# MENNE LABS RESTAURANT GROUP, INC.

**RUDY’S CONCEPTS – FLORIDA\***

# EMPLOYEE HANDBOOK

# SEPTEMBER 2023

\*Menne Labs Restaurant Group-Rudy’s Concepts Florida includes the following operations: Rudy’s Texas Bar-B-Q, LLC d.b.a. Rudy’s “Country Store” & Bar-B-Q®

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**RECEIPT FOR EMPLOYEE HANDBOOK**

#### FOREWORD

Menne Labs Restaurant Group, Inc. is a management company that operates several different restaurant concepts currently including: Rudy’s Texas Bar-B-Q d.b.a. Rudy’s “Country Store” & Bar-B-Q® hereinafter all referred to as the “Company” or “Menne Labs Restaurant Group” or “Rudy’s”.

We believe in keeping our employees fully informed regarding policies, procedures, practices, benefits, and other such items relating to employment. With that, your *Employee Handbook* was created so that you may understand what is expected of you as an employee, and; likewise, what you may expect from Menne Labs Restaurant Group. It is anticipated and expected that you will familiarize yourself with the information contained in this handbook so that, among other things, a more successful employment relationship may result. We ask that you acknowledge receipt of your handbook by signing the form located on the last page.

Nothing contained in this handbook is intended to create, nor shall be construed as creating, an expressed or implied contract of employment or guarantee of employment for any specific term. The policies, regulations, and benefits described herein may be modified at the discretion of Menne Labs Restaurant Group. Furthermore, the descriptions of various benefits contained in this handbook are only summaries. Should the descriptions in this handbook differ from any formal document involved, the formal document shall be considered correct. The policies, rules, practices, and benefits described in this handbook supersede all such existing written or unwritten ones prior to its issuance.

Questions on any matter pertaining to employment or any information contained in this handbook should be directed to your manager.

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**WELCOME TO MENNE LABS RESTAURANT GROUP**

We are pleased to have you as a part of the Menne Labs Restaurant Group team, and welcome you to our organization. As you begin your new job, you will probably have a number of questions regarding procedures, policies, and benefits. The information in this handbook addresses those and other relevant issues.

Please study the contents of this handbook carefully. Should you have any questions regarding the rules, your work, or your job, please do not hesitate to ask your manager. The policies and rules and regulations contained herein may be modified at the discretion of Menne Labs Restaurant Group. Furthermore, this booklet is not to be considered as a contract of employment. However, we do ask that you acknowledge receipt of this handbook on the form provided on the last page.

We sincerely want you to be satisfied in your work with Menne Labs Restaurant Group. We strive to provide the best possible work situation for all of our people. In turn, we expect you to perform to the best of your ability and abide by the rules set forth. You are free to voluntarily resign for any reason at any time. Menne Labs Restaurant Group, similarly, has the right to discharge an employee at any time for any reason not prohibited by law.

Good work is expected and, subsequently, recognized. It is anticipated that each employee will embrace the philosophies of our Company and help us in the achievement of our goals while making our Company the most efficient, safe, and profitable that it can be. Our commitment to excellence is why you are here. Welcome again to the organization.

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# GENERAL INFORMATION

## MANAGEMENT RIGHTS AND RESPONSIBILITIES

Menne Labs Restaurant Group has the exclusive right and responsibility to exercise the customary functions of management within organizational, federal, and state guidelines including the right to:

* Manage and control the business premises and all Company property contained therein;
* Select, hire, promote, suspend, dismiss, assign, supervise, and discipline employees;
* Determine and change work schedules as required;
* Determine and change the size, composition, and qualification requirements of the work force;
* Transfer employees within departments, from one assignment to another, or into other job classifications;
* Establish, change, and/or abolish Company policies, procedures, and practices;
* Determine and change the methods and means by which the business operations are carried out;
* Assign duties to employees in accordance with the needs and requirements as determined by the Company;
* Subcontract; and
* Perform all other ordinary functions of management.

**CONDITIONS OF EMPLOYMENT**

Employees are employed with the understanding that they will conform to the rules and regulations of the Company, and that employment and compensation can be terminated, with or without cause and with or without notice, at any time either at the option of the Company or the employee. Similarly, employees must submit to a drug test when requested by the Company, work overtime when requested, work any schedule in any department and perform those tasks assigned by the Company, submit to a security search when requested by the Company, and return all Company issued items or other Company property held in possession upon any separation of employment with Menne Labs Restaurant Group.

**EQUAL EMPLOYMENT OPPORTUNITY**

Menne Labs Restaurant Group is an equal opportunity employer who seeks and employs individuals regardless of race, color, creed, sex, age, religion, veteran status, disability, or national origin. In this regard, it is the Company’s policy to observe and comply with all applicable laws including the Civil Rights Act (Title VII) of 1964, the Federal Equal Pay Act of 1963, the Age Discrimination in Employment Act of 1967, and the Americans With Disabilities Act of 1990, all of which prohibit discrimination against an individual as described above.

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**EQUAL EMPLOYMENT OPPORTUNITY (continued)**

This policy further applies to all personnel actions including the recruiting and selection of new employees to fill job vacancies, promotions, transfers, training, corrective action, layoffs, discharges, and all other similar personnel or related matters.

It is the responsibility of each member of management to ensure conformance and to further the implementation of this and all other Company policies. Members of management will take the necessary actions to eliminate possible discrimination toward employees in all areas of employee relations. Employees are similarly encouraged to work harmoniously with all in the Company and to join the Company in helping create a work environment that is free from all forms of discrimination. Any complaint of discrimination as described above will receive prompt attention and consideration by management and will, in no way, be the cause of retaliation in any form.

## INITIAL TRAINING/ASSESSMENT PERIOD

You are encouraged as a new employee to assess the Company during your first ninety (90) days to decide if you are satisfied with your job. During this period, you will receive training and your manager (and/or others) will assist you in learning your responsibilities. At or by the end of this initial period (or at some point during), your manager will assess the quality of your work, your team cooperation, your attendance, attitude, safe work performance, as well as other characteristics. This will be done to determine if your continued employment will benefit both you and the Company. During this initial ninety (90) day period, *any* violation of policy or *any* unexcused absence can and may result in corrective action up to and including discharge. Under certain circumstances the initial training/assessment period may be extended.

## FITNESS FOR DUTY

All employees shall be of sufficient good health to properly perform the essential functions of their jobs. Employees who have an infectious disease shall not be permitted to work for the duration of its communicability. If an employee becomes ill or injured while on duty, it is his/her responsibility to report such to his/her manager immediately (unless physically unable to do so). A physician’s release will be required before any employee may resume work following any occupational or non-occupational injury/illness.

## ORIENTATION AND TRAINING

Your manager is a most valuable source of information about the Company, its policies, and your work environment. Normally, orientation and training will take place so that you become more familiar with the Company and, as well, to enable you to learn your assigned jobs, and to assist you in the development of the skills required for efficient and safe job performance. Employees will be required to participate in continuing training programs when such instruction is considered necessary for satisfactory job performance.

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## MANAGERS

## Questions regarding the Company, your job, benefits, policies, procedures and such should be directed to your immediate manager. You should look to your manager for guidance and assistance whenever you encounter any work related difficulties. Cooperation and proper communication with your manager will serve to promote a more harmonious and beneficial work environment for everyone.

Every employee is required to follow the directions of his/her manager. Among other things, your manager is responsible for directing your work throughout each work period, providing instruction and guidance in your job, evaluating your performance, and providing any necessary corrective action when warranted. Disrespect or insubordination regarding a manager or a manager’s authority cannot and will not be tolerated. Such action will be cause for discharge.

A relationship of mutual respect between you and your manager will help to ensure a more productive, proper, and pleasant work environment. Such a relationship between you and your manager is strongly encouraged.

# EMPLOYMENT CLASSIFICATIONS

Each new employee is hired on an “at will” basis and will be periodically evaluated by the Company. At the end of the first ninety (90) day period, you will be considered a regular employee. Employee classifications determine eligibility for certain benefits.

A **regular, full-time employee** is one who regularly is scheduled to work thirty (30) hours or more each week.

A **regular, part-time employee** is one who is regularly scheduled to work less than thirty (30) hours each week.

A **temporary employee** is one who is hired for a specific, normally abbreviated, period of time. Temporary employees are not eligible for benefits regardless of the number of weekly hours scheduled.

NOTE: The hours of work referenced above are neither a guarantee nor a limitation upon the actual hours of work that may be scheduled.

## WORK ASSIGNMENTS

It is the Company’s intent that you be assigned a regular job. However, circumstances occur which may make it necessary to transfer you to a job or assignment other than your normal one. In order to keep the operation running smoothly, safely, and efficiently, the Company reserves the right to make the decisions regarding the transfer of an employee to another job, assignment, or department, whether temporarily or otherwise, at any time.

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**AUTOMOBILE PARKING**

The Company assumes no responsibility for employees’ vehicles damaged while parked or through movement in the parking area, nor is the Company responsible for personal articles left in employee vehicles. You will be instructed as to your designated parking area. At no time should an employee park his/her personal vehicle in spaces reserved or specifically designated for customers or others.

**USE OF PERSONAL VEHICLES**

Hourly employees are not allowed to use their personal vehicles for company use. If a personal vehicle is needed, it must be a manager’s vehicle and must be approved by the Area Director prior to use. The Company assumes no responsibility for any manager’s personal vehicles damaged while in use. If an accident happens to occur, the manager’s personal insurance will be used for filing for the claims that result. Additionally, if a manager’s personal vehicle is used, an expense report must be filled out for payment of the mileage reimbursement, based on the current IRS mileage reimbursement rate.

**SECURITY SEARCH**

Employees and their property and effects will be subject to search while on Company property, while on any work premise (whether or not owned by the Company), or while otherwise conducting business on the Company’s behalf.

1. Searches may include those of Company premises, employees and others on the premises, and their personal effects, including briefcases, lockers, furniture, files, vehicles, and clothing. For purposes of this policy, “Company property” includes offices, facilities, buildings, and parking lots, as well as all Company vehicles and equipment, whether located on Company property or away from Company property.
2. During searches, employees will not be forcibly searched. Employees and their belongings will not be touched at any time without the employee’s consent. Any employee refusing to give consent for a security search will be subject to discharge for violation of this policy.
3. Prohibited items and substances discovered during a security search will be confiscated, turned over to the proper authority, and used by the Company to determine the appropriate corrective action, up to and including discharge.

**OUTSIDE EMPLOYMENT**

When any employee takes on the responsibility of an outside job, the employee’s safety, efficiency, health, and attendance at Menne Labs Restaurant Group may be affected. The Company does not prohibit outside work, unless, in the judgment of the Company, it interferes with the employee’s job performance and/or work schedule or if such work is for a competitor or if such work otherwise may be deemed to conflict with Menne Labs Restaurant Group’s interests. If this happens, the employee will be asked and expected to end or reduce his/her outside work hours as a condition of continued employment with Menne Labs Restaurant Group. In any case, you should consult your manager with regard to these issues before accepting an outside job

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**ATTENTION TO DUTY**

You are required to begin work at your scheduled starting time, and you are expected to continue working until the completion of the work period (excluding scheduled breaks and meal periods). While on duty, you must devote your time and attention to the work of Menne Labs Restaurant Group and must perform your duties in an orderly, safe, efficient, and professional manner.

**PERSONNEL RECORDS**

In order for the Company to give you all the services that we have to offer, and for other business purposes as well, it is important that accurate records are kept at all times. All personnel/employee records are considered the property of Menne Labs Restaurant Group. However, you are free to review your personnel file at any time while employed by the Company. You are required to notify the Company whenever there is a change in your address, telephone number, person to notify in case of emergency, name, marital status, number of dependents, social security number correction, drivers license expiration (if required), change on any identifying document used on your application or during the application process (including Form I-9), or any other such change in pertinent information. Failure to comply with this policy may result in corrective action up to and including discharge.

**REGULATIONS PERTAINING TO WAGES AND HOURS**

1. Pay day is bi-weekly (normally on Friday).
2. Hourly employees who work in excess of forty (40) hours in any workweek will be paid at the appropriate overtime rate for all hours in excess of forty (40).
3. Employees should not begin work before scheduled, perform work during any designated meal period, or work after the completion of their schedule unless approved in advance by their manager.
4. Employees will be paid their normal hourly rate for all mandatory meetings.
5. Any employee who voluntarily terminates employment for any reason will receive his/her final pay at the regular time according to the pay period. Any employee who involuntarily terminates employment will receive his/her final pay no later than six (6) days after termination.
6. Your pay card will not be released to anyone other than yourself except upon your written consent and only upon that person presenting a picture I.D.
7. All employees are requested to verify the correctness of all pay received by them. If any such pay is not correct, the manager must be notified immediately.

**TIME RECORDS**

In compliance with the Fair Labor Standards Act, the Company keeps records of time worked for all employees. All employees are required to record their time at the start and upon completion of each workday and for meal periods. It is the responsibility of each employee to record his/her own time, and it is noted that recording time for another employee is justification for discharge. Any attempt to falsify any time record is justification for discharge. Similarly, failure to record time properly at the required times will result in corrective action up to and including discharge.

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### TELEPHONE CALLS

Personal telephone calls at work disrupt our operation. Therefore, no non-emergency personal calls should be made or accepted during working time. Permissible times to make personal calls are during authorized breaks and during the meal period. If you answer a phone call for the store please answer as follows: “good “appropriate time of day”, thank you for calling “store name”, this is “xxx, how may I help you?” If the call is for a manager, always ask for the name of the caller.

# EMPLOYEE MESSAGES

The Company will make every effort to take employee messages and notify you of such messages. However, the Company will not be responsible for any failure to deliver telephone or other messages to employees.

## COMMUNICATION BOARDS

Communication boards are used for normal Company communications. However, should you wish to utilize the board, consent of management must first be obtained. No employee is permitted to abuse, deface, or remove any item(s) posted on any Company communication board. Employees are encouraged to check the boards daily for schedule information and other important information.

# SOLICITATION

Solicitation or distribution of literature to employees by non-employees on Company property is strictly prohibited. Solicitation by an employee of another employee is prohibited while either person is on working time. Permissible times are scheduled breaks and meal periods and before and after work. In addition, solicitation is prohibited at all times in immediate work areas. Permissible areas are restrooms, parking lots, and designated break areas. Employees are not permitted to distribute advertising material, handbills, printed or written literature of any kind in any work area(s) of the Company. Pressure, intimidation, harassment, or threats interfering with the rights of another employee are strictly prohibited.

**PERFORMANCE REVIEWS**

Menne Labs Restaurant Group will periodically review your performance and give you the opportunity to discuss your progress and any ideas or problems that you may have. Such evaluations will be performed, among other things, to identify the areas of further training that you may require during the course of your employment. Evaluations will normally be performed annually. It should not be construed that a wage increase accompanies a performance review. However, your performance reviews will have a significant impact on wage increases when they are granted.

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## COMPLIANCE WITH IMMIGRATION LAWS

Menne Labs Restaurant Group strictly adheres to the Immigration Reform and Control Act and, as a result, employs only those individuals who are eligible and authorized to work in the United States. This law requires that each employee submit documents that establish both identity and employment authorization or produce evidence that such has been applied for within three (3) days of hire. If your documentation has not been provided to the Company within ninety (90) days of your hire date, your employment must and will be terminated.

## PUBLICITY AND MEDIA RELATIONS

Any and all media inquiries must be directed to Executive Management. No employee should respond to media inquiries unless he/she has approval from Executive Management to do so.

Employees are expressly prohibited from using the name of the Company, its logo, etc., to endorse or promote any private activities, no matter how worthy, without the express, **written** approval from Executive Management. Similarly, an employee should not suggest or imply in any manner that the Company is a sponsor of his/her private activities without such **written** approval from Executive Management. Violation of this policy will result in corrective action up to and including discharge upon a first offense.

## SOCIAL MEDIA GUIDELINES

These guidelines are intended to establish the proper procedures and use of social media by all staff members of Menne Labs Restaurant Group. If you are a Menne Labs Restaurant Group staff member creating or contributing to blogs, wikis, social networks, virtual worlds, or any other kind of social media—these guidelines apply to you!

We expect all who participate in social media to understand and follow these guidelines. These guidelines will continually evolve as new technologies and social networking tools emerge.

**Guidelines Overview**

Menne Labs Restaurant Group staff members who utilize social media should be mindful that what they post, even if done off-premises or off-duty, could have an adverse effect on the Company and/or their continued employment with the Company. To reduce the likelihood that a staff member’s social media postings will have an adverse effect on the Company or their continued employment with Menne Labs Restaurant Group, all staff members should observe the following practices:

1. **You are personally responsible**. Blogs and other forms of social media communications are individual interactions, not corporate communications.  Staff members can be held personally liable for their posts.  For this reason, you should exercise caution with regards to exaggeration, obscenity, guesswork, copyrighted materials, legal conclusions, and derogatory remarks or characterizations. While you may respectfully disagree with Menne Labs Restaurant Group actions, policies, or management decisions, you may not attack personally or post material that is obscene, defamatory, discriminatory, harassing, libelous, or threatening about Menne Labs Restaurant Group, other staff members of Menne Labs Restaurant Group, or any affiliates of Menne Labs Restaurant Group.

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## SOCIAL MEDIA GUIDELINES (continued)

1. **Recognize the content is public.** Public communications concerning Menne Labs Restaurant Group, staff members or any other affiliates of Menne Labs Restaurant Group must not violate any guidelines set forth in this handbook, especially as it relates to discrimination, unlawful harassment, and illegal activities. Any content you provide anywhere on the Web can be search engine indexed (ex: found on Google), copied, linked to, and used as evidence in court. It may live on the Web for a very long time, so consider the content carefully.
2. **Keep it appropriate**. Your personal or anyone else’s blog, wiki, or social networking site is not the appropriate place to make a complaint regarding alleged discrimination, unlawful harassment, or safety issues.  Such complaints should be made consistent with the complaint procedures outlined in the Employee Handbook.
3. **Properly disclose your identity.** Include the following disclaimer on published public communications if you identify yourself as a Menne Labs Restaurant Group staff member or if you discuss Menne Labs Restaurant Group or any of its affiliates publicly:

*“The opinions expressed here are the personal opinions of [your name].  Content published here is not monitored or approved by Menne Labs Restaurant Group before it is posted and does not necessarily represent the views and opinions of the Company, its affiliates, officers and representatives and/or shareholders.”*

1. **Protect company confidential information**. Do not disclose any sensitive, proprietary, confidential, or financial information about Menne Labs Restaurant Group.  The use of the Menne Labs Restaurant Group logo, trademarks, or branding is prohibited.  You may not post anything related to Menne Labs Restaurant Group strategies, financials, products, etc. that has not been made public. Further details are provided in the “Confidential and Proprietary Information” section of your Staff Member Employment Guidelines handbook.
2. **What if I have questions or I’m not sure?** Consult with your manager or contact the HR Department if you have any questions about the appropriateness of publishing information relating to Menne Labs Restaurant Group, its staff members or any of its affiliates. If you think what you are about to post is inappropriate, then don’t hit the ‘send’ button. Ultimately, what you publish is yours—as is the responsibility. So be sure.
3. **Follow the Company’s policies.** Menne Labs Restaurant Group staff members or company representatives who fail to comply with this policy will be subject to discipline, up to and including termination of employment. In addition, depending on the nature of the policy violation or the online channel content, participants may also be subject to civil and/or criminal penalties.

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# BENEFITS

**BENEFITS**

Menne Labs Restaurant Group is proud of the benefits program provided for its employees. The benefits program is regularly reviewed to ensure competitiveness and overall effectiveness. Currently, the Company pays for most of the cost of benefits provided. The information in this handbook regarding employee benefits does not create a contract to provide such benefits. Rather, it is an explanation of the benefits currently being offered.

Regular, full-time employees are eligible for Company provided benefits if they meet specific requirements. In some cases, waiting periods may vary. Eligibility requirements for these benefits are described in the summary plan documents and/or benefits booklets. Questions concerning benefits should be directed to your manager. The terms of the benefit plans described are subject to change at any time by the provider or the Company.

**JURY DUTY**

Recognizing the value of good citizenship and performance of public duties, you are encouraged to participate and fulfill your community responsibilities by serving as a juror when summoned. The Company will provide you with time off if you serve as a juror but you will not be paid because you are not working. You must present verification from the Court showing your jury service.

**SOCIAL SECURITY INSURANCE**

The Social Security Program is, in effect, retirement insurance for you that is sponsored and administered by the federal government. Each pay period, a sum will be deducted from your pay to be put into your Social Security fund. Menne Labs Restaurant Group contributes to Social Security an amount equal to that which has been deducted from your pay. Federal law requires these contributions.

## UNEMPLOYMENT INSURANCE BENEFITS

Under the Florida Reemployment Assistance Benefits program, you may be entitled to receive compensation for unemployment due to certain circumstances beyond your control. Unemployment benefits are administered at the sole discretion of the Florida Department of Economic Opportunity and are funded entirely by the Company and the other employers of the state of Florida.

## MILITARY LEAVE

The Company will grant a leave of absence without pay to an employee participating in U.S. Armed Forces Reserve or National Guard training programs or who is otherwise called for active military duty in accordance with the provisions of the Universal Military Training and Service Act, the Uniformed Services Employment and Reemployment Rights Act of 1994, and all other similar or applicable laws. A regular, full-time employee who returns from service in the Armed Forces of the United States of America will be re-employed/reinstated in accordance with all such prevailing and applicable laws.

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**GROUP INSURANCE**

A medical plan (including dental insurance) is available to all eligible employees. To be eligible, you must be a regular, full-time employee and have satisfied the required waiting period. Dependent coverage is also available within the provisions of the plan for eligible family members. Currently, the Company pays for a portion of the cost for employee coverage after you have completed one full year of continuous service. Upon eligibility, you may request information regarding the plan that details the benefits more precisely as well as the premium costs for coverage.

## CONTINUATION OF GROUP INSURANCE

Employees terminating employment for reasons other than for gross misconduct may continue group health insurance coverage for eighteen (18) months at their own expense according to federal COBRA regulations. Employees whose work hours are reduced to a point where they become ineligible for coverage may also continue coverage for eighteen (18) months at their own expense. Employees must notify the Company in writing of their intent to continue coverage within sixty (60) days of the qualifying event, and must pay premiums for the coverage according to the premium schedule. Failure to notify the Company in writing or failure to pay any coverage premium is considered to be notice of cancellation of this option. Dependents no longer eligible for coverage under the group’s insurance certificate due to the employee’s death or a divorced or legally separated spouse or a child ceasing to be a dependent may continue group health insurance coverage for up to thirty-six (36) months at the expense of the employee or dependent. The dependent must notify the Company within sixty (60) days of the qualifying event of their intent to continue coverage. Failure to notify the Company in writing or failure to pay any coverage premium is considered to be notice of cancellation of this option.

EMPLOYEE MEALS/DISCOUNTS

Employees are permitted to eat in their restaurants and are given discounts on their meals. However, certain rules must apply. Check the General Information Sheet or contact your General Manager for specific rules relative to your meals/discounts.

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**TUITION REIMBURSEMENT POLICY**

**Policy**

Menne Labs Restaurant Group will reimburse an employee up to $500 per semester or a maximum of $1000 per year for continuing education through an accredited college or university.

An employee must secure a passing grade of “C” or higher or if the course is a “Pass/Fail” a “Pass” is acceptable to receive reimbursement. Expenses must be validated by receipts from an accredited college, university, tech, or vocational school. A copy or photo of the report card with the final grade (s) and course name (s) should be submitted.

*The company will not provide any reimbursement if an employee withdraws from an approved course or if the approved course is canceled. Furthermore, the employee must promptly inform the appropriate General Manager and Human Resources if they withdraw from an approved course or if the course is canceled.*

**Eligibility**

Employees who have been employed with the company for at least 3 months and have averaged at least 20 hours per week are eligible under this policy.

**Procedures**To receive reimbursement for educational expenses, employees should follow the procedures listed here:

* Once the course is successfully completed, the employee should submit the Tuition Reimbursement Application (‘Application’). The Application should be completed and signed by the employee no more than 90 days after the end of the semester.
* The employee will give the Application, and supporting documents including proof of payment (i.e., school receipt, copy of cancelled check, credit card receipt) and photo or copy of the final grade with course name, to their General Manager for review, approval, and signature.
* The General Manager will submit the signed Application and supporting documents to their Area Director for approval and signature.
* The Area Director will forward the Application and supporting documents to Human Resources who will coordinate the reimbursement with Payroll.

Any questions or comments related to this policy should be directed to Human Resources.

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## ANNIVERSARY BONUS

##### Full-Time

Hourly employees who have worked an average of 30 hours per week or more, and have had **continuous** employment, qualify for the full-time anniversary bonus. The full-time anniversary bonus is paid using the following scale:

* 12 months –$300
* 24 months –$300
* 30 months –$300
* 36 months –$300
* 42 months –$300
* 48 months –$300
* 54 months - $300
* 60 months - $300
* 66 months –$300
* 72 months –$425
* 78 months –$425

… And so on every six months at the anniversary date through year 10. The bonus increases to $600 as of year 11.

##### Part-Time

Part-time employees who work an average of 8.0 to 29.9 hours per week will receive their Anniversary Bonus using the following scale:

* 12 months – $150
* 24 months – $150
* Every six-month anniversary thereafter - $150

**INSURANCE FOR INJURY ON THE JOB**

Menne Labs Restaurant Group, through its insurance carrier, provides benefits for you if you are injured during the course and scope of your employment. Your rights and benefits are established under the provisions of the state’s Workers’ Compensation Act. Your protection starts the day of your employment, and the Company pays the full premium for this protection. It is essential that you report promptly to your manager any injury, no matter how minor it may appear, so that you may receive the necessary medical attention.

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# COMPANY POLICIES AND WORK RULES

**PERSONAL PROPERTY**

Menne Labs Restaurant Group assumes no responsibility for employee’s personal belongings on Company property. As a result, employees should not bring cell phones, purses, coats, etc. to work. There are no storage areas for such items at the restaurants.

**COMPANY PROPERTY**

It is the responsibility of all employees to take proper care of all Menne Labs Restaurant Group property including Company buildings, furnishings, equipment, tools, supplies, etc. All Menne Labs Restaurant Group property must remain on the premises at all times unless approved in advance by management.

**RELATIONSHIP BETWEEN EMPLOYEES**

Employees are encouraged to exercise common politeness and courtesy in all their relationships with each other as well as with management personnel. A cooperative spirit with your co-workers will help you to perform your job duties in a proper, efficient, and professional manner.

No employee will be permitted to curse, insult, harass, or defame another employee in any manner at any time on or about Company property. Any fighting on Company property or other violation of this policy will result in corrective action up to and including discharge.

### CREDIT/LOANS AND ADVANCES ON PAY

We have learned that it is neither wise nor practical to make loans to members of our own organization. The Company’s available funds are needed to care for the necessities of doing business. Therefore, we do not make loans or allow advances on pay to any member of our organization.

## HARASSMENT

Menne Labs Restaurant Group is committed to providing a workplace that is free from discrimination and unlawful harassment. Harassment includes, but is not limited to, verbal, graphic or physical conduct relating to an individual’s race, color, sex, religion, age, national origin, veteran status, or disability. Therefore, the Company does not permit nor tolerate any sort of actions, words, jokes or comments that are based on an individual’s race, color, sex, age, religion, national origin, veteran status, disability or anything else so protected by law which might tend to create an intimidating, hostile, offensive, or otherwise uncomfortable work environment whether by or of its employees.

Harassment also includes unwarranted or unwelcome sexual advances, requests for sexual favors, and/or other verbal, graphic or physical conduct of a sexual nature. Sexual harassment (including

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**HARASSMENT (continued)**

the above-described conduct) occurs when (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment; (2) submission to or rejection of such conduct is used as the basis for employment decisions affecting the individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive work environment.

Harassment may take many forms; intentional or unintentional, blatant or subtle, and can occur among co-workers, or in a management/subordinate relationship, or even in a work related situation involving someone who is not even employed by the Company. Harassment related problems can often be resolved through open and honest discussion between the parties involved. In many cases, individuals perceived as behaving in a harassing manner will stop the behavior when confronted. However, such direct treatment of harassment may not always be practical or desired. Any employee who feels that direct confrontation is not appropriate or is otherwise not desired for his/her particular situation or any employee who feels subjected to harassing behavior in any situation at all should take the following steps:

If any employee feels harassed; including, but not limited to the conduct described above, by any management member, other employee, customer, client or other person in connection with employment, he/she should inform his/her manager at once. The matter will be taken very seriously and investigated immediately with appropriate action taken as warranted. Should it be determined by investigation that this policy was violated in any manner, the individual in violation will be subject to corrective action up to and including discharge.

If any employee is not comfortable discussing the matter with his/her manager, he/she may directly contact any other member of management. *If any employee feels harassed in any manner or witnesses such behavior, he/she must report it to someone in management or have it reported by someone else to someone in management so that the investigation process can begin.* Any report of harassment made by an employee to management will be treated in the most confidential manner possible. Any employee who reports harassment to management will, likewise, be protected from any form of retaliation for having done such. Whether harassment is corrected by direct communication between the parties involved or through the intervention of the Company, all employees are encouraged to discuss anything and everything of importance to them with the management person of their choice so that a more comfortable work environment can exist.

## SUBSTANCE ABUSE AND DRUG TESTING POLICY

STATEMENT OF POLICY AND PURPOSE

Menne Labs Restaurant Group is committed to maintaining a safe, healthy, productive, and lawful working environment. We believe that our employees have the right to work in an alcohol and drug-free environment and, as well, to work with others who are free from the effects of alcohol

and illegal drugs. The use of illegal drugs and/or controlled substances increases the potential for, among other things, on-the-job injuries, absenteeism, unsatisfactory work performance, poor morale, and damage to the Company’s reputation.

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**SUBSTANCE ABUSE AND DRUG TESTING POLICY (continued)**

The use, possession, or distribution of illegal drugs and/or controlled substances is strictly prohibited on any Company premise, in any Company facility, and/or in any work situation involving the Company, its employees, customers, and/or suppliers.

In support of this position, and in compliance with the Controlled Substances Act (21 U.S.C. §811) we emphasize the prohibitions against the use or possession of alcohol or illegal drugs and/or controlled substances and, hereby; under this policy, make our employees aware of the consequences and penalties for substance abuse on-the-job.

PROHIBITIONS

1. Use, possession, distribution, dispensation, sale or other transaction of illegal drugs

(including drug paraphernalia) at any time during working hours or anywhere on Company premises or in any work situation involving the Company.

1. Unauthorized use or possession, distribution, dispensation, sale, or other transaction

of any controlled substance at any time during working hours or anywhere on Company premises or in any work situation involving the Company.

1. Unauthorized use or possession, distribution, dispensation, sale, or other transaction of

alcohol at any time during working hours, on Company premises, or in any work situation involving the Company.

1. Storage of any illegal drug, drug paraphernalia, alcohol, or any controlled substance, the

use of which is unauthorized, in any locker, desk, vehicle (Company supplied or personal), or in any other repository on Company premises.

1. Being “under the influence” (as defined) of an unauthorized controlled substance, illegal

drug, or alcohol at any time during working hours, on Company premises, or in any work situation involving the Company.

1. Use of alcohol away from Company premises which adversely affects the employee’s

work performance, safety, or the work performance or safety of another employee while at

work, or the Company’s reputation.

1. Possession, use, distribution, dispensation, sale, or other transaction of any illegal drug

away from Company premises which adversely affects work performance, the employee’s

safety, or the work performance or safety of another employee while at work, or the

Company’s reputation.

1. Adulterating or otherwise tampering in any manner with a urine sample or other such

specimen submitted for testing.

9. Refusing to submit or consent to a drug test or refusing to submit a urine or blood sample

for testing when requested by management.

1. Refusing to submit to an inspection or search when requested by management
2. Failing to adhere to the requirements of any drug or alcohol treatment or counseling program in which the employee may be enrolled.
3. Conviction under any criminal drug statute for a violation occurring during working time, on Company premises, in Company supplied vehicles, or in any work situation involving the Company.

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**SUBSTANCE ABUSE AND DRUG TESTING POLICY (continued)**

1. Arrest or conviction under any criminal drug statute under circumstances, which adversely affect the Company and/or its reputation.
2. Failure to notify the immediate management member of any arrest or conviction under any criminal drug statute with in five (5) days of such arrest or conviction.
3. Failure to report to the immediate management member the use of a prescribed or over-the-counter medication which may alter the employee’s behavior or mental or physical ability.
4. Failure to keep prescribed medicine in its original container.

DEFINITIONS

A “legal” drug/controlled substance is defined, for purposes of this policy, as a prescribed or over-the-counter drug which has been legally obtained and is being used for the purpose for which it was prescribed or manufactured.

An “illegal” drug/controlled substance is defined, for purposes of this policy, as a drug or controlled substance which is (1) not legally obtainable or (2) is legally obtainable, but was not legally obtained.

Being “under the influence” of alcohol is defined, for purposes of this policy, as having a blood alcohol content of .08 or more.

Being “under the influence” of an unauthorized controlled substance or illegal drug is defined, for purposes of this policy, as testing positive at a specified ng/ml level.

“Company premises”, for purposes of this policy, means all areas in which the Company has a proprietary interest including, but not limited to, all Company property, facilities, structures, etc.

##### CAUSE FOR TESTING

REASONABLE CAUSE TESTING

Whenever the Company has probable cause and reasonably suspects that an employee’s work performance or on-the-job behavior may have been affected in any way by alcohol or drugs, or that an employee exhibits the appearance and/or conduct indicative of the use of alcohol or drugs, or that an employee otherwise violated this policy, the Company may require the employee to submit a urine and/or blood sample for alcohol and drug testing. Any employee who tests positive for alcohol or drugs, as a result of such a test, will be in violation of this policy.

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**SUBSTANCE ABUSE AND DRUG TESTING POLICY (continued)**

Among the behaviors that could lead to “reasonable cause” testing, either singly or together are:

Involvement in an accident(s) or near accident(s); aberrant behavior including, but not limited to, slurred speech, unsteady gait, slow or abnormal responses, etc.; unusual/abnormal attendance patterns; unusual/abnormal tardiness, especially after a day or weekend off or when returning from break(s) or lunch; leaving work without permission; peculiar and/or increasingly improbable excuses for absences; general reductions or deviations in productivity; complaints by co-workers, customers, or others concerning attitude, aberrant behavior or other matters which would lead the Company to be reasonably suspicious; extreme personality swings or shifts; and/or unusual avoidance of co-workers and/or management personnel.

Employees tested for “reasonable cause” will be immediately placed on leave status without pay pending receipt of test results. If such test results are negative, the employee may resume normal work duties and will be made whole.

An employee testing negative under such circumstances will be notified by the Company via telephone to return to work at the start of his/her next scheduled work shift immediately following such notification.

If the Company is unable to notify an employee to return to work as stated above via telephone, the Company immediately shall notify the affected employee of his/her return to work date via certified mail. All back pay accrual shall terminate at the time of the mailing of the certified letter.

Should an employee fail to report to work within three (3) working days after having been notified via telephone or certified mail to so report, he/she shall be considered to have abandoned his/her job and, therefore, will have separated his/her employment with the Company.

POST INCIDENT TESTING

All employees directly involved in an on-the-job incident which requires a physician’s attention will be required to submit a urine and/or blood sample to be tested for alcohol and drugs. An employee who tests positive for alcohol or drugs, as a result of such a test, will be in violation of this policy. Employees subject to testing must sign, prior to such tests, an approved form consenting to the testing and; likewise, consenting to the release of the test results to the appropriate individual or party.

Confidentiality is important with regard to test results and, as such, all positive alcohol and/or drug tests will be reported only to such individuals as a need-to-know basis dictates.

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**SUBSTANCE ABUSE AND DRUG TESTING POLICY (continued)**

AUTHORIZED USE OF PRESCRIBED OR OVER-THE-COUNTER MEDICINE

Employees undergoing prescribed medical treatment with any substance which may adversely alter their behavior or physical or mental ability or which otherwise might adversely affect and/or endanger their safety or that of others, are required to report such treatment to the immediate management member.

Employees should report to the immediate management member the possible adverse effects relating to safety of the medical treatment and the expected duration of such treatment. If appropriate and/or deemed necessary, the immediate management member, upon discretion, may assign the affected employee to other duties or otherwise make a reasonable accommodation until such time as the medical treatment is complete or until it is deemed appropriate with regard to the safety and well being of all concerned individuals.

ARREST OR CONVICTION UNDER CRIMINAL STATUTE

Employees must notify the immediate management member within five (5) days of any arrest or conviction of a criminal drug statute. Failure to make such notification will result in the appropriate disciplinary action as so dictated by the provisions of this policy.

INSPECTIONS

Whenever the Company suspects than an employee’s work performance or on-the-job behavior may have been affected in any way by alcohol or drugs, or when otherwise deemed necessary and appropriate according to the provisions of this policy, the Company may designate a representative to search the affected employee, the employee’s locker, desk, or other Company property under the control of that individual, as well as the employee’s personal effects or personal vehicle on Company property. Refusal to cooperate and/or submit to such inspections will result in the appropriate disciplinary action as so dictated by the provisions of this policy.

SAMPLE COLLECTION

The collection of urine and/or blood samples to be tested for alcohol and/or drugs will be done so in accordance with generally accepted protocol so as to protect the rights of all individuals as well as to ensure the integrity of each individual sample and each individual test. Samples will be collected at the designated collection station and will be supervised by trained individuals. All samples collected for testing purposes will be labeled and the appropriate documentation will be completed. The sample and accompanying documentation will then be sent to the designated testing laboratory for analysis.

TYPES OF ANALYSES

At the designated testing laboratory, normally, two types of analyses will be performed (when required). The initial analysis that will be performed is a screening test to determine drug ingestion for the classes of drugs so designated for testing. Certain “cutoff” levels have been pre-determined

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**SUBSTANCE ABUSE AND DRUG TESTING POLICY (continued)**

for the metabolites of the drugs being tested. If the result of the initial test is negative, the testing laboratory representative will so advise the Company. If any predetermined “cutoff” level has been exceeded, according to the initial test, a confirmatory test will be performed using an alternate testing method. The “cutoff” levels are set to act as a safeguard against any passive inhalation or ingestion that may have taken place. The initial screening test is normally performed using the EMIT (or similar) system. The confirmatory test will generally be performed using Gas Chromatography/Mass Spectrometry (GC/MS) methodology.

OVERCOMING ALCOHOL AND/OR DRUG ABUSE

The Company recognizes that substance abuse is a medical problem that can be successfully treated. Studies indicate that many, if not most, substance abusers deny having a problem however; and consequently, do not seek treatment voluntarily. This denial is, reportedly, the single most significant obstacle to be overcome before successful treatment can occur. The Company encourages all employees to seek treatment and/or counseling through whatever means necessary to overcome any substance abuse problem they may have.

Early recognition and treatment of alcohol or drug abuse is important to successful rehabilitation and for the purpose of lessening the disruption it may create personally, socially, and with family. The Company encourages the earliest possible diagnosis and treatment for alcohol and drug abuse and supports sound treatment efforts to achieve the goal of becoming drug-free.

Under certain circumstances, and at its sole discretion, the Company may assist employees through appropriate means in overcoming drug or alcohol abuse. However, the ultimate decision to seek diagnosis and accept treatment for alcohol or drug abuse is primarily that of the affected individual. Employees who undergo treatment or counseling and who continue to work for the Company, must meet all established standards of conduct and job performance. Periodic post-rehabilitation drug testing may occur as well to detect any continued use or abuse of controlled substances/drugs. Such post-rehabilitation testing will be required for a period of time deemed appropriate by the Company, but in no case shall such a period exceed twenty-four (24) months after completion of the formal rehabilitation program.

Further information regarding any existing Employee Assistance Program may be obtained from management. In any case, employees seeking voluntary assistance from the Company must do so before any situation arises which may warrant disciplinary action as outlined in this policy.

CONDITION OF EMPLOYMENT

Compliance with the Company’s Substance Abuse and Drug Testing Policy is a condition of employment. As such, any failure or refusal of or by an employee to cooperate fully, sign anyrequired document, submit to any inspection or test, follow any prescribed course of substance abuse treatment (if applicable), or other such failure to comply with any provision of this policy will be grounds for discharge.

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**SUBSTANCE ABUSE AND DRUG TESTING POLICY (continued)**

CONSEQUENCES FOR VIOLATION OF THIS POLICY

Violation of the Company’s Substance Abuse and Drug Testing Policy will result in corrective action up to and including discharge for a first offense at the Company’s sole discretion. In addition to any corrective action that may be taken in case of a positive drug or alcohol test, the Company may, at its sole discretion, refer an employee, under certain circumstances, for assessment, counseling, and/or a treatment program for alcohol and/or drug abuse. Employees referred to such by the Company as a result of a positive test for alcohol or drugs must immediately cease any and all alcohol/drug use, and; further, must comply with all other conditions of the treatment and counseling program so recommended. Employees who undergo counseling and/or treatment for substance abuse and who continue to work for the Company must meet all established standards of conduct and job performance and may be subject to periodic post-rehabilitation testing as described above.

# SAFETY & HEALTH GUIDE

You are to observe the safety rules contained in your *Safety Guide for Employees* in every phase of your work with particular emphasis on proper lifting techniques when handling heavy objects. You are required to participate in the safety effort of this Company by working safely and attending and participating in safety sessions when offered. Incidents involving personnel are reviewed on a regular basis to identify any possible safety hazards. If you should have an incident or injury, report it to your manager immediately no matter how insignificant it may seem. Your particular job requirements may include additional specific safety guidelines that you are required to observe and practice with no exception.

## REPORTING INCIDENTS

To ensure that proper attention is given and appropriate action taken when an incident occurs within the workplace, you are required to follow these procedures: (1) Report the incident to your supervisor at once. If your supervisor is not immediately available, report the incident to another management member. (2) If you are involved in or are a witness to an incident, you should provide information in order for the appropriate report to be completed. Please be aware of the importance of immediate action in recording all details of the incident.

**EMPLOYEE ISSUE RESOLUTION**

Menne Labs Restaurant Group sincerely wants every employee to receive fair treatment. The Company’s objectives can be accomplished much faster with a satisfied and enthusiastic team of people.

However, the Company recognizes that job-related problems may arise from time to time. We acknowledge the importance of addressing employee questions, concerns, and problems and swiftly resolving any issue that in any way precludes an employee from performing his/her duties to the absolute best of his/her capabilities.

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**EMPLOYEE ISSUE RESOLUTION (continued)**

All employees are encouraged to openly discuss with the appropriate management member any questions, concerns, problems or other issues they may have about any term or condition of employment or anything else that they feel may be adversely affecting them on the job. Typically, the place to start in issue resolution is with the your immediate manager. It is recognized that that in some instances the issue might actually involve your manager, and you might be reluctant to openly discuss the situation with that person. If this is the case, or if you are not otherwise satisfied with the manager’s response to your issue, you should contact the Human Resources Department. If you are still not satisfied, you may contact the President of the Company. (The channels or organization are encouraged and should be followed in this and in all other matters.)

It is understood that you may not feel totally comfortable presenting the Company with a job-related issue, but you are encouraged to avail this issue resolution process anytime you feel necessary. Menne Labs Restaurant Group sincerely believes that its overall performance and growth as a company will be furthered and enhanced by taking the time to answer the questions that have been asked and resolve stated workplace concerns to the best degree possible and/or practical. With this understanding, it should also be noted that the Company is strongly committed to preventing retaliation in any form against persons who use this process.

## RULES OF CONDUCT

Menne Labs Restaurant Group expects its employees to exhibit professional behavior and conduct at all times while at work. Regulations governing employee conduct have been established so that the best interests of the Company, its employees, and its customers are served. Accordingly, violation of any of these regulations constitutes misconduct that will result in corrective action. Corrective action includes, but is not limited to, verbal reprimand, written warning, suspension from work without pay, and immediate termination of employment. Violation of any Company policy, work rule, or safety rule may lead to immediate termination of employment upon the first offense depending upon the prevailing circumstances. The following list of offenses cannot be considered complete as there are other common sense or generally accepted rules and regulations too numerous to list. Violations other than those listed will be dealt with according to severity. In the event an employee is suspended from work for disciplinary reasons, benefits will not accrue nor will benefits be recoverable during, or as result of, any suspension period.

The following actions constitute misconduct:

1. Misuse or misappropriation of Company funds.
2. Insubordination or refusal to follow a management member’s instructions.
3. Violation of the Substance Abuse and Drug Testing policy.
4. Disorderly, immoral or indecent conduct on Company premises.
5. Any attempt to falsify a personnel or time record or recording time for another employee.

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## RULES OF CONDUCT (continued)

1. Misuse of or removal from the premises of any Company property without authorization and/or possession of any Company property removed from the premises without proper authorization. This includes giving/taking food or beverages without the manager’s approval.
2. Bringing, using or possessing weapons on Company premises at any time.

8. Striking or manhandling another person or fighting while on Company premises.

9. Unauthorized soliciting of any nature.

10. Threatening, intimidating, coercing, harassing or interfering with any person at any time.

11. Careless or negligent conduct which results in serious incident and/or injury.

12. Leaving Company premises during the work period without permission from management.

13. Performing substandard work (quality and quantity) after having been instructed in proper

procedure and technique.

14. Careless or negligent use/operation of Company tools, equipment, or supplies.

15. Altering, defacing or removing anything posted on Company bulletin boards.

16. Gaining or attempting to gain unauthorized access to Company records and/or files

whether secured or unsecured.

17. Using profane or abusive language on Company property that, in management’s opinion, is

offensive to customers, management members or other employees.

18. Violation of safety rules and/or procedures.

19. Eating, drinking, and/or using tobacco products (or electronic cigarettes) in unauthorized

areas.

20. Operating equipment and/or machinery without proper authority.

1. Failure to call or appear weekly as instructed during a work related injury absence.
2. Improper shift covering procedures.
3. Failure to attend any mandatory employee meeting and/or not reporting for an assigned

shift.

1. Misuse or misappropriation of food coupons, etc. or use of such for any other purpose than

that which is intended

1. Any negative confrontation with a guest or employee.
2. Improper handling of cash or credit cards.
3. Ordering items without properly ringing such items up as sales, or using other employees’ numbers when ringing up food or drinks.
4. Breach of confidentiality.
5. Serving alcohol to minors or improper ID checks.
6. Failure to follow dress code or grooming requirements.
7. Accepting tips.

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**ATTENDANCE**

When employed by Menne Labs Restaurant Group, it is understood that you will be expected to work all hours scheduled including overtime as necessary. Like any other employer, we expect our workforce to be at full strength each workday. Nevertheless, we recognize that it is necessary for employees to be absent or unexpectedly detained from work occasionally for valid reasons outlined below. Be reminded that absenteeism (including coming to work late and leaving early) interferes with an efficient operation and, therefore, must be controlled.

EXCUSED ABSENCE

Only the following will be considered as excused:

1. Death in the immediate family (defined as mother (in-law), father (in-law), brother (in-law), sister (in-law), spouse, child, or grandparents).
2. Personal injury or illness verified by a doctor’s statement.
3. Absence due to a work related injury, and only until such time as the

attending physician releases the employee to return to work.

1. Jury duty.
2. Military reserve program.
3. Absence approved in advance by management. Absences may be excused

in advance by management, but staffing levels must be taken into consideration first.

It is every employee’s responsibility to personally call the manager no later than three (3) hours prior to his/her starting time if he/she is going to be late or absent stating the reason for the absence. Upon returning to work, employees must verify the reason for the absence or lateness.

If the call-in procedure is not followed as described above, the employee in violation will be subject to corrective action up to and including discharge.

Four (4) or more excused absences in any six (6) consecutive month period may result in corrective action if the employee has been so counseled. Two (2) late arrivals or early departures (or combination) shall be considered as one (1) absence.

UNEXCUSED ABSENCE

If not identified above, all other absences are considered unexcused. An unexcused absence will consist of one (1) hour or more missed from any regular work period.

1. One (1) unexcused absence during a six (6) consecutive month period ……….

WRITTEN WARNING

1. Two (2) unexcused absences during a six (6) consecutive month period ……..

WRITTEN WARNING

1. Three (3) unexcused absences during a six (6) consecutive month period ……

SUBJECT TO AUTOMATIC DISCHARGE

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**ATTENDANCE (continued)**

COMING TO WORK LATE OR LEAVING EARLY – UNEXCUSED

You might consider arriving at work a few minutes early because you will be considered late if you are not at your workstation when the work period begins. Two (2) late arrivals or early departures (or combination) shall be considered as one (1) unexcused absence. Any lateness or early departure of more than one (1) hour per work period will be counted as an unexcused absence.

NO CALL/NO SHOW

Should an employee fail to call in as required and fail to appear for work for any scheduled work shift, the employee will be deemed to have abandoned his/her job, and employment with the Company will be separated as of the last day worked. For purposes of this policy, no call/no show is defined as failure to appear for a scheduled shift having not contacted your manager at any point during that scheduled shift.

SCHEDULING AND SHIFT COVERAGE

Schedule requests are given all consideration, however, they must be submitted in writing by the weekly deadline determined by your restaurant. It must be understood that we are in the service business and your flexibility is needed. Schedule preference priority is as follows:

* 1. School
  2. Performance/flexibility
  3. Personal requests (not guaranteed)

Once a schedule is posted, it is your responsibility to cover any shifts you are unable to work. You are responsible for all of your shifts. Either work them or have them covered by another authorized employee by using the proper shift change procedures. The HotSchedules procedures must be used for all shift changes. For a shift change to be valid, the following must be completed in HotSchedules:

(a) Shift released by employee originally scheduled, (b) Shift picked up by other team member, (c) Shift change approved by Manager

Please note that the person originally scheduled is ultimately responsible for covering the shift. If the proper shift procedures are not followed, it will affect him/her. Management reserves the right to deny a shift change. This may be for the following reasons: a veteran employee is being replaced by a new employee, potential overtime, etc.

**WAGE INCREASES**

Periodic checks are made in our area to ensure that our wage scale is competitive. Jobs are assessed periodically to ensure that the pay is sufficient for the amount of work involved and the degree of responsibility assigned. Pay increases are not automatic. Rather, when granted, pay increases are based upon merit, increase in job duties and responsibilities, compliance with Company policies, attendance, safety, and other characteristics of the job. Rate increases will also take into consideration the general economy as well as the economic condition of the Company.

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**NON-OCCUPATIONAL LEAVE OF ABSENCE**

A non-occupational leave of absence for legitimate and justifiable reason(s) for a period not to exceed twelve (12) weeks may be granted without pay by the Company.

Only those employees who have completed one (1) year of continuous service are eligible for leave. If, at the end of any initial leave period, an employee is unable to return to work, he/she may request to extend the leave provided the maximum allowable leave time of twelve (12) weeks has not been fully exhausted and so long as the requested extension would not cause such to be exceeded. Employees requesting leave to serve in the Armed Forces of the United States or participate in the United States Armed Forces Reserve or National Guard training programs shall have such rights of leave of absence and reinstatement as are provided by the Universal Military Training and Service Act as well as any other applicable federal and/or state laws.

An employee who desires a non-occupational leave of absence from employment must apply for and secure written permission from an authorized management member. The requested leave must exceed five (5) workdays to be considered a leave of absence, and all other leave time so accrued (if applicable) by the employee must be used as part of the leave. Approval for a leave/extension depends upon the Company’s operational requirements, the employee’s performance record, the reason for the leave/extension, and the employee’s length of service. If leave is approved, the employee is to check out through the designated management member upon taking leave, and; similarly, must check in with the designated management member upon return.

If it is not possible to return from a leave within the approved time, the designated management member must be notified by the affected employee either in writing or in person no later than seven (7) days prior to the initial leave’s expiration to request an extension. If an employee fails to return to work on the first regularly scheduled workday upon expiration of a leave, and a request for extension is not or has not been made at or before the allotted time, it will be deemed that the employee’s intention is not to return to work, and; therefore, employment will be terminated becoming effective on the first regularly scheduled workday after the initial leave’s expiration.

If, during the period of absence, an employee accepts employment elsewhere or becomes self-employed, the employee will be considered as having voluntarily terminated employment without notice as of the effective date of the leave. No payment for benefits that the employee may otherwise have been entitled will be made as a result.

A leave of absence, while in progress may be cancelled by the Company for just cause or if the reason for leave was or has been misrepresented in any manner by the employee, and; if so cancelled, the Company will send to the employee, via mail, a written notice of recall. An employee’s failure to respond to such notice of recall within three (3) working days shall be considered the employee’s voluntary termination of employment with the Company. No payment for benefits that the employee may have otherwise been entitled will be made as a result.

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**NON-OCCUPATIONAL LEAVE OF ABSENCE (continued)**

Length of service will be considered uninterrupted during a leave of absence.

PROCEDURES

Employees who desire to apply for a leave of absence may obtain the appropriate Request for Leave of Absence form from an authorized management member. After its completion, the form must be returned to the authorized management member for consideration. Approval, if made, shall be in writing to the employee detailing the specifics of the leave. Should it become necessary for an employee to extend an approved leave, the employee must make such request to the authorized management member, either in writing or in person, no later than seven (7) days prior to the expiration of the initial leave. The subsequent decision regarding the leave extension request shall be in writing to the employee and shall be sent to same via mail or delivered in person (whichever is most practical).

REINSTATEMENT

Upon expiration of a non-occupational medical leave, the employee must submit a return to work release from the attending physician before reinstatement will be considered. Due to the Company’s operating requirements, and for other such legitimate business reasons, employees on authorized leaves of absence are not and cannot be guaranteed reinstatement upon leave expiration. However, if possible, employees will be considered for reinstatement in accordance with the following prioritization:

1. The employee is placed in his/her former job, if available at that job’s presently prevailing

rate of pay; or

1. The employee is placed in a job comparable to his/her former one, if available and deemed qualified, at that job’s presently prevailing rate of pay; or
2. The employee is placed in a job of lower grade than that of his/her former one, if available and deemed qualified, at that job’s presently prevailing rate of pay; or

Resultant from the absence of an available job for which the employee is deemed qualified or upon refusal by the employee to accept a job so offered upon the expiration of his/her approved leave, the employee will be terminated from the Company’s employ.

**RETURN TO WORK POLICY**

Multitudes of purposes are served when an employee makes a prompt return from a work related injury. Obviously, there are mitigating factors in certain cases that preclude an employee’s swift return. However, all reasonable efforts must and will be made to promptly bring employees back to work in some capacity following work related injuries.

If an employee, under the above circumstances, is released by the attending physician to return to work only in a limited capacity, careful consideration must be given to the nature of the employee’s restrictions and how they relate to any available work assignments.

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**RETURN TO WORK POLICY (continued)**

Restricted duty assignments, typically, will be limited to those employees who: (1) have sustained an injury in the normal course of performing duties for the Company; (2) are eligible to receive any applicable benefits as a result of same; and (3) have obtained a release from the attending physician to return to work.

Every effort will be extended so that restricted duty assignments, including compensation for such, are commensurate with an employee’s previous status. However, employees must be of the understanding that all restricted duty assignments are temporary in nature; thus, may or may not be in their normal work area nor typical of the type of work they might perform in the absence of any restrictions. While performing restricted duty assignments, employees will be paid at the higher of their normal rate of pay before injury and the rate of pay of the job they are performing under this restricted duty program. An employee’s length of service will be considered uninterrupted during time spent performing restricted duty assignments. Similarly, vacation and/or other such company sponsored paid time off will still be considered to accrue under such circumstance.

An employee’s restricted duty assignment will end upon his/her release to return to unrestricted duty. Likewise, an employee’s restricted duty assignment may end if such an assignment, in the Company’s judgment, is no longer considered to be necessary or of particular value to the operation of its business or otherwise is considered to have reached its completion.

PROCEDURES

Upon release from the attending physician to return to restricted duty following a job related injury, the employee must submit said release to the immediate management member. With consideration given to the nature of the injury and the resulting restrictions thereof, an appropriate restricted duty assignment will be contemplated. Upon availability, a restricted duty assignment will be made after having given all due consideration to the above as well as to the requirements so indicated in the applicable job description. This procedure will be employed to ensure to the highest degree possible that aggravation of the injury will be avoided during the performance of the restricted duty assignment. Additionally, if applicable, accommodations such as periodic rest or limitations relative to standing, bending, or lifting during the performance of restricted duty assignments will be made. Written confirmation of restricted duty assignments will be provided for all such affected employees.

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**RETURN TO WORK POLICY (continued)**

RETURN TO UNRESTRICTED DUTY

Employees are to submit to the immediate management member their release by the attending physician to return to unrestricted duty as soon as it is obtained. Due to the Company’s operating requirements and for other such legitimate business reasons, employees, upon release to

unrestricted duty, are not and cannot be guaranteed reinstatement to their former or any other job with the Company. However, if possible, employees will be considered for reinstatement in accordance with the following prioritization:

1. The employee is placed in his/her former job, if available, at that job’s presently prevailing rate of pay; or
2. The employee is placed in a job comparable to his/her former one, if available and deemed

qualified, at that job’s presently prevailing rate of pay; or

1. The employee is placed in a job of lower grade that that of his/her former, if available and deemed qualified, at that job’s presently prevailing rate of pay; or
2. Resultant from the absence of an available job for which the employee is deemed qualified or upon refusal by the employee to accept a job so offered upon his/her release to return to unrestricted duty, the employee will be terminated from the employ of the Company.

**FAMILY AND MEDICAL LEAVE**

GENERAL PROVISIONS

In accordance with the Family and Medical Leave Act, Rudy's will grant job-protected unpaid family and medical leave to eligible employees for up to 12 weeks per 12-month period for any one or more of the following reasons:

A. In order to care for a child following the child's birth, adoption, or placement in foster care

with the employee;

1. Leave must be taken within the 12-month period following the child's birth or placement

with the employee;

1. If married spouses both work for Rudy's, their total leave in any 12-month period may

be limited to an aggregate of 12 weeks if the leave is taken for the birth or placement of a

child.

B. In order to care for an immediate family member (spouse, child, or parent) of the employee

if such immediate family member has a serious health condition;

C. The employee's own serious health condition that makes the employee unable to perform

the functions of his/her position; or

1. The employee must attend to a qualifying exigency arising out of the fact that the employee’s spouse, child, or parent is on covered active duty or has been notified of an impending call or order to covered active duty in the Armed Forces.

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**FAMILY AND MEDICAL LEAVE (continued)**

SERVICE MEMBER FAMILY LEAVE

Eligible employees who are the spouse, child, parent, or next of kin of a covered service member are entitled to up to 14 weeks of additional leave during a single 12-month service member period (for a total of 26 weeks if combined with other FMLA leave), to care for such covered service member who incurred a serious injury or illness in the line of active duty in the Armed Forces. Available leave not taken during the 12-month service member period, which begins on the first day leave is taken, will be forfeited. No more than 26 weeks of leave may be taken in a single 12-month service member period, and no additional extended leaves may be taken in other years for the same injury or illness. If married spouses both work for Rudy’s, their total service member family leave may be limited to an aggregate of 26 weeks.

DEFINITIONS

A. "12-Month Period" means a rolling 12-month period measured backward from the date leave

is taken.

B. “12-Month Service Member Period” means a single 12-month period measured forward from

the first day service member family leave is taken.

C. "Child" means a child either under 18 years of age, or older than 18 who is incapable of self-

care because of a disability, for whom the employee has actual day-to-day responsibility for

care, including a biological, adopted, foster or step-child. For purposes of a son or daughter on

covered active duty or call to covered active duty, or for service member family leave, the

child may be of any age.

D. “Parent” means a biological parent of an employee or an individual who stood in place of a

parent to an employee when the employee was a child.

E. “Next of Kin” means the nearest blood relative of a covered service member.

F. “Covered Active Duty” means: 1) in the case of a member of a regular component of the

Armed Forces, duty during the deployment 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 with the Armed Forces to a foreign country where they may become involved in

military actions, operations, or hostilities against an enemy of the United States or against an

opposing military force.

G. “Covered Service Member” means: 1) a member of the Armed Forces (including a member of

the National Guard or Reserves) who is undergoing recuperation for a serious injury or

illness; or, 2) a veteran who is undergoing recuperation for a serious injury or illness and who

was a member of the Armed Forces (including a member of the National Guard or Reserves)

at any time during the preceding period of five years.

H. “Veteran” means a person who served in the active military, naval, or air service, and who

was discharged or released under conditions that were not dishonorable.

I. “Serious Injury or Illness” means an injury or illness that was incurred by a member or veteran

of the Armed Forces in the line of duty while on active duty (or existed before the beginning

of the member's active duty and was aggravated by service in the line of duty) and, in the case

of a member, renders the member medically unfit to perform his or her duties, or in the case

of a veteran, manifested itself before or after becoming a veteran.

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**FAMILY AND MEDICAL LEAVE (continued)**

J. “Qualifying Exigency” includes: 1) notification of a call to covered active duty seven or fewer

days from date of deployment; 2) military events and related activities, including post-

deployment activities (e.g. official ceremonies, support programs, counseling, etc. related to

covered active duty or a call to such); 3) attending to childcare and school activities; 4)

attending to financial and legal matters; 5) to spend up to five days with a military member

who is on short-term, temporary rest and recuperation leave during the period of deployment;

and, 6) any additional activities related to the call to covered active duty otherwise agreed to

by the employer and employee.

K. (a.) For purposes of this policy, *serious health condition* entitling an employee to FMLA leave

means an illness, injury, impairment or physical or mental condition that involves inpatient

care as defined in § 825.114 or continuing treatment by a health care provider as defined in

§ 825.115.

(b) The term *incapacity* means inability to work, attend school or perform other regular daily

activities due to the serious health condition, treatment therefore, or recovery therefrom.

(c) The term treatment includes (but is not limited to) examinations to determine if a serious

health condition exists and evaluations of the condition. Treatment does not include routine

physical examinations, eye examinations, or dental examinations. A regimen of continuing

treatment includes, for example, a course of prescription medication ( *e.g.,* an antibiotic) or

therapy requiring special equipment to resolve or alleviate the health condition ( *e.g.,* oxygen).

A regimen of continuing treatment that includes the taking of over-the-counter medications

such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other

similar activities that can be initiated without a visit to a health care provider, is not, by itself,

sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.

(d) Conditions for which cosmetic treatments are administered (such as most treatments for

acne or plastic surgery) are not serious health conditions unless inpatient hospital care is

required or unless complications develop. Ordinarily, unless complications arise, the

common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine,

routine dental or orthodontia problems, periodontal disease, *etc.,* are examples of conditions

that do not meet the definition of a serious health condition and do not qualify for FMLA

leave. Restorative dental or plastic surgery after an injury or removal of cancerous growths are

serious health conditions provided all the other conditions of this regulation are met. Mental

illness or allergies may be serious health conditions, but only if all the conditions of this

section are met.

COVERAGE AND ELIGIBILITY

To be eligible for family/medical leave an employee must have worked for Rudy’s for at least 12 months total and have worked at least 1250 hours over the previous 12-month period.

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**FAMILY AND MEDICAL LEAVE (continued)**

INTERMITTENT OR REDUCE LEAVE

An employee may take leave intermittently (a few days or a few hours at a time) or on a reduced leave schedule. The employee may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates recurring periods of leave. An employee may not take intermittent leave following the birth or placement of a child except at the discretion of Rudy’s.

USE OF PAID LEAVE

An employee will be required to use all accrued and available paid time off for any part of a family/medical leave. When an employee has used all of his/her accrued paid leave, the employee may request an additional period of unpaid leave so that the total paid and unpaid leave provided equals 12 weeks (or 26 weeks if combined with service member family leave time).

EMPLOYEE NOTICE REQUIREMENT

1. An employee must give 30 days’ notice in the event of a foreseeable leave. A "Request for Family/Medical Leave" form should be completed by the employee and returned to Rudy’s. In unexpected or unforeseeable situations, an employee should provide as much notice as is practicable, followed by the completed form. The notice must indicate that (1) the employee is unable to perform the functions of the job or that a covered family member is unable to participate in regular daily activities; (2) the anticipated duration of the absence; and (3) whether the employee intends to visit a health care provider or is receiving continuing treatment.
2. If an employee fails to give 30 days’ notice of foreseeable leave with no reasonable excuse, leave may be denied until 30 days after the employee provides notice.
3. When planning medical treatment, an employee must make a reasonable effort to schedule the leave so as not to unduly disrupt Rudy’s operations.
4. In the event of leave to attend to a qualifying exigency, the employee shall provide as much notice as is reasonable and practical under the circumstances.

EMPLOYER NOTICE REQUIREMENT

A. Notice of Eligibility Rights: Within five days after the employee requests leave or after Rudy’s learns the leave may be for an FMLA-qualifying reason, Rudy’s will provide written notice stating whether the employee is eligible for FMLA leave, and if not eligible, at least one reason why.

B. Notice of Designation of Leave: Within five days after the employee requests or Rudy’s learns of the need for FMLA leave, Rudy’s will provide a written notice stating whether leave is available, how much leave has been designated as FMLA leave, and how much leave remains. For a leave of unspecified duration, Rudy’s will update the notification every 30 days as to how much leave was designated FMLA and how much leave remains. If any part of the requested leave is not designated as FMLA leave, Rudy’s will provide written notice of and reason for denial.

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**FAMILY AND MEDICAL LEAVE (continued)**

MEDICAL AND MILITARY CERTIFICATION

A. Certification of Serious Health Condition: For leaves taken because of the employee's or a covered family member's serious health condition, the employee, upon request, must submit a completed "Health Care Provider Certification" form and return the certification to Rudy’s. Medical certification must be provided by the employee within 15 days after requested. If the employee fails to provide adequate certification within this time period, then Rudy’s will inform the employee, in writing, what additional information is necessary and will allow the employee at least seven days to correct the certification. Rudy’s may delay leave until such certification is produced. In the case of medical emergency, the employee must submit certification as soon as is reasonably possible.

B. Rudy’s May Require Second Opinion: Rudy’s may require a second or third opinion (at its own expense), periodic reports on status and intent to return to work, and a fitness-for-duty report to return to work.

C. Certification Related to Covered Active Duty or Call to Covered Active Duty: The employee requesting leave related to a family member’s covered active duty or call to covered active duty shall provide supporting documentation of such status issued by the applicable Armed Services branch.

D. Certification for Extended Service Member Family Leave: Employees requesting extended service member family leave must provide documentation of the injury, recovery or need for care, such as an official Armed Forces communication, showing that the injury or illness was incurred on active duty and, in the case of a member, renders the member medically unfit to perform military duties, or in the case of a veteran that the veteran was a member of the Armed Forces within the preceding five years.

E. Confidentiality of Medical Records: Documentation related to the employee's or family member's medical condition will be held in strict confidence and maintained in the employee's medical records file.

EFFECT ON BENEFITS

A. An employee granted a leave under this policy will continue to be covered under Rudy’s group health insurance plan with the same conditions as if the employee had been continuously employed during the leave period.

B. Employee contributions will be required either through payroll deduction or by direct payment to Rudy’s. The employee will be advised in writing at the beginning of the leave period as to the amount and method of payment. Employee contribution amounts are subject to any change in rates that occurs while the employee is on leave.

C. If an employee's contribution is more than 30 days late, Rudy’s may terminate the employee's insurance coverage.

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**FAMILY AND MEDICAL LEAVE (continued)**

D. If Rudy’s pays the employee contributions missed by the employee while on leave, the employee will be required to reimburse Rudy’s (on a payroll deduction schedule) upon return from leave. The employee will be required to sign a written statement at the beginning of the leave period authorizing the payroll deduction for delinquent payments.

E. If the employee fails to return from unpaid leave for reasons other than (1) the continuation of a serious health condition of the employee or a covered family member or (2) circumstances beyond the employee's control (certification required within 30 days of failure to return for either reason), Rudy’s may seek reimbursement from the employee for the portion of the premiums paid by Rudy’s on behalf of that employee (employer contribution) during the period of leave.

F. An employee is not entitled to seniority or benefit accrual during periods of unpaid leave, but will not lose benefits already accrued prior to the start of the leave. Paid time off does not accrue while on unpaid leave.

JOB PROTECTION

A. If the employee returns to work within 12 weeks following a family/medical leave (or 26 weeks if combined with service member family leave), he/she will be reinstated to his/her former position or an equivalent position in terms of pay, benefits, status, and authority.

B. The employee's restoration rights are the same as they would have been had the employee not been on leave. If the position would have been eliminated or the employee would have been terminated but for the leave, the employee does not have the right to reinstatement upon return from leave.

C. If the employee fails to return to work by the previously agreed upon date, in absence of further communication, he/she will be considered to have abandoned the job.

ESSENTIAL EMPLOYEE

A An “essential employee” is a salaried FMLA-eligible employee who is among the highest paid 10 percent of all the employees employed by the employer within 75 miles of the employee's worksite.

B. The term “salaried” means “paid on a salary basis,” as defined in 29 CFR [541.602](http://www.law.cornell.edu/cfr/text/29/541.602). This is the Department of Labor regulation defining employees who may qualify as exempt from the minimum wage and overtime requirements of the FLSA as executive, administrative, professional, and computer employees.

C. An “essential employee” must be “among the highest paid 10 percent” of all the employees—both salaried and non-salaried, eligible and ineligible—who are employed by the employer within 75 miles of the worksite.

**(1)** In determining which employees are among the highest paid 10 percent, year-to-date earnings are divided by weeks worked by the employee (including weeks in which paid leave was taken). Earnings include wages, premium pay, incentive pay, and non-discretionary and discretionary bonuses. Earnings do not include incentives whose value is determined at some future date, *e.g.*, stock options, or benefits or perquisites.

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**FAMILY AND MEDICAL LEAVE (continued)**

**(2)** The determination of whether a salaried employee is among the highest paid 10 percent shall be made at the time the employee gives notice of the need for leave. No more than 10 percent of the employer's employees within 75 miles of the worksite may be “essential employees.”

UNLAWFUL ACTIONS AND ENFORCEMENT OF FMLA RIGHTS

It is unlawful for Rudy’s to interfere with, restrain, or deny the exercise of FMLA rights, or to discharge or discriminate against anyone for opposing such unlawful practices or for participating in a proceeding relating to FMLA. An employee may file a complaint with the U.S. Department of Labor's Wage and Hour Division or may bring a private lawsuit against an employer for violating his/her rights under the FMLA.

# PERSONAL CONDUCT

The Company expects that all of its employees will conduct themselves in a professional manner befitting its image. Employees must use and display good judgment and discretion in the performance of their duties being ever mindful that the organization’s reputation is constantly at stake. The highest standards of ethical behavior and conduct must always be exhibited. Similarly, employees must avoid any and all situations during the course of their employment that might conflict with the interests of the Company. No offensive language is permitted. Personal conversations are not allowed within hearing range of customers. No sitting with the customer while on duty. Television channel and volume controls are to be controlled by the manager on duty. Money/Tips will not be discussed or counted in front of guests. Checkouts must be performed in the store’s designated area.

**CONFIDENTIALITY**

Menne Labs Restaurant Group is engaged in an industry which requires that a strict code of confidentiality concerning certain intellectual and/or proprietary information be maintained. As such, no employee of the Company is permitted to store information outside of the Company’s premises either in written or electronic form regarding any matter pertaining to the conduct of the Company’s business or to share such information with anyone outside of the Company.

As a condition of your employment, you will be asked to maintain confidentiality regarding the operations of our company and restaurant concepts. You will be exposed to a wealth of information that should never be discussed with anyone outside of Menne Labs Restaurant Group, Inc. Visitors and guests are welcome however care should be taken to ensure confidential information is not in direct view. All aspects of your daily activities, use of Menne Labs Restaurant Group, Inc. property, financial integrity, relations with customers/guests, employees and vendors and general conduct should be aligned with the goals and values we have set forth in this Employee Handbook.

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**CONFIDENTIALITY (continued)**

As a condition of your employment, you will be asked to maintain confidentiality regarding the operations of our company and restaurant concepts. You will be exposed to a wealth of information that should never be discussed with anyone outside of Menne Labs Restaurant Group, Inc. Visitors and guests are welcome however care should be taken to ensure confidential information is not in direct view. All aspects of your daily activities, use of Menne Labs Restaurant Group, Inc. property, financial integrity, relations with customers/guests, employees and vendors and general conduct should be aligned with the goals and values we have set forth in this Employee Handbook.

Specifically, confidentiality is to be maintained regarding the items listed below:

* Any data used for compiling the statistics contained within our financial statements or the financial statements themselves. Refer all questions concerning the financial performance of the Company and/or our restaurant concepts to the Director of Finance.
* Food preparation techniques or equipment used.
* Business strategies of our Company and/or our restaurant concepts.
* Products purchased (price, type, amount or purveyor).
* Administrative forms or data contained in them.
* Information concerning restaurant concept designs or expansion plans.
* Sales, costs, or any other financial projections.
* Information regarding point-of-purchase software, labor-scheduling software, or any other software utilized by the Company.
* Any other information that may be of potential value to anyone outside of Menne Labs Restaurant Group, Inc. If someone requests information and an employee is unsure about the appropriateness of releasing the information, the employee’s supervisor should be notified. All employees’ cooperation, regardless of status, is mandatory in this matter.

**COMPANY COMPUTERS, CAMERA/VIDEO, E-MAIL, AND VOICE MAIL**

Menne Labs Restaurant Group computers, cameras/videos and telephone systems are intended solely for the Company’s business. All information on or in Company computers is the sole and exclusive property of Menne Labs Restaurant Group and must be treated as confidential. This includes video captured by the Company cameras. Additionally, neither employees nor people outside of the company, are not permitted to use their personal cell phones to record any incidents, procedures or captured video from the Company cameras for any reason. Such information may not be disclosed or otherwise divulged to any person outside the Company or removed from the premises without the express written permission of the President of the Company.

Menne Labs Restaurant Group may access any data at any time on or in Company computers and other systems even where individual passwords have been issued to employees.

Employees are not permitted to use either the Company’s e-mail or voice mail systems for sending or receiving personal messages, nor retain or re-send unsolicited non-business related material such as jokes, pictures, etc. Violation of this policy will result in the appropriate corrective action up to and including discharge.

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**USE OF TOBACCO**

Menne Labs Restaurant Group is committed to the philosophy of good health and dedicated to providing a healthful, safe, and comfortable work environment for all employees and those who visit our restaurants. In keeping with this philosophy, the use of any tobacco product is prohibited in all areas of the store. This is a **non-smoking** work environment and therefore includes electronic cigarettes as well. Employees are not permitted to smoke before, during, or after their shift while on the property. This includes in the store, back dock, and parking lot.

## SECURITY

# The safety and security of employees is of major importance to Menne Labs Restaurant Group. Certain employees are issued keys to the office and are expected to maintain security by locking the office when departing at lunch, end of the day, etc. Keys should not be replicated without the prior approval of management. Employees should inform management of any malfunctioning equipment or circumstances posing a threat to safety and/or security. Along these same lines, the following safety and security precautions must be followed:

1. Never walk to your car alone!
2. The back door/back gate of the restaurant must remain closed and locked at all times. Do not open the back door/back gate for any person that you do not know. Do not prop the back door/back gate open at any time.
3. Always report suspicious people to a manager.
4. Never give employee phone numbers to anyone other than employees.
5. Never give information regarding manager or employee schedules.
6. If there is a back gate, always help to make sure that it stays padlocked.
7. Entering and exiting the restaurant:
   1. Before opening: back door
   2. During operations: Front door
   3. After closing: front door in pairs

### PERSONAL APPEARANCE

Whatever your position with Rudy’s, you must dress appropriately for your position. All restaurant employees should report to work in uniform and in a neat, freshly groomed manner. Dress, grooming and personal cleanliness affects the business image presented to guests as well as other employees. Employees are expected to take pride in their personal appearance. The manager on duty reserves the right to send anyone who is not in the correct employee uniform home to change into the appropriate attire. An employee who is sent home for not following the dress and personal appearance guidelines will not be compensated for time spent away from work. If you are not in uniform, you will not be allowed to work. Refer to the uniform guidelines issued to you for your particular position. Unauthorized buttons or pins may not be worn on the uniform. Your shirt must be pressed and remain tucked in at all times while you are in the restaurant and in uniform. A clean apron is part of your uniform.

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### PERSONAL APPEARANCE (continued)

Hair must be clean, neatly styled, and must be of conservative color. All employees with shoulder length hair or longer must have their hair pulled back. Hair restraints must be neat, conservative and in good condition. Kitchen employees must wear a hat and should have their hair tucked up under their hat at all times. Men must be clean-shaven. Beards and mustaches (if worn) must be neatly trimmed. Fingernails must be kept clean and neat. Fingernail length should not interfere with job duties. Fingernail polish is acceptable but should be of a conservative color.

Front of house employees may wear jewelry as long as it is conservative and professional. The following guidelines apply (Certain provisions may vary from one restaurant concept to another):

* Earrings cannot be longer than 1½ inches.
* No ear gauges of any type or size may be worn
* Excessive piercings are not allowed.
* Excessive jewelry, including oversized rings, medallions, etc. may not be worn.
* Necklaces must be tucked under the shirt.

For safety and health purposes, kitchen employees may NOT wear any jewelry. Clothing must conceal body piercings. Do not wear excessive body cologne or perfume. Employees must not wear or carry aprons into the restrooms. Please take them off and leave them in the kitchen or designated area for sanitation purposes. Please take them off and leave them in the kitchen or in the designated area for sanitation purposes. Chewing gum is not allowed by anyone at anytime while at work.

##### CERTIFICATE REQUIREMENTS

Each employee (where required by ordinance) must have valid certificates/licenses in order to serve food/alcohol. These must be obtained prior to the start of training.

**TIP POLICY**

Rudy’s offers tip sharing for all hourly employees except those in a supervisory position. Therefore, the positions that receive tip share include cooks, cutters, cashiers, and floor employees. Key Employees in Training are also eligible; however Key Employees are not included in tip share. They are compensated differently through their hourly rate.

The tip share includes all tips, cash and credit card, given by guests. All cash tips, received by cashiers, are placed in a tip jar located on the line. At the end of each shift, the manager will count the cash tips, enter the total amount into the register, using the “Cash Tip Collection” button and place the money in the Cashier’s drawer of that register. The cash tips will then be deposited by the Cashier into the safe, as part of their cash owed during the checkout process. The credit card tips are calculated through the register, as chosen by the guest at the time of the transaction.

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**TIP POLICY (continued)**

The register imports the cash and credit card tip amounts to Data Central (back-office computer) overnight. The next morning, the opening manager calculated the tip share by taking the total tip amount and subtracting the Door Dash delivery driver tips. They then enter the new calculated total for Tip Share into the tip distribution journal. Data Central then calculates and distributes the amounts owed to each employee based on the hours worked for the previous day. This distribution list is then reviewed and sent electronically to the payroll system. The tip share is then paid out to the employees as part of their bi-weekly paycheck, per pay period.

**Leased Employees:** Leased Employees are those employees hired through an employment agency. Since the agency pays the leased employee based on their time sheets provided, the total tip share amount due to each leased employee is included on their time sheet. The agency is responsible for including this tip share on the leased employee’s paycheck.

# NON-UNION STATUS

No union represents the employees of Menne Labs Restaurant Group, Inc., and it is the desire of the Company to maintain this non-union status. Menne Labs Restaurant Group, Inc. prefers to deal with its employees directly rather than through a third party. We believe that management and employees can work together as a team to ensure that the Company remains a positive place to work. Menne Labs Restaurant Group believes a union would not be advantageous to anyone in our organization. We

recognize that difficulties can arise from time to time in any employer-employee relationship but we feel that employers and employees can solve such problems without the intervention of outsiders. The Company believes that it has the policies, practices, and attitudes necessary to resolve problems, and encourage employees to bring their problems to the attention of management. Menne Labs Restaurant Group recognizes employees as individuals possessing the ability and the right to communicate directly with management on any matter that may concern them.

**WORKPLACE VIOLENCE**

It is our goal to provide a safe and secure environment for our employees, guests and all others who visit Rudy’s. To that end, we have a policy of zero tolerance for workplace violence and therefore prohibit the possession or use of weapons by employees on the company premises. **A license to carry on the premise does not supersede company policy**.

Workplace violence is defined as any hostile or harmful behavior that occurs on company premises or arises out of company business that directly and personally threatens an employee or other person with harm, physical attack, unwanted or hostile personal contact or malicious damage to property.

Examples of workplace violence include, but are not limited to, harassment, stalking, intimidation, verbal threats of harm or abusive verbal outbursts, assaults, bringing an unauthorized weapon on company premises, or other similar actions. Workplace violence also includes oral or written threats. **Employees are required to immediately report any of the above to a manager.**

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**WORKPLACE VIOLENCE (continued)**

Examples of unauthorized weapons include firearms, explosives, knives and other weapons that might be considered dangerous or that could cause harm. Employees are responsible for making sure that any item possessed by the employee is not prohibited by this policy.

If you believe that you have been subjected to or witnessed workplace violence:

1. Get out of harm’s way.

2. Immediately report the incident or threat to a manager.

3. If the situation warrants, contact the police by dialing 9-1-1.

The Company will investigate all reports of workplace violence, and any employee found to be in violation of this policy will be subject to the appropriate corrective action up to, and including, discharge.

**SEPARATION OF EMPLOYMENT**

If you decide to resign, you are expected to give your manager at least two (2) weeks notice. The resignation should be in writing stating the reason(s) for leaving. If appropriate, an exit interview will be conducted. Your final pay will be issued at the normal time according to the pay period.

If an employee involuntarily terminates employment with the Company, his/her final pay will be issued no later than six (6) days after termination.

At the time of any separation of employment, all equipment issued to you as well as any other Company property in your possession must be returned. If all such equipment/Company property is not returned prior to receiving your final pay, you will be asked to authorize the Company to deduct from your final pay the necessary amount to satisfy your monetary obligation and you will be deemed to have purchased said property. Any outstanding debt you may owe to the Company must be satisfied at the time of separation of employment. Your final pay may be used for this purpose as well.

**CONCLUSION**

The Company’s employment policies as well as wage and benefit programs are reviewed on an on-going basis. The provisions in this booklet are not contractual, but are statements of the current, general policies and procedures of the Company and are subject to exceptions and changes as particular circumstances require. Periodic revisions of this handbook may be made. The working procedures, policies, and employee benefits described are subject to unilateral change at the discretion of the Company, but will remain in effect until such changes become necessary and/or appropriate. In certain specific cases, exceptions may be made upon unusual circumstances.

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**MENNE LABS RESTAURANT GROUP**

**RECEIPT FOR EMPLOYEE HANDBOOK**

This employee handbook is not a contract.

The working procedures, policies, and employee benefits described are subject to periodic change, but will remain in effect until such time as changes become necessary or appropriate. In certain specific cases, exceptions may be made based upon unusual circumstances.

I acknowledge receipt of this *Employee Handbook*. I understand that I am responsible for reading this booklet in its entirety and being familiar with its content. I agree to accept and abide by the Company policies and rules and regulations as an employee of Menne Labs Restaurant Group.

EMPLOYEE SIGNATURE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE:\_\_\_\_-\_\_\_\_-\_\_\_\_

PRINTED NAME OF EMPLOYEE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONCEPT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CITY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_