave from deployment; and

4. Submits written documentation certifying that their spouse will be on leave from deployment during the time the leave is requested.

Period of military conflict means either a period of war declared by the United States Congress, or a period of deployment for which a member of a reserve component is ordered to active duty either by the Governor or the President of the United States.

Leave taken under this policy will not affect an employee’s right to any other benefits, although an employee may elect to use accrued paid time off during the leave.

The Company will not discriminate against, or tolerate discrimination against, any employee who requests and/or takes leave under this policy.

For more information, please contact your supervisor or a Human Resources representative.

*School Activities and Licensed Day Care Leave*: If you are a parent, guardian or grandparent with custody of a child in kindergarten or grades 1-12, or a licensed day care center, and you wish to take time off to visit the school or day care center of your child for an activity, you may take off up to eight hours each calendar month (up to a maximum of 40 hours each school year), in accordance with California law, provided you give reasonable notice to the Company of your planned absence. Employees wishing to take such leave may utilize their existing accrued vacation time. The Company requires documentation from the school noting the date and time of your visit.

If both parents of a child work for the Company, only one parent -- the first to provide notice -- may take the time off, unless the Company approves both parents taking time off simultaneously.

You also may be granted time off to attend a school conference involving the possible suspension of your child. Please contact your supervisor if time off is needed for this reason.

*Time Off for Volunteer Firefighters, Reserve Peace Officers or Emergency Rescue Personnel*: If you are a registered volunteer firefighter, reserve peace officer, or emergency rescue personnel (including officer, employee or member of a disaster medical response entity sponsored or requested by the State) who intends to perform emergency duty during work hours, please alert your supervisor so the Company is aware of the fact that the employee may have to take time off to perform emergency duty. In the event any employee needs to take time off for this type of emergency duty, a supervisor must be notified before leaving work. All time off for these purposes is unpaid.

Registered volunteer firefighters, reserve peace officers and emergency rescue personnel are eligible to take temporary unpaid leaves of absence for fire, law enforcement and emergency rescue training not to exceed 14 days per calendar year.

*Time Off for Adult Literacy Programs*: The Company will make reasonable accommodations for any employee who reveals a literacy problem and requests that the Company assist him or her in enrolling in an adult literacy program, unless undue hardship to the Company would result. The Company will also assist employees who wish to seek literacy education training by providing employees a list of locations of local literacy programs.

The Company will take reasonable steps to safeguard the privacy of any employee who identifies himself or herself as an individual with a literacy problem. An employee who wishes to identify himself or herself as such an individual can contact the Human Resources Department directly. Individuals who are performing satisfactorily will not be subject to discriminatory action due to disclosing literacy problems.

While the Company encourages employees to improve their literacy skills, the Company will not reimburse employees for the costs incurred in attending a literacy program.

*Time Off for Bone Marrow Donation*: Employees will be provided a leave of absence to undergo a medical procedure to donate bone marrow to another person. The combined length of bone marrow leave may not exceed five workdays in any one-year period. To qualify for this leave, the employee must submit verification by a physician detailing that there is a medical necessity for the donation, as well as the length of each leave requested. Employees must use earned sick, vacation, paid time off and/or personal paid time off (PPTO) concurrently with this time off. If an employee does not have enough earned sick, vacation, paid time off and/or personal paid time off (PPTO) to cover the leave, the remaining days of leave will be with pay by the Company. Use of this leave will not be counted against any available FMLA/CFRA time. This is also not considered a break in service for purposes of benefits or seniority.

While on leave for bone marrow donation, the Company will maintain all group health insurance benefits as if the employee was still at work.

In most circumstances, upon return from this leave, an employee will be reinstated to his/her original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if he/she did not take a leave. For example, if an employee on leave for bone marrow donation would have been laid off had he/she not taken a leave, or if the employee’s job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement.

*Time Off for Organ Donation*: Employees will be provided a leave of absence to undergo a medical procedure to donate an organ to another person. The combined length of the leaves may not exceed 30 business days in any one-year period. To qualify for this leave, the employee must submit verification by a physician detailing that there is a medical necessity for the donation, as well as the length of each leave requested. If the leave is for two weeks or less, employees must use all available sick, vacation, paid time off and/or personal paid time off (PPTO) concurrently with this time off. If an employee does not have enough available accrued sick, vacation, paid time off and/or personal paid time off (PPTO), then any remaining days of leave will be with pay by the Company. If the leave is more than two weeks, employees must use their available sick, vacation, paid time off and/or personal paid time off (PPTO) during the first two weeks, and the remaining days of leave will be with pay by the Company. Use of this leave will be not be counted against any available FMLA/CFRA time. This is also not considered a break in continuous service for purposes of benefits or seniority.

While on leave for organ donation, the Company will maintain all group health insurance benefits as if the employee was still at work.

In most circumstances, upon return from this leave, an employee will be reinstated to his/her original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if he/she did not take a leave. For example, if an employee on leave for organ donation would have been laid off had he/she not take a leave, or if the employee’s job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement.

**IV.**

**SAFETY**

**General Information:** Safety is everyone’s job. It is a responsibility that never ends in our restaurant. Nine out of ten accidents are caused because employees are not attentive, are in too much of a hurry, or fail to ask questions when in doubt. In order to prevent unsafe occurrences, keep the following good safety habits in mind:

✔ **Walk--never run. Slips and falls cause some of the more serious accidents in restaurants. Wear low-heeled shoes with non-slip soles. Tennis shoes are not permitted because the fabric will not protect your feet.**

✔ **Employees must clean as they work. Keep floors clean and free of obstructions.**

✔ Always use dry towels when handling hot utensils; damp cloth tends to conduct heat.

✔ **Wipe up spills immediately and put out “caution signs”.**

✔ Broken glass or china should be picked up with a broom and dust pan, damp cloth, or gloves--never with fingers!

✔ Smoke only outside in an area designated by a manager.

✔ Know where fire extinguishers and ansul systems are located and know how to operate them.

✔ Never mix cleaning agents or use more than one cleaning solution at a time. When bleach and ammonia are mixed, they can create a chemical reaction that produces dangerous toxic fumes.

✔ **Avoid carrying heavy loads. An employee must lift all objects with their legs not their back. If the object is too heavy to lift safely, the employee should ask for assistance.**

**✔ Any type of horseplay is prohibited at all times.**

✔ **If an employee is injured, regardless of how minor, the manager must be notified at once!** Remember, careless employees jeopardize the health and well-being of those around them as well as their own. If you see an unsafe condition, please report this to the store manager or supervisor immediately. Let’s be safety conscious!

**Drugs & Alcohol:** **Employees may not work with any drugs or alcohol present in their system.** Employees taking prescription drugs that might affect their ability to work safely or productively must notify their manager, especially drugs that cause dizziness, drowsiness, nausea, or specify that employees should not drive.

**Smoking:** In accordance with state law, smoking is prohibited in all indoor areas. Employees who observe other individuals smoking in the workplace have a right to object and should report the violation to their supervisor or another member of management. No employee will be disciplined or retaliated against for reporting smoking that violates California law or Company policy. Employees who violate this policy will be subject to disciplinary action up to and including discharge.

**Firearms:** No firearms or other dangerous weapons are allowed on company property.

**Equipment Operation:** Employees may not operate any equipment which they believe is unsafe or without the proper training and safeguards in place and must use the appropriate safety protection. Employees must return all equipment to its proper place.

**Unsafe Condition:** **Employees must immediately report any unsafe condition or practice which might cause injury to employees or customers or damage to property.**

**Accidents:**  **When employees are involved in an accident that results in personal injury or damage to property, they must immediately report the accident.**

**Emergency:** In an actual emergency**,** dial 911.

**Evacuation:** In the event of an emergency in which the building must be evacuated (fire, earthquake, etc.) employees should immediately assist all customers to leave the building, and should themselves leave using the nearest exit, and thereafter await further instructions.

**Injury and Illness Prevention Program/Workplace Security Program:** The Company has established an Injury and Illness Prevention and Workplace Security Program in compliance with regulations established by the Occupational Safety Health Administration. These programs are available for review in the Office and in each store, and employees should direct all questions to their manager or the President.

**Hazard Communication Program:** Golden Arch Enterprises has established a Hazard Communication Program pursuant to OSHA regulations. Those employees who are in contact with substances that have been determined to be hazardous will be made aware of the proper use and maintenance of those materials prior to working in those areas. The Hazard Communication Program is available in each store facility and at the Corporate offices, and material safety data sheets are retained in a binder marked for such purposes. Any employee who has questions regarding this program should direct their questions to their manager or an owner/operator.

**Golden Arch Enterprises, Inc.**

**dba**

**McDonald’s**

**EMPLOYEE POLICY MANUAL**

**ACKNOWLEDGMENT**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acknowledge that I have received, read, understand and agree to abide by the provisions of the Golden Arch Enterprises, Inc., d.b.a. McDonald’s Employee Policy Manual, pages 1 through 44 and Appendix A. I also understand that any violation of the policies in this handbook can be the basis of termination of employment.

I further acknowledge that I have received and read the State of California pamphlet entitled “Sexual Harassment.”

Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Print Name Employee Signature

**APPENDIX A**

**ARBITRATION AGREEMENT**

**PLEASE READ THIS AGREEMENT CAREFULLY BEFORE YOU SIGN IT.**

1. Agreement to Arbitrate. To resolve employment disputes in an efficient and cost-effective manner, you and Golden Arch Enterprises, Inc. dba McDonald’s (“the Company”) agree that any and all claims, including all current, pending, and future claims, arising out of or related to your employment that could be filed in a court of law, including but not limited to, claims of unlawful harassment or discrimination, wrongful demotion, defamation, wrongful discharge, failure to pay wages, breach of contract, or invasion of privacy, shall be submitted to final and binding arbitration, and not to any other forum. This Arbitration Agreement (“Agreement”) also covers any disputes between you and any other person or entity that is or was affiliated with Company, including owners, supervisors, managers, officers, directors, agents, affiliates, and representatives, whom you seek to hold liable for claims arising out of or related to your employment with the Company. The terms of this Agreement shall govern the resolution of the employment dispute, whether brought by you or the Company.
2. Class Action Waiver. You and Company agree to bring any dispute on an individual basis only, and not as part of a class or collective action. You and Company agree to waive any right to a class or collective action (“Class Action Waiver”). Any dispute between you and the Company regarding the enforceability of the Class Action Waiver must be resolved by a civil court, and not by an arbitrator.
3. PAGA Action Waiver. You and Company agree to bring any dispute on an individual basis only, and not as part of a representative action pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA Waiver”). Any dispute between you and the Company regarding the enforceability of this PAGA Waiver must be resolved by a civil court, and not by an arbitrator. If a court determines that the PAGA Waiver is not enforceable, you and Company agree to stay the PAGA proceedings pending final resolution of the individual action in arbitration and the determination as part of that action of your status as an aggrieved employee under California Labor Code Section 2699(c).
4. Initiation of Arbitration. The arbitration process shall be initiated by delivering a written request for arbitration to the other party within the time limits that would apply to the filing of a civil complaint in court. A late request will be void. No claim should be submitted to arbitration without first attempting to resolve the matter informally and exhausting the Company’s internal procedures.
5. Arbitration Procedures. The arbitration shall take place at a mutually agreed-upon location in Sacramento County, California or, if your assigned worksite is not within sixty (60) miles of Sacramento County, in the next nearest county located within sixty (60) miles of your assigned worksite. If we are unable to agree upon a neutral arbitrator, we will obtain a list of arbitrators from a neutral dispute resolution service, and strike names alternately until one arbitrator remains. The arbitrator shall conduct the arbitration in accordance with the procedures set forth in the most recent version of the American Arbitration Association’s Employment Arbitration Rules and Mediation Procedures, except to the extent that any such rule or procedure would invalidate the enforceability of this Agreement, and to the extent that administration of such rules require the arbitration to be administered by the American Arbitration Association. Regardless of the outcome, the Company shall pay all the costs that are unique to the arbitration forum. The American Arbitration Association modifies its rules from time to time consistent with applicable law and to create an efficient and effective arbitration forum. Therefore, the rules governing this Arbitration Agreement may change from time to time. Both you and the Company agree to be bound by these rules as they may be in effect from time to time, except as otherwise set forth in this Agreement. A copy of the rules may be found at [www.adr.org](http://www.adr.org).
6. Authority of Arbitrator and Award. The arbitrator shall determine the prevailing party in the arbitration. Costs and attorneys’ fees shall be awarded to the prevailing party in accordance with the same legal standards that would apply had the action been filed in court. The arbitrator shall have the authority to order any legal or equitable remedy that would be available in a civil or administrative action on the claim. The arbitrator shall prepare a brief written decision that includes the essential findings and conclusions upon which the award is based.
7. Additional Proceedings. This arbitration shall be the exclusive means of resolving any claim arising out of your employment, and no action will be filed in any court or other forum. However, nothing in this Agreement will affect National Labor Relations Board, Workers’ Compensation Appeals Board, Unemployment Insurance Appeals Board, Department of Fair Employment and Housing, or Equal Employment Opportunity Commission proceedings, petitions for judicial review of a decision issued after an administrative hearing or the ability of either party to seek injunctive relief consistent with the Federal Arbitration Act, California Code of Civil Procedure sections 1281.8 and 527, or any successor statutes.
8. Severability. If a court declares that any part of this Agreement is illegal, invalid or unenforceable, such a declaration will not affect the legality, validity or enforceability of the remaining parts of this Agreement, and the illegal, invalid or unenforceable part will no longer be part of this Agreement. The parties understand and agree that this Agreement shall be governed by and interpreted under the Federal Arbitration Act and the applicable laws of the State of California.
9. Entire Agreement. This Agreement sets forth the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements and understandings, whether written, oral or implied, pertaining to the subject matter of this Agreement.
10. Employee Representation. By executing this Arbitration Agreement, you acknowledge that you have carefully read this Agreement, that you understand its final and binding effect, that you have been given the opportunity to be represented by independent counsel in negotiating and executing this Agreement and that you have either chosen to be represented by counsel or have voluntarily declined such representation. You further understand and acknowledge that signing this Agreement is not a condition of employment, and that you have executed this Agreement voluntarily and agree to be bound by its terms. This arbitration agreement is a waiver of all rights to a trial by judge or jury and a waiver of participation in a civil class, collective or representative action for claims arising out of your employment. This arbitration agreement is a waiver of all rights to a trial by judge or jury and a waiver of participation in a civil class, collective or representative action for claims arising out of your employment.

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**I agree to the above arbitration agreement [ ] Yes [ ] No**

**EMPLOYEE**

Golden Arch Enterprises, Inc.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Printed Name

1. Non-exempt employees who work more than 14 hours in a workday may be entitled to additional rest breaks. [↑](#footnote-ref-0)