

CraftWorks  
RESTAURANTS & BREWERIES, INC.

# TEAM MEMBER HANDBOOK

A1A · BIG RIVER · BLUEWATER  
CHOPHOUSE · GORDON BIERSCHE  
OLD CHICAGO · RAGTIME TAVERN  
ROCK BOTTOM · SEVEN BRIDGES  
WALNUT BREWERY



# TABLE OF CONTENTS .....

**INTRODUCTION ..... 9**

At-Will Employment ..... 9

Equal Employment Opportunity ..... 9

**OUR WORK ENVIRONMENT ..... 10**

DISCRIMINATION / HARASSMENT ..... 10

Sexual Harassment ..... 10

Complaint Procedure ..... 11

Retaliation ..... 11

ACCOMMODATIONS IN THE WORK ENVIRONMENT ..... 11

Disability ..... 11

Religion ..... 12

VIOLENCE IN THE WORKPLACE ..... 13

ETHICS ..... 14

CONFIDENTIAL INFORMATION ..... 14

**YOUR JOB AT CRAFTWORKS ..... 14**

EMPLOYMENT ELIGIBILITY AND DOCUMENTATION ..... 14

Form I-9, Employment Eligibility Verification ..... 14

E-Verify ..... 15

Falsification of Documents ..... 15

DUAL EMPLOYMENT ..... 15

ELECTRONICS COMMUNICATION POLICY ..... 16

PAYMENT CARD INFORMATION DATA SECURITY STANDARD ... 17

PCI Compliance Statement ..... 18

CASH / CREDIT CARD HANDLING ..... 18

SOCIAL MEDIA POLICY ..... 18

Company Internet Sites ..... 20

STATEMENTS TO MEDIA ..... 21

FRATERNIZATION POLICY ..... 21

WORKPLACE INJURY OR ILLNESS ..... 22

SAFETY & SECURITY .....	22
RESPONSIBLE ALCOHOL SERVICE .....	22
ServSafe Alcohol.....	23
BARS Program .....	23
Local/State Sting Operation.....	23
DRUGS & ALCOHOL .....	24
SMOKING.....	24
TEAM MEMBER MEALS & QAP CARD PRIVILEGES .....	25
Hourly Team Members .....	25
Salaried Team Members .....	25
DINING ETIQUETTE.....	26
EMPLOYMENT & INCOME VERIFICATION .....	26
EMPLOYMENT OF RELATIVES.....	27
HIRING OF MINORS.....	27
INSPECTION.....	27
PERSONNEL RECORDS .....	28
SCHEDULING.....	28
SURVEILLANCE.....	28
SECRET SHOPPER PROGRAM.....	29
TELEPHONE USAGE.....	29
UNIFORM & APPEARANCE STANDARDS.....	29
<b>GETTING PAID .....</b>	<b>29</b>
EMPLOYEE SELF SERVICE PORTAL .....	29
WORK WEEK & PAY PERIOD.....	30
HOW WE GET PAID .....	30
Direct Deposit.....	30
Aline Visa Debit Pay Card.....	30
PAYROLL DEDUCTIONS .....	31
IMPROPER DEDUCTIONS AND/OR CALCULATIONS.....	31
FRAUD PREVENTION .....	31
W2 ANNUAL STATEMENTS.....	32

CHANGES IN PERSONAL INFORMATION.....	32
WHO TO CONTACT .....	32
COMPENSATION .....	32
TIPPING POLICY .....	32
Service Charges .....	33
Tip Credit.....	33
Recommended Tip Out .....	34
CLASSIFICATIONS OF EMPLOYMENT .....	34
OVERTIME.....	35
RECORDING WORK HOURS .....	35
MEAL & REST PERIODS .....	36
<b>TIME OFF POLICIES .....</b>	<b>36</b>
PERSONAL LEAVE OF ABSENCE .....	36
Eligibility .....	37
Notification Requirements .....	37
Continuation of Insurance Benefits .....	37
MEDICAL LEAVE OF ABSENCE FOR HOURLY TEAM MEMBERS (NON-FMLA).....	37
Eligibility .....	37
Notification Requirements .....	37
Continuation of Insurance Benefits .....	37
Reinstatement .....	38
FAMILY & MEDICAL LEAVE (FMLA) .....	38
Eligibility Requirements .....	39
Use of Leave.....	39
Team Member Responsibilities.....	39
Definition of Serious Health Condition.....	40
Military Family Leave Terms .....	40
Exceptions.....	40
Compensation for FMLA Leave.....	41
Continuation of Benefits .....	41

Return to Work.....	41
Job Security .....	41
GENETIC INFORMATION NONDISCRIMINATION ACT (GINA) .....	42
ADDITIONAL LEAVE PROVIDED UNDER STATE LAWS .....	42
PARENTAL LEAVE.....	42
MILITARY LEAVE.....	42
Eligibility .....	42
Notification Requirements .....	43
Reinstatement .....	43
Continuation of Insurance Benefits .....	43
HOLIDAYS .....	44
PERSONAL TIME OFF (PTO) .....	44
Eligibility .....	44
General Policy.....	45
VOLUNTEER TIME OFF (VTO).....	45
VACATION.....	45
General Policy.....	45
Newly Promoted.....	46
Vacation Payout Policy .....	46
STATE SPECIFIC LEAVE.....	46
VOTING.....	46
JURY / WITNESS DUTY .....	47
BEREAVEMENT .....	47
<b>BENEFITS.....</b>	<b>47</b>
INSURANCE BENEFITS .....	47
Full Time Medical/Vision Insurance Plan.....	48
Dental Insurance Plan.....	48
Flexible Spending Account .....	48
401k Retirement Plan.....	49
Employee Assistance Program (EAP).....	49
ADDITIONAL BENEFITS.....	49
Basic Life Insurance.....	49

Short-Term Disability (STD) Plan .....	49
Long-Term Disability (LTD) Plan .....	49
Supplemental Life Insurance .....	49
Voluntary Accidental Death and Dismemberment Insurance ....	49
Critical Care/Cancer/Supplemental Disability .....	49
STATUS CHANGES .....	50
OPEN ENROLLMENT .....	50
REINSTATEMENT OF COVERAGE .....	50
LOSS OF COVERAGE DUE TO LACK OF HOURS .....	50
COBRA .....	51
CHANGES IN BENEFICIARY INFORMATION .....	51
WORKERS COMPENSATION, UNEMPLOYMENT AND SOCIAL SECURITY .....	51
<b>PERFORMANCE MANAGEMENT .....</b>	<b>51</b>
INTRODUCTORY PERIOD .....	51
ATTENDANCE .....	51
VOLUNTARY RESIGNATION/JOB ABANDONMENT .....	52
REHIRE POLICY .....	52
PERSONAL CODE OF CONDUCT .....	53
PERFORMANCE IMPROVEMENT / PROGRESSIVE DISCIPLINE POLICY .....	55
PERFORMANCE EVALUATION .....	56
<b>COMMUNICATION .....</b>	<b>56</b>
OPEN DOOR POLICY .....	56
REPORTING CONCERNS OR COMPLAINTS .....	56
ARBITRATION .....	57
Scope .....	57
Rules .....	58
Costs .....	58
No Class Claims .....	58
Arbitrability .....	58

## **INTRODUCTION**

**WE BELIEVE THAT YOUR EMPLOYMENT WITH CRAFTWORKS RESTAURANTS & BREWERIES GROUP, INC. WILL BE ONE OF MUTUAL SATISFACTION THAT WILL BENEFIT YOU AND THE COMPANY. HOWEVER, NOTHING CONTAINED IN THIS HANDBOOK SHOULD BE CONSIDERED A CONTRACT OF EMPLOYMENT OR CONSTITUTE A GUARANTEE THAT YOUR EMPLOYMENT WILL CONTINUE FOR ANY SPECIFIED PERIOD OF TIME. THIS TEAM MEMBER HANDBOOK IS YOUR SOURCE FOR MOST OF OUR KEY POLICIES AND PROCEDURES. ITS PURPOSE IS TO FAMILIARIZE YOU WITH OUR EXPECTATIONS AND HOW YOU CAN BE MOST SUCCESSFUL WORKING AT CRAFTWORKS. THIS VERSION OF THE TEAM MEMBER HANDBOOK SUPERSEDES AND REPLACES ANY PRIOR HANDBOOK BY THE COMPANY AND ANY AMENDMENTS THE SAME.**



### ***At-Will Employment***

CraftWorks Restaurants & Breweries Group, Inc. and its team members have an “At-Will” employment relationship, terminable by either party at any time for any reason, with or without notice or cause. A Team Member’s At-Will status can be altered only by a written employment contract, executed by the Company’s Chief Executive Officer.

The Company reserves the right, at any time, to create, amend, supplement, modify, or rescind, in whole or in part, any policy, procedure, benefit, or provision of this Handbook. Some policies and procedures are defined in greater detail and are specific to store locations, allowing compliance with Federal, State and Local laws.

Since you are hired At-Will, the Company is free to change your working conditions according to business needs and at its discretion. Additionally, the terms and conditions of employment, including compensation, benefits and privileges, can be changed or terminated without any reason and without notice at the Company’s discretion.

### ***Equal Employment Opportunity***

The Company provides equal employment opportunities to all team members and applicants for employment without regard to race, color, religion, sex, national origin, ancestry, citizenship, age, pregnancy, physical or mental disability, genetic information, veteran or military status, or any other legally protected status under State, Local or Federal law. Unlawful harassment, discrimination and/or retaliation related to any protected status listed in this policy are prohibited (see Discrimination/Harassment Policy). Our policy of equal employment opportunity extends to every phase of the employment relationship.

If you have any questions about this Handbook, please contact your Manager or the Human Resources Department.

# OUR WORK ENVIRONMENT

## DISCRIMINATION / HARASSMENT

The Company is committed to providing a work environment free of discrimination and/or harassment. We prohibit discrimination/harassment in the workplace, whether committed by or against managers, coworkers, guests or vendors. We want you to work in an environment that is respectful and productive.

Workplace discrimination or harassment based on a team member's race, color, religion, sex, national origin, citizenship, age, disability, marital status, veteran status or any other basis prohibited by law, will not be tolerated. No team member is exempt from this policy. Any claims of discrimination or harassment will be investigated promptly and appropriate disciplinary action will be taken to eliminate any inappropriate behavior.

Creating a discrimination/harassment-free work environment is every team member's responsibility. Harassment can take many forms, including but not limited to unwanted physical contact, posting offensive cartoons or pictures, using slurs or other derogatory terms, telling offensive or lewd jokes and stories or sending email or text messages with offensive content.

### ***Sexual Harassment***

Sexual harassment has been defined as unwelcome sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature that:

- *Is made either explicitly or implicitly a term or condition of employment; or*
- *Is used as the basis for employment decisions affecting such an individual; or*
- *Has the purpose or effect of substantially interfering with an individual's work performance and of creating an intimidating, hostile or offensive work environment;*

The Company prohibits inappropriate conduct that is sexual in nature at work, on company business, or at company-sponsored events including but not limited to:

- *Comments, jokes, or degrading language or behavior that is sexual in nature;*
- *Sexually suggestive objects, books, magazines, photographs, electronic communications or other material;*
- *Unwelcome sexual advances, requests for sexual favors, or any sexual touching;*

- *Offering favorable terms or conditions of employment or benefits in exchange for sexual favors or threatening or imposing less favorable terms or conditions of employment if sexual favors are refused.*

Sexual harassment is prohibited whether it is between members of the opposite sex or members of the same sex.

### ***Complaint Procedure***

If you receive a complaint or observe or believe you are a victim of discrimination, sexual harassment or any other form of harassment at work, on company business or at any company-sponsored function, you must immediately bring it to the attention of a member of management or the Human Resources Department. Any member of the management team or Company Officer, who receives a complaint about, hears of, or witnesses any inappropriate conduct is required to immediately notify their Manager or the Human Resources Department.

The Company expects team members to make a timely complaint to enable a prompt investigation and to correct any behavior that may be in violation of this policy. Complaints should be brought to the attention of the Company by any of the following means:

- *Report the complaint to your Manager or any member of the management team at your location; or*
- *Report the complaint confidentially at [www.cwtapline.com](http://www.cwtapline.com) or 1-888-856-7625.*

Team members in the State of California may contact the California Department of Fair Employment and Housing at [www.dfeh.ca.gov](http://www.dfeh.ca.gov) or call 1-800-884-1684 if your concerns are not resolved through the above complaint procedure.

### ***Retaliation***

The Company prohibits any form of retaliation against you for making a report of discrimination or harassment or participating in the investigation of a complaint of discrimination or harassment. If you believe you have been subjected to retaliation, you can use any of the resources described above to report your concerns.

## **ACCOMMODATIONS IN THE WORK ENVIRONMENT**

### ***Disability***

The Company recognizes that some individuals with disabilities may require reasonable accommodations in their work environment or need accommodations to perform the essential functions of their jobs. The Company will make every effort to participate in dialogue with the team member and take measures to accommodate a team member's

disability unless doing so would result in a direct threat, when the threat cannot be eliminated by reasonable accommodation, and/or cause an undue hardship to the Company.

Applicants requesting an accommodation who can be reasonably accommodated without creating an undue hardship or direct threat to workplace safety will be given the same consideration for employment as any other applicant.

All team members are required to comply with the Company's safety standards. Current team members who pose a direct threat to the health and/or safety of themselves or other individuals in the workplace may be placed on appropriate leave until an organizational decision has been made in regard to the team member's immediate employment situation and qualifications to do the job in question.

If you have a disability or become disabled during your employment, you can contact your Manager or the Human Resources Department to discuss reasonable accommodations and the process for obtaining such accommodations. This procedure is voluntary and confidential. All information that you provide the Company about your disability will be held in confidence and will not be disclosed to anyone without your permission, except when necessary to accommodate your disability or when required by law, legal process, and/or the safety of the workplace. The Company does not tolerate harassment, discrimination and/or retaliation against qualified individuals with disabilities in any aspect of their employment.

### ***Religion***

The Company respects the religious beliefs and practices of all team members and will make, upon request, reasonable accommodations for such observances when doing so would not create an undue hardship to the Company.

A team member whose religious beliefs or practices conflicts with his/her job, work schedule, the Company's policy or practice on dress and appearance, or with other aspects of employment and who seeks a religious accommodation must submit a written request for accommodation to his/her manager. The request should include the type of religious conflict that exists and the team member's suggested accommodation. An accommodation may be a change in job, using paid or unpaid leave, allowing an exception to the dress and appearance code which does not impact safety, uniform requirements, or any other aspects of employment.

The Company will make a determination whether a reasonable accommodation can be made without creating an undue hardship to the Company and the manager and/or Human Resources will meet

with the team member concerning the decision. The Company does not tolerate harassment, discrimination and/or retaliation related to religious beliefs and practices or any other aspect of employment.

If you believe you have been subject to harassment, discrimination and/or retaliation based on your disability or religious beliefs or practices, you can use any of the resources described above to report your concerns.

## **VIOLENCE IN THE WORKPLACE**

The Company takes a strong and unequivocal position against intimidation, threats or violence in the workplace, whether verbal or physical. Workplace violence includes any act or behavior that causes or threatens to cause harm, physical or otherwise, to another person.

Examples of workplace violence are:

- *Physical assault or threat to assault;*
- *Possessing or threatening with a weapon in the workplace;*
- *Vandalism or arson;*
- *Racial epithets or derogatory remarks associated with hate crime threats;*
- *Stalking;*
- *Comments condoning or enticing violent events or behaviors.*

We adhere to zero-tolerance of violence in the workplace. When team members demonstrate any behavior that constitutes a violation of this guideline, disciplinary action will be taken. Our zero tolerance of violence extends to persons connected with our business including guests, vendors or others who interact with our team members.

We consider the safety of our guests and team members to be of utmost importance. Team members may not, at any time while in any building owned, leased or controlled by the Company, possess or use any weapon. Weapons include, but are not limited to, guns, knives or swords with blades over four inches in length, explosives, and/or any chemical whose purpose is to cause harm to others. In addition, unless permitted by Federal or State law, team members may not use or possess any weapons in the Company parking lots. Team members with concealed weapon permits are expected to comply with State and Federal laws.

We reserve the right to conduct searches and inspections of any team member on company owned property. Any team member who refuses to submit to a search will be subject to disciplinary action up to and including termination.

We request the support and cooperation of all team members in helping to keep our company a safe work environment. If you observe an incident or threat of violence that you deem to be of a serious and threatening nature notify your Manager immediately.

## **ETHICS**

It is important that you uphold a standard of honesty and integrity at all times. These are values that are important to the Company's existence. You should carefully follow all company procedures concerning inventory control, gift and trade cards, loyalty programs, cash handling, recording sales, tips and receipts, expense reporting and maintenance of a secure workplace.

Dishonesty and theft are not tolerated. If you witness an act of dishonesty, theft or pilferage, report the incident immediately to a member of the management team. Your cooperation is also expected in the investigation of any such act.

## **CONFIDENTIAL INFORMATION**

As a team member of the Company you may have access to confidential information about the Company. Trade secrets and proprietary information are unique assets of the Company. This includes information which is not publicly known including but not limited to: financial reports, recipes, marketing strategies and documents and pricing information. Disclosure of any such information to anyone outside the Company might seriously damage our competitive position. Therefore, such disclosure is prohibited and may result in disciplinary action up to and including termination.

When your employment with the Company ends, we expect you to return all confidential information to the Company, including all copies whether stored electronically or otherwise.

# **YOUR JOB AT CRAFTWORKS** .....

## **EMPLOYMENT ELIGIBILITY AND DOCUMENTATION**

### ***Form I-9, Employment Eligibility Verification***

On November 6, 1986, the Immigration Reform & Control Act became a Federal law that requires all employers to hire only persons who may legally work in the United States. This law requires employers to verify the identity and employment eligibility of anyone hired. The law states that it is illegal to discriminate against individuals on the basis of national origin or citizenship, or to require more or different documents than are necessary. Any team member who is unable to present the required documentation within 3 days of their start date will be

relieved of their employment duties until such documentation can be presented. Any questions regarding the I-9 Form should be directed to your Manager or the Human Resources Department.

The Company reserves the right to verify the validity of any person's identification and/or authorization to work in the United States. If we have reason to believe that a person does not match the identification, work authorization documentation or the social security number provided during or after the hiring process, we may re-verify the information. Such re-verification may take place at any point throughout a person's employment. A finding that information or documentation is invalid may result in further investigation and/or termination, as required by Federal law.

### ***E-Verify***

The Company participates in E-Verify, a program which confirms employment eligibility by electronically comparing the information provided on the I-9 Form with records from the Social Security Administration and Department of Homeland Security databases. E-Verify will classify a team member as "Employment Authorized", "Tentative Non-confirmation" or "Final Non-confirmation". We are committed to following the guidelines provided by the Department of Homeland Security concerning any "Tentative Non-confirmation" or "Final Non-confirmation" result we receive. The Company may ask to see or photocopy your social security card in connection to participation in E-Verify.

Please contact your Manager or the Human Resources Department with any questions concerning the Employment Eligibility process.

### ***Falsification of Documents***

The information provided to the Company by team members during the employment application process is expected to be true and accurate. Any false or misleading information or significant omissions may disqualify an applicant from consideration for employment, and/or may lead to the termination from employment, even if discovered at a later point during their employment, or the application process may be terminated. Any manager who is found to have carelessly, knowingly, or intentionally accepted false documentation from another team member at any point during the application or employment process will be subject to disciplinary action, up to and including termination.

### **DUAL EMPLOYMENT**

The Company recognizes that you may currently have or may obtain at a future date, additional employment during your employment with CraftWorks. However, to prevent internal conflicts and potential legal issues that may arise, the Company does not allow team members to

be employed simultaneously at more than one CraftWorks location. Team members that are currently working in a Dual Employment capacity at the time this Handbook is published will be allowed to remain at both locations. There may be times when the Company deems it necessary to “borrow” team members from one location in order to assist at another. Such situations must be approved by the General Manager of both locations and/or the Regional Manager and should only be utilized for temporary needs.

## **ELECTRONICS COMMUNICATION POLICY**

The Company provides electronic communications equipment and services such as computers, landline telephone, mobile phones, fax, wireless handheld devices, e-mail, voicemail, and Internet access for purposes of enabling team members to perform their job duties. You should not expect personal privacy when you use company equipment and services such as telephone, Internet and email. This is true regardless of whether such usage occurs during work or during off duty hours, or whether such usage is for business or personal purposes.

All information, data, or files you create, receive, or use on company owned equipment while employed by CraftWorks Restaurants & Breweries Group, Inc. are the Company’s property. The Company may search, monitor, copy, access, or disclose any information or files that you view, store, process, or transmit using our equipment or services. We may monitor your use of this equipment periodically, at random, or continuously at our discretion, for business reasons including, without limitation to:

- *Verify for performance or quality*
- *Assure compliance with the Company policies*
- *Investigate conduct that may be illegal or adversely affect the Company or its employees; and*
- *Prevent inappropriate or excessive personal use of company property.*

We may investigate any use of equipment or services. Improper use includes without limitation:

- *Using equipment or services for the transmission or communication of images or text consisting of threats to the safety of team members or company property, ethnic slurs, racial epithets, hate speech, sexually explicit material, obscenities, or anything else that may be construed as harassing or offensive to others based on an individual’s race, color, religion, sex, national origin, citizenship, age, sexual orientation, disability, marital status, veteran status, or any other legally protected category; and*



- *Accessing sites and/or “chat rooms” that feature gambling, pornography, violent images, off-color jokes, or are otherwise inappropriate in the workplace; and*
- *To operate a business, solicit money or other act for personal gain; and*
- *To download software, articles or other printed material in violation of copyright laws. Only software that has been authorized and purchased by the Company should be loaded or used on any company computer. Personal or loaded software may contain computer viruses, which could be potentially damaging to the Company’s systems and database.*

If you have questions about these guidelines or computer usage, please contact the Information Technology Department at the RSO. You may be subject to disciplinary action, including immediate termination of employment or criminal prosecution, for improper use.

## **PAYMENT CARD INFORMATION DATA SECURITY STANDARD**

As a team member of CraftWorks Restaurants & Breweries Group, Inc., you may be provided with access to personal, proprietary, and/ or otherwise confidential data. This can include credit card data and other confidential data from guests, team members or other persons for which the Company provides service.

As an individual whose position requires interaction with credit cards and credit card data, you may be provided with direct access to confidential and valuable data in paper and electronic form. In the interest of maintaining the integrity of these systems and processes to ensure security and proper resources you must:

- *Maintain the confidentiality of our passwords for all systems to which you have access.*
- *Maintain in strictest confidence the credit card data to which you have access.*
- *Not share any confidential information in any manner with others who are not authorized to view such data.*
- *Use your access to the Company’s systems for the sole purpose of transaction processing related to the official business of the Company.*
- *Understand that the use of these systems and their data for personal purposes is prohibited*
- *Ensure that such data is shredded or otherwise disposed of in a secure manner.*
- *Understand that any abuse of access to the Company’s systems and its data, any illegal use or copying of software or any misuse of*

*the Company's systems may result in disciplinary action up to and including termination.*

### **PCI Compliance Statement**

CraftWorks Restaurants & Breweries Group, Inc. systems are reviewed, audited and certified to be compliant with the Payment Card Industry Data Security Standard (PCI DSS). Furthermore, the Company guarantees that it will continue to follow PCI DSS requirements and adhere to best practices for security. The Company's systems are certified under Visa's Cardholder Information Security Program (CISP) and are regularly assessed by the Company for PCI DSS compliance. The Craftworks environment is verified by a third party to ensure compliance.

CraftWorks team members will not knowingly make any changes, or take actions that will compromise the effectiveness of the controls that have been put in place.

### **CASH / CREDIT CARD HANDLING**

The Company expects all team members to follow proper cash and credit card handling guidelines at all times:

- *If a Guest totals their credit card receipt incorrectly, the tip reflected on the credit card receipt must be the actual tip amount written by the guest. Team members should never alter a Guest's receipt.*
- *If a team member has a cash or credit card transaction that they are unsure of how to handle they should seek advice from their manager on duty before handling the transaction.*
- *Any overages/shortages will be investigated by management. Any team member who has overages/shortages will be subject to disciplinary action. Cash shortages CAN NOT be deducted from the team members pay or tips.*
- *Team members are not allowed to hold the Loyalty Cards or numbers for any guest and cannot place charges on the cards that are not legitimate.*
- *Team members cannot cash personal checks out of the restaurant.*

Please refer to the Cash Handling Policies and Procedures manual for additional information on cash and credit card handling and loyalty program expectations. Any team member in violation of these guidelines will be subject to disciplinary action up to and including termination.

### **SOCIAL MEDIA POLICY**

The Company recognizes that team members may engage in electronic communications and Internet usage for purposes of personal communication, recreation and self-expression. For instance

team members may post comments on various kinds of websites (“blogging”) and/or may participate in social networking activities on the Internet, including maintaining accounts on Facebook, MySpace, Linked In, Twitter, YouTube and other social networking sites.

While the Company does not intend to infringe on team members’ personal lives or regulate team members’ off-duty conduct, there are situations when such activities by a team member may negatively impact the team member’s job performance and/or may negatively impact the Company. This is particularly true when a team member identifies himself or herself in a public forum as being affiliated with the Company; in such cases, unprofessional, inappropriate, or offensive postings by the team member may reflect on the Company, even when the postings are not directly related to the team member’s performance of his/her job duties.

Be aware that you are not anonymous online. Nothing posted is private and nothing posted expires. Additionally, Bloggers and Commenters can be held personally liable for commentary that is considered defamatory, obscene, proprietary, or libelous by any offended party, not just the Company.

All team members who utilize company-owned or company-provided electronic communications equipment or services to engage in off-duty blogging or social networking must abide by all rules pertaining to team member use of company equipment and services, as set forth above. Team members who utilize electronic communications equipment and services which are not owned or provided by the Company are also subject to certain restrictions, as follows:

- *Personal blogging and social networking (regardless of whether company equipment or services are used) is prohibited while on duty*
- *Team members may not disclose trade secrets or confidential information of the Company during personal blogging and/or social networking activities*
- *Team members may not use or display company trademarks or copyrighted materials on personal websites*
- *Unless given consent by the Company, team members should not post on personal blogs or networking sites any company advertisements, nor sell or attempt to sell company products or services*
- *Team members should not post links to company websites without express permission of the Company*
- *Team members should not state that they are speaking on behalf of the Company when engaged in personal blogging or social networking activities. If you choose to refer to the Company*

*or your employment in a personal blog or website, you must notify readers that the views, opinions, ideas and information being presented belong to you personally and are not in any way attributable to the Company*

- *If contacted by the media or press about a post that relates to the Company, team members are required to speak with their manager before responding.*

If you engage in conduct while blogging or social networking which violates any company policy (including, but not limited to, making threats toward team members, engaging in harassing or discriminatory conduct towards team members, insulting guests, and/or disclosing confidential information to third parties) you may be subject to disciplinary actions pursuant to the terms of applicable company policies. In other words, if you violate company policy, you will be subject to disciplinary action as warranted based on the circumstances, notwithstanding the fact that the violation occurred within the context of personal or off-duty online activity.

### ***Company Internet Sites***

All websites maintained by the Company (including all restaurant pages on Facebook, MySpace, Twitter Accounts or other social networking sites) are considered by the Company to be work-related settings. Team members are encouraged to participate in the Company's social networking-based marketing initiatives; however, you must be mindful that you are representing the Company during such interactions and as such, are expected to adhere to company policies during such interactions just as you would be during live "in person" interactions with guests and other team members. All team members must adhere to the following rules regarding use of company Internet/ social networking sites, including all restaurant sites:

- *All Internet marketing must be coordinated and approved by the Marketing Department at the RSO. Blogs or social networking sites used as marketing tools on behalf of the Company must be set up under the restaurant location's name and not under personal profiles. Such sites are to be maintained by a salaried manager and will be subject to periodic inspection by the Company.*
- *All photographs of team members uploaded or linked to restaurant pages must reflect the Company's standards, including standards pertaining to dress codes and personal appearance and grooming.*
- *Team member's postings should be courteous and professional.*
- *Team members should not criticize other team members, guests, menu items, or service on company sites.*
- *Team members should avoid sharing personal information on company sites.*

- *Team members are prohibited from posting or linking to items promoting personal political or religious opinions or beliefs or attacking the political or religious opinions/beliefs of others.*
- *Team members are prohibited from posting or linking to items containing profanity, nudity, obscene, pornographic or sexually explicit material.*
- *Team members are prohibited from posting or linking to sites containing threatening, harassing, discriminatory, insulting, derogatory or defamatory comments about team members, guests, vendors, competitors or the Company.*
- *Team members are prohibited from infringing on trademarks and/or copyrights and disclosing trade secrets or confidential information of the Company.*
- *Team members may engage in social networking activities on company related sites during work hours subject to supervisor approval, but only for business purposes, and such activities must not interfere with the team member's performance.*
- *Team members may not post ads on company sites for purposes of recruitment of employees, promotion of menu items, promotion of special events, notification of special offers, or any other business purpose, without express permission of the Company. All such postings must be reviewed and approved by appropriate company personnel prior to posting.*

Any team member found to have violated the policy will be subject to disciplinary action, up to and including termination of employment. This policy is not designed and should not be construed in any way to limit a team member's rights under the National Labor Relations Act or any other State or Federal law.

## **STATEMENTS TO THE MEDIA**

All media requests concerning the Company or its operations, whether verbal or written, must be referred or forwarded to the Company's Chief Marketing Officer (CMO). No team members, unless specifically designated by the CMO, are authorized to provide such responses. Any team member wishing to write and/or publish an article, paper, blog or other publication on behalf of the Company must obtain written approval from the CMO prior to publication or posting.

## **FRATERNIZATION POLICY**

Consensual sexual or romantic relationships between team members can result in various problems in the workplace. Such relationships between members of management and non-management team members are of particular concern because they can lead to sexual harassment claims, morale problems, favoritism complaints, loss of

productivity, conflicts of interest, and the appearance of impropriety. Accordingly, members of management are strictly prohibited from engaging in sexual or romantic relationships with anyone who reports within their direct line of authority. Members of management are also strongly discouraged from socializing with non-management team members outside the workplace or regular business hours, especially in situations where alcohol is served. The Company will take steps to remedy a situation when it determines that such a relationship exists or such socializing occurred or is occurring and causes any kind of adverse situation in the workplace. These steps may include but not be limited to transfer or reassignment, shift changes, and/or disciplinary action up to and including termination of employment.

## **WORKPLACE INJURY OR ILLNESS**

If you are involved in a workplace injury/illness, you must notify your Manager immediately. For more information regarding workplace safety policies and procedures reference the Injury & Illness Prevention Program manual that is covered with you during orientation by your General Manager. A copy of the IIP Manual is available for review at each location.

## **SAFETY & SECURITY**

The Company strives to provide a safe and secure work environment. All team members must be responsible and safety conscious in order to achieve this goal. Unsafe or hazardous conditions should be immediately reported to your Manager so that every effort can be made to remedy the situation as quickly as possible.

You should report any broken or damaged doors, door locks or windows to a member of Management as soon as possible. When possible, use the “buddy system” when leaving your work location after dark. Inform your manager immediately of any suspicious activity or individuals. Take care not to allow unauthorized persons in your work area/restaurant.

## **RESPONSIBLE ALCOHOL SERVICE**

As a server of alcohol, there are very specific liquor laws that will be reviewed with team members depending on City/State requirements. The Company utilizes internal and external training and oversight programs to ensure alcohol is served in a safe, responsible and legal manner. In order to ensure compliance with State liquor laws and internal company policy, the following guidelines must be adhered to at all times.

- *Team members must never serve alcohol to persons under 21 years of age; this applies to guests and/or fellow co-workers.*
- *Team members must never serve alcohol to anyone that is visibly intoxicated.*
- *The Company commits to checking for a valid ID from any person that looks to be 35 years of age or younger.*
- *Team members are not allowed to consume or serve another team*

*member alcoholic beverages while that individual is on duty or prior to starting their shift(s).*

- *Serving or participating in the service of any “flammable” drinks is strictly forbidden.*
- *Some locations may require team members be at least 21 years of age to serve alcohol.*

### ***ServSafe Alcohol***

All front-of-the-house team members are required to attend an alcohol training class, either ServSafe Alcohol or Local/State mandated classes where applicable, within 60 days of their hire date or placement in a front-of-house position. Recertification for ServSafe Alcohol is required every 3 years thereafter; Local/State recertification requirements vary by State. Team members who do not successfully complete the applicable alcohol training class within 30 days of hire will likely receive a written warning. Team members who do not successfully complete the applicable alcohol training within 60 days of hire will be taken off of the schedule until the class is successfully completed. Failure to successfully complete the applicable training class in 3 or fewer attempts will likely result in termination of employment. Your General Manager will provide you with the training schedule applicable for your location. Managers who fail to comply with company expectations will receive disciplinary action including, but not limited to written warnings, loss of bonus eligibility and termination of employment.

### ***BARS Program***

The BARS program is another system by which the Company measures safe and lawful alcohol service. This program involves secret shoppers who issue cards based on whether the team member follows company policy and Local/State laws concerning alcohol service. Green cards are issued when the team member follows all company and Local/State guidelines. Red cards are issued when company policy and/or Local/State law is violated. Team members who receive red cards will receive disciplinary action including, but not limited to, written warning, successfully retaking a ServSafe class, and termination of employment. In some situations, termination may occur with first red card. Managers who receive and/or whose team members receive red cards will receive disciplinary action including, but not limited to written disciplinary action, loss of bonus eligibility and termination of employment.

### ***Local/State Sting Operations***

Team members found violating Local/State laws concerning serving alcohol during a Local/State sting operation will likely be terminated from employment with CraftWorks. General Managers are accountable for their team members following Local/State alcohol laws. General Managers whose team members are found to be in violation of Local/State alcohol laws will receive disciplinary action including, but not

limited to written disciplinary action, loss of bonus eligibility and termination of employment. Law violations during a sting operation will remain on the record of a General Manager for no less than 3 years.

Any violation of this policy and/or Local/State liquor laws is grounds for disciplinary action up to and including termination of employment.

## **DRUGS & ALCOHOL**

It is the goal of the Company to foster an environment free from the effects of behavior altering drugs and alcoholic beverages. Use of alcohol and drugs alters team members' judgment resulting in increased safety risks, workplace injuries and faulty decision making. Therefore, working after the apparent use of alcohol, drugs or the abuse of any substance is strictly prohibited.

The possession, purchase, consumption (use), exchange or sale of narcotics or other illegal drugs, intoxicants (including synthetic drugs), or prescription medication without a valid prescription or exceeding the prescribed amount while on duty or on property owned or occupied by the Company is prohibited and therefore cause for immediate termination of employment. The Company reserves the right to require drug and/or alcohol testing if there is reason to believe a team member is impaired while working. Failure of a drug test or refusal to submit to the Company's request for a drug and/or alcohol test will be cause for termination of employment. The Company may conduct unannounced inspections for controlled and/or illegal substances and/or alcohol in the workplace or on company premises, including parking lots.

Operations team members: if you are 21 years of age or older, tasting an alcoholic beverage may be part of your training and/or part of your job duties. For example, tasting a new beer at a shift meeting under a manager's direction is considered part of training. A Brewer sampling a newly brewed beer for quality or a Brewer or Bartender tasting a newly tapped beer for quality is considered within the confines of their jobs. A "taste" of beer should be no more than one (1) ounce in volume. Tastings larger than one (1) ounce are considered to be in violation of our Responsible Alcohol Service Policy and grounds for disciplinary action up to and including termination.

RSO team members must abide by the rules outlined in the "RSO Bar Use Guidelines".

## **SMOKING**

CraftWorks offers a non-smoking environment for our team members and guests. Smoking, which includes the use of Electronic Cigarettes, is only permitted in approved areas of your work location. Please check with your General Manager for the location of your approved smoking



area. Team members must have approval from a manager to take a smoke break.

## **TEAM MEMBER MEALS & QAP CARD PRIVILEGES**

### ***Hourly Team Members***

On duty hourly team members are given a 40 percent (40%) meal discount for their daily shift. Meals must be purchased and eaten before or after assigned shifts. All meals are to be eaten in the restaurant and carry-outs are not permitted. No discounts are permitted on alcoholic beverages.

Hourly team members are allowed a discount for dining in a restaurant operated by CraftWorks Restaurants & Breweries Group, Inc. To receive the discount you must bring your most recent paystub along with a photo ID. If you do not have proof of employment the restaurant cannot honor the discount. To print a copy of your most recent paystub go to [www.portal.adp.com](http://www.portal.adp.com) and click on the Pay & Taxes tab.

The discount guidelines are as follows:

- Team member and one (1) guest will receive a forty percent (40%) discount at all Craftworks locations (except Chophouse locations)
- Team member and up to three (3) guests receive a twenty-five percent (25%) discount at their home store
- Team member and one (1) guest will receive twenty percent (20%) discount at Chophouse locations
- Team members utilizing the restaurant after their work hours must be clocked out and completely out of uniform before eating and/or drinking in the restaurant.
- Team members may not sit at the bar of their “home” restaurant to eat or drink alcohol.
- Team members are not permitted to drink alcohol in their restaurant after close of business.
- Some state/city ordinances prohibit team members from consuming alcohol in the location where they are employed. It is CraftWorks’ intention to abide by those regulations. Your General Manager will notify you if this applies to your location.

When utilizing this benefit, an appropriate tip amount is 15-20% of the total bill before the discount.

### ***Salaried Team Members***

All salaried team members will receive a CraftWorks Quality Assurance Program (QAP) Card for personal use. QAP cardholders will receive a seventy percent (70%) discount on food and beverages at any CraftWorks restaurant or franchise locations. Quarterly spending

limit is based on the cardholder's position level. This program will be explained during orientation and/or training. Managers must adhere to a 2 drink limit if drinking alcoholic beverages in their restaurant.

The Company has the right to revoke dining privileges from any team member who does not follow the guidelines provided above.

**DINING ETIQUETTE**

When you are dining at one of the CraftWorks Restaurant locations, you should always be on your best behavior and use good judgment when occupying tables and/or bar/cocktail spaces. Never put your peers in the position to have to suspend service to you and/or your guests or to have to address bad behavior. Off duty team members may be asked to vacate tables for guests as business dictates.

**EMPLOYMENT & INCOME VERIFICATION**

It is the policy of CraftWorks Restaurants & Breweries Group, Inc. to protect the privacy of each team member. Organizations who wish to verify the employment of CraftWorks current or past team members will use an automated external employment verification service. The Company uses The Work Number® to provide automated employment and income verifications for our team members. The Work Number can be used anywhere, anytime- available 24 hours a day / 7 days a week.

Employment and income verifications may be required when applying for a mortgage or loan, for reference checking, leasing an apartment, establishing credit, or any other instance where proof of employment or income is needed. The individual team member is responsible for authorizing the release of this information to the verifying organization.

**Information for Team Members:**

CraftWorks Employer Code: 14375  
The Work Number Access Information: [www.theworknumber.com](http://www.theworknumber.com)  
1-866-604-6572  
The Work Number Customer Service: 1-866-604-6572  
1-800-424-0253 (TTY-Deaf)

**Information for Verifiers:**

CraftWorks Employer Code: 14375  
The Work Number Access Information: [www.theworknumber.com](http://www.theworknumber.com)  
1-800-367-5690  
The Work Number Customer Service: 1-866-604-6572  
1-800-424-0253 (TTY-Deaf)

**Information for Social Services Agencies:**

CraftWorks Employer Code: 14375  
The Work Number Access Information: [www.theworknumber.com](http://www.theworknumber.com)  
1-800-660-3399  
The Work Number Customer Service: 1-866-604-6572  
1-800-424-0253 (TTY-Deaf)

All employment and income verification requests must use this automated service. The Company will provide Federal, State, and Local government agencies any team member information required by law.

As a team member of CraftWorks, you may handle a variety of confidential matters regarding other team members, clients, and other information. When doing so, it is your responsibility to respect the highest level of privacy. Therefore, CraftWorks' team members are not authorized to provide any employment verification information. In the event that The Work Number does not have the appropriate company information needed, the Human Resources and/or Payroll Departments will provide the verification information. This policy is designed to protect the Company and team members from any potential liability.

## **EMPLOYMENT OF RELATIVES**

Relatives of current team members are eligible for employment as long as such employment does not create an actual, potential, or perceived conflict of interest or negatively impact the Company. The Company reserves the right, in its sole discretion, to restrict the placement or assignment of team members in cases where relatives may work together, supervise one another, have access to sensitive or confidential information, or any other reason the Company deems necessary. Relatives of management personnel cannot be hired or transferred into their relative's direct line of authority.

## **HIRING OF MINORS**

For most positions at CraftWorks Restaurants & Breweries Group Inc, team members must be at least 18 years of age. However, in the event that a minor is hired, the Company will follow all Federal and State laws applicable to hiring minors in regards to number of hours worked, time of day restrictions, and any other legal requirements.

## **INSPECTION**

While team members are on company premises, the Company reserves the right to conduct inspections to help maintain a safe, healthful and efficient working environment for the benefit and protection of all company team members and to protect company property, equipment, operations and guests. These inspections may be conducted at the Company's discretion with or without advance notice or consent, as permitted according to State and Federal laws. Cooperation with inspections is required as a condition of employment.

The Company reserves the right to inspect personal items carried by individual team members. If you have personal items that you would not like subjected to such inspection, these items should not be brought onto company premises. A search can also include company property such as company vehicles, personal vehicles on our premises, lockers, desks, filing cabinets, computer files, e-mail and voice-mail.

A company initiated search does not necessarily imply an accusation of theft or that a team member has broken a rule. Team members refusing to cooperate with or submit to search will be subject to termination.

## **PERSONNEL RECORDS**

A personnel file is maintained for each team member of the Company. These personnel files contain confidential documents and are maintained by management at each location. You may view the contents of your personnel file in the presence of your Manager and in conjunction with Human Resources approval. All requests to view personnel files must be given to your Manager in writing. While reviewing the file, no team member can alter their file or remove any documents out of the file. The Company follows all State specific regulations regarding access to personnel files.

## **SCHEDULING**

The Company realizes how important scheduling is to maintain a quality of life for our team members. Every effort will be made to accommodate scheduling needs. Team members are not guaranteed a specific number of shifts, sections or hours each week. Team member schedules are subject to vary as business needs dictate each week. It is your responsibility to check your schedule regularly to ensure your schedule each week because schedules can vary week to week. Your Manager will advise you of your location's schedule request and posting guidelines.

In our restaurant locations, the Company uses a web based scheduling system called HotSchedules that allows 24 hour access to team member work schedules. Team members can access the system by telephone or the Internet in order to check their work schedule, put in a schedule request, release and pick up shifts and access incoming messages from management, other team members or company communications.

## **SURVEILLANCE**

The Company may install video surveillance cameras in work areas at any or all of our restaurant locations. Such use will improve safety and security by deterring acts of theft, violence, and other criminal activity and increase the likelihood that perpetrators of these acts will be identified and will give the Company a means of monitoring job performance. If video surveillance is utilized, cameras will be placed in work areas where team members' expectations of privacy should be minimal but will not be installed in restrooms or team member locker areas.

No surveillance, including personal audio/video recording of any kind, is to be done without the express approval of the Company's General Counsel.

## **SECRET SHOPPER PROGRAM**

The Company is committed to providing first class service for Every Guest, Every Time. In order to help ensure these standards are being met, the Company may choose to utilize third party Secret Shopper Programs to measure, monitor and maintain operational standards based on pre-defined expectations.

## **TELEPHONE USAGE**

Cell phones can be disruptive and are not part of your uniform or company uniform standards. Team members should not carry cell phones with them while working their shift. Personal phone calls, text messaging or social networking is prohibited while servicing our guests. Team members who use a cell phone for Company business while operating an automobile must follow applicable state laws for such usage.

## **UNIFORM & APPEARANCE STANDARDS**

The Company believes your uniform and appearance should promote a professional image at all times to enhance the guest experience.

Regardless of which concept you work in, the goal is consistency so that our Guests may easily recognize our team members. Your Manager will provide you with the Company's Uniform and Appearance Policy that outlines more specific guidelines.

## **GETTING PAID** .....

### **EMPLOYEE SELF SERVICE PORTAL**

The Company utilizes ADP Self Service Portal as a means for you to control your personal information. The "Portal" is available via the Internet so you can access and manage your personal payroll and benefits information. Once you have followed the instructions below and registered for the service, you will be able to manage your direct deposit(s) and taxes, set up paperless options, view/print W2 Annual Statements, and make changes to personal information such as address, telephone number, etc.

To register for the Portal follow the following steps:

- As a new team member you will be eligible to register for this service after your orientation.
- To register, go to <https://portal.adp.com>. Click on the First Time Users Register Here link on the ADP Self Service login page and then click Register Now.
- Enter the ADP Self Service Registration Pass Code :crbi-1234
- Enter your Proof of Identity, including your last name, social security number and date of birth; then click NEXT.

- Enter your email address and click NEXT
- Select your Security Questions and answers. Your user ID will be displayed and you will be prompted to enter your new password.
- Select the Service you will be using (ADP Portal) and click LOG ON.

## WORK WEEK & PAY PERIOD

Your work week begins on Monday and ends the following Sunday; your pay period contains two consecutive work weeks and will be paid on a bi-weekly schedule every other Monday. Your pay contains wages from the pay period ending one week prior to the payday.

State specific exceptions:

- Team members in California and Massachusetts are paid every other Friday
- Team members in New York are paid every Friday for one week of work.

## HOW WE GET PAID

Effective 1/1/2014, CraftWorks team members are required to choose between two methods of payment; Direct Deposit in to your personal banking account(s) or a Visa Debit Pay Card. If you do not have a bank account or do not wish to elect direct deposit then a Visa Pay Card will automatically be issued.

- ***Direct Deposit*** - For your convenience, direct deposit is available for all team members. You can set up your banking information or make changes to existing banking information by going to our Self Service Portal. Log on to [www.portal.adp.com](http://www.portal.adp.com) and access your personal banking information by clicking on the Pay & Taxes tab. By electing direct deposit you have the ability to access all of your Pay Statements electronically through the Self Service Portal and no longer receive paper statements. To become paperless simply click on the "Go Paperless" option when you set up your direct deposit.

If you do not elect the Paperless option, a paper Pay Statement will be mailed to your location each pay period. Team Members must pick their Pay Statements up in person from a member of management after 3pm on payday. If you are unable to pick up your Pay Statement, you will be required to provide the restaurant written authorization for another person to pick up in your absence.

- ***Aline Visa Debit Pay Card*** - Our Visa Debit Pay Card offers another convenient way to receive your pay that simplifies payday and opens up new options for managing your money. You have

immediate access to your money on the card on payday and you no longer have to worry about picking up your paycheck to take to the bank.

You will have free access to over 60,000 ATMs nationwide to access your money. In order to avoid additional fees, utilize [www.mycard.adp.com](http://www.mycard.adp.com) to ensure you use only In-Network ATMs and to check your balance free of charge 24/7. Additional fees may apply if you attempt to withdraw funds over your available balance or use Out-of-Network ATMs.

## **PAYROLL DEDUCTIONS**

Various payroll deductions are made each pay period to comply with Federal and State laws pertaining to taxes and insurance. All deductions for CW Voluntary Benefits are set up in our online benefits system through the Self Service Portal and submitted electronically for payroll processing. Your electronic signature for enrollment in those benefits indicates your acceptance of that deduction.

Deductions are made for the following:

1. All required taxes, including Federal and State Income Tax Withholding, Social Security (FICA), Local Income and/or Employment Taxes.
2. Any voluntary benefit contributions to be paid by the team member.
3. Any garnishments, tax levies, child support orders, etc. as issued by law.
4. Items properly designated by the team member.

## **IMPROPER DEDUCTIONS AND/OR CALCULATIONS**

CraftWorks is committed to paying all team members correctly according to the Fair Labor Standards Act. To insure that everyone is paid correctly, we will review job descriptions and payroll. If for any reason you do not feel you are being paid correctly, please notify your supervisor or manager. Any and all complaints will be fully investigated by the Company. If it is determined that the deduction was improperly taken from the team member's wages, a reimbursement will be promptly made to the team member.

## **FRAUD PREVENTION**

In the event a team member receives a live paycheck and elects to electronically scan and deposit the paycheck through a smartphone or other device, the team member must shred or destroy the original check. If a team member fails to safely dispose of the original check after mobile deposit and the original check is re-deposited either by the team member or a third party – the team member may be subject

to discipline including the immediate termination of their employment. Any fraudulent or criminal activity suspected in connection with any paycheck deposit may be reported to law enforcement authorities.

## **W2 ANNUAL STATEMENTS**

Following each calendar year, team members are supplied with their Annual Wage and Tax Statement (W-2). You have the ability to choose to be paperless through the Self Service Portal which will allow you the ability to view and print your W2 at your convenience. In order to utilize the paperless service for your W2 you must login in to the Self Service Portal and choose the "Paperless" option under the Pay & Taxes/Annual Statement tab. If you do not choose to utilize the paperless option, W-2 forms will be mailed to your home address by January 31st each calendar year. Once issued, all W2's will be accessible electronically on the Self Service Portal.

## **CHANGES IN PERSONAL INFORMATION**

You are responsible for ensuring that the Company is provided with your most current personal information such as tax exemptions, name changes, address changes, telephone number, marital status and dependent information. This information is maintained in the ADP Self Service Portal

## **WHO TO CONTACT**

If you have questions regarding your paycheck that cannot be answered by a member of your management team, please contact the Payroll Department at (423) 424-2038.

## **TIPPING POLICY**

Tips are a gift from CraftWorks Restaurants & Breweries Group, Inc. guests. They are a monetary response to excellent service, given "by choice" to our hourly tipped team members by our guests. Management is not eligible to receive tips for any reason. Federal law declares that "tips" (or "gratuities") are the property of the team member, at least to the extent that the employer uses the tip credit to meet the minimum wage obligations.

The Company will declare 100 percent of all credit card tips and withhold Federal income and employment taxes from all charged tips, as allowed by the Internal Revenue Service. Team members that are tipped (both directly and indirectly) must declare their daily cash tips at the end of every shift. It is the responsibility of the team member to report 100 percent of all tips to the Internal Revenue Service. Failure to report tips may result in a reduced rate of compensation for worker's compensation and unemployment. Any discrepancies in tips declared by the Company should be reported to the Manager before the end of the work week.



It is the responsibility of the team member to report 100 percent of all tips to the Internal Revenue Service. Failure to report tips may result in a reduced rate of compensation for worker's compensation and unemployment.

It is recommended that each team member keep accurate daily records of all direct or indirect tips received. The Company recommends that you utilize the IRS Publication 1244 to do so. This publication can be found on the IRS website at [www.irs.gov/pub/irs-pdf/p1244.pdf](http://www.irs.gov/pub/irs-pdf/p1244.pdf).

### **Service Charges**

Service charges are charges that are added to the guest's bill by the Company, even though they may be distributed to team members. All service charges given to team members are considered to be wages for income tax purposes, and may not be used to take a tip credit. Service charges are generally subject to State and Local taxes.

### **Tip Credit**

The Company takes the tip credit allowed by Section 3(M) of the Fair Labor Standards Act. The tip credit taken equals the difference between the rate paid by the restaurant and minimum wage. If in a Tip Credit State, your wage paid by the Company must be no less than \$2.13 per hour. At no time will the cash wage paid plus tips ever be less than the applicable minimum wage.

All team members will receive a TIP CREDIT NOTIFICATION FORM during orientation that informs them of the following information in accordance with Section 203(m) of the Fair Labor Standards Act:

- *The amount of the cash wage to be paid by the Company to the tipped team member;*
- *The amount of tips to be credited as wages toward the minimum wage (a Federal maximum tip credit allowed of \$5.12 per hour, but is lower in some States, not to exceed the value of tips actually received);*
- *That all tips received by the team member must be retained by the team member except for tips contributed to a valid tip pool limited to team members who customarily and regularly receive tips;*
- *That the tip credit shall not apply to any team member who has not been informed by the Company of the provisions for a tip credit; and*
- *That the tip credit shall not apply unless the team member has been informed of these above requirements.*

### **Recommended Tip Out**

Federal and certain State laws mandate tip-out percentages if tips are pooled and distributed by management. CraftWorks management prefers team members voluntarily tip out co-workers based on team work. The following are averages for encouraged tip-out percentages:

**Food/Cocktail Servers:**

- *Tip-out to Busser – 1.5% to 2% of total sales*
- *Tip-out to Bartender – 3% to 4% of total bar/alcohol sales*
- *Tip-out to Food Runner – 1/5% to 2% of food sales*

**Bartenders:**

- *Tip-out to Barback – 1/5% to 2% of total sales*
- *Tip-out to Busser – 1.5% to 3% of food sales*
- *Tip-out to Food Runner – 1.5% to 2% of food sales*

Tips cannot be shared with non-tipped or management team members.

If requested, each location will provide a locked box/safe or envelope for service team members to store tip-outs that cannot be immediately distributed. Such tip-outs must be placed in an envelope and the envelope sealed by the team member sharing the tips with the recipient's name printed on the front of the envelope. Management staff will not open or handle tip-outs. Each service staff position may designate one or several tipped or non-management team members to distribute the money or the entire staff may choose to be a part of the distribution. Management will only become involved to resolve conflict or to assist if requested by staff.

**CLASSIFICATIONS OF EMPLOYMENT**

Team members will be classified as full-time, part-time or temporary and as exempt or non-exempt for compensation administration purposes. In addition, the Company may supplement the regular workforce with other forms of flexible staffing. Employees generally may be categorized as follows:

- *A full-time team member consistently works 30 or more hours per work week and is hired for an indefinite period*
- *A part-time team member consistently works less than 30 hours per work week and is hired for an indefinite period*
- *A temporary team member generally is hired either part-time or full-time for a specified, limited period.*
- *A non-exempt team member generally is subject to the minimum wage and overtime provisions in the Fair Labor Standards Act (FLSA) and is typically paid on an hourly basis*
- *An exempt team member is exempt from the FLSA provisions and is not entitled to overtime wages. Exempt team members are typically paid on a salary basis and in accordance with related FLSA guidelines*

Full-time, part-time and temporary team members may be classified as either exempt or non-exempt. Other flexible staffing classifications

or arrangements may be added as needed. If you are uncertain about which classification you fall into, speak to your Manager or Human Resources Department.

## **OVERTIME**

Occasionally, team members may be required to work overtime. If you are required to work overtime, management will attempt to give you as much notice as possible; however, due to certain circumstances, this may not be possible at all times. A member of management must properly authorize overtime IN ADVANCE. Team members working overtime without management approval will be subject to disciplinary action.

According to Federal law, all non-exempt hourly team members must be compensated for overtime work at one and one-half times the regular rate of pay for all hours worked beyond 40 hours in a workweek. Overtime is calculated on hours actually worked, not including vacation, leave time, or holiday hours used. Non-Exempt team members who work two or more jobs and work overtime will be paid the overtime rate for the job being performed during which overtime occurred, where applicable by State law.

Certain States have additional overtime requirements. The Company abides by all State and Federal laws.

## **RECORDING WORK HOURS**

Hourly non-exempt team members are required to record time worked on a daily basis. Your Manager will provide you with instructions on the proper procedure for clocking in and out each day. In the event that you fail to clock in/out properly, it is your responsibility to report it to your Manager immediately so that he/she can ensure that your hours worked are recorded accurately for that day. Under no circumstances may team members clock in or out for anyone other than themselves.

Under no circumstances should a team member be working off of the clock regardless of the nature of the work. Any time a team member is performing duties for the Company he/she must be clocked in and must be paid his/her hourly wage for all time worked. If a team member is ever asked by a representative of the Company to work off the clock that team member should report the information or request to the Human Resources Department.

Team members should not clock in more than five (5) minutes prior to the beginning of their shift without approval from their manager. Team members must be clocked in prior to beginning any work activities and once clocked in, work is to commence immediately. Failure to do so is considered falsification of time records.

Failure to follow the Company's timekeeping procedures could result in disciplinary action up to and including termination. Falsification of time records is considered a violation of company policy and is grounds for immediate termination of employment.

## **MEAL & REST PERIODS**

In order to remain at the top of your game it is important to take breaks. The Company standard is a ten 10 minute paid break for every four (4) hours worked. You may also be required to take a thirty (30) minute unpaid meal break depending on the hours you work and the State in which you work. Because of the nature of our business it is important that you and your Manager are managing your breaks to ensure guest satisfaction.

The Company follows all State mandated requirements regarding Meal and Rest Periods. Your Manager will supply you with your location's meal/rest period guidelines (if applicable). Failure to follow the meal and rest period guidelines for your worksite and/or State is grounds for disciplinary action up to and including termination.

### ***Lactation/Breastfeeding***

Depending on the state you work in, you may be allowed reasonable break times as needed to express milk for your baby. Breaks of more than 20 minutes will be unpaid and you should be clocked out to reflect that additional time on break. This will take place somewhere other than a bathroom stall and a place that is shielded from view and free from intrusion from coworkers and the public. See your Manager if you need this accommodation.

## **TIME OFF POLICIES** .....

### **PERSONAL LEAVE OF ABSENCE**

Your Manager has the discretion to approve a personal leave of absence for a maximum of thirty (30) days, without pay, for short-term personal reasons that are not medically related. This continuous leave of absence could be used for reasons such as travel, continuing education, to care for someone not covered under FMLA Policy, etc. This benefit may run concurrently with any FMLA leave the team member may be eligible to take. As allowable by law, you will be required to exhaust all earned vacation time during any leave of absence. Requests for personal leave will be granted based on the facts and circumstances surrounding each individual request and business needs. Personal leaves may only be granted once every rolling 12 month period.

### ***Eligibility***

An eligible team member is any part time or full time team member

that has been employed for at least six (6) months that is currently in good standing with the company.

### ***Notification Requirements***

The team member must provide advanced thirty (30) day written notice to his/her Manager. The notice should include the reason for the leave and specific dates he/she is requesting off along with the expected return to work date.

### ***Continuation of Insurance Benefits***

Team members enrolled in the health/dental insurance plans must pay their regular premium contributions during their leave. Failure to pay the required premiums will result in cancellation of the benefits. Premiums must be sent to the Human Resources – Benefits Department and post marked by the 1st of each month. If the team member is able, but does not return after the expiration of the leave, the team member may be required to reimburse the Company for its portion of the insurance premiums that were covered during the leave.

## **MEDICAL LEAVE OF ABSENCE FOR HOURLY TEAM MEMBERS (NON-FMLA)**

Your Manager has the discretion to approve a medical leave for a maximum of six (6) weeks during a rolling twelve (12) month period without pay. This could be used for your illness, injury or pregnancy disability in the event that you are not eligible for FMLA. As allowable by law, you will be required to exhaust all earned vacation time at the beginning of any leave of absence. The leave will be granted based on the facts and circumstances surrounding each individual request and business needs. Medical (non-FMLA) leave may only be granted once each rolling 12 months.

### ***Eligibility***

An eligible team member is any hourly team member that has been employed for at least six (6) months and is in good standing.

### ***Notification Requirements***

The team member must provide advanced thirty (30) day written notice to his/her manager. If such notice is not practical, the team member should notify his/her manager as soon as possible. The notice should include a statement from a physician recommending the leave and include the start date and anticipated return date.

### ***Continuation of Insurance Benefits***

During Medical (non-FMLA) leave, the Company maintains the team member's Medical/Dental/Vision/Life Insurance coverage under any group health plan on the same terms as if the team member had continued to work. Team members must continue to pay their portion of any insurance premium while on leave. Failure to pay the required

premiums will result in cancellation of the benefits. Premiums must be sent to the Human Resources – Benefits Department and post marked by the 1st of each month. If the team member is able, but does not return to work after the expiration of the leave, the team member will be required to reimburse the Company for its portion of the insurance premiums paid during leave. This also applies to leave accommodations made in accordance with ADA.

### ***Reinstatement***

Team members on approved Medical Leave (non-FMLA) may be reinstated to a position of like status and pay if such position is available and they are qualified. However, you have no greater right to reinstatement than you would have had if you had not been on leave. If your position is eliminated for reasons unrelated to your leave you have no right to reinstatement.

Team members returning from medical leave are expected to provide their supervisor with a physician's statement attesting to his/her fitness for work.

Team members who are on an approved leave of absence may not engage in any form of self-employment or perform work for any other employer during that leave, except when the leave is for military service or when the employee has received prior written approval by the Company.

### **FAMILY & MEDICAL LEAVE (FMLA)**

The Company recognizes that certain events may require you to take time off from your job. The Family Medical Leave Act (FMLA) is intended to provide you with time to care for yourself and your family member(s). This policy offers team members a short-term leave of absence as outlined below when the team member is unable to work for more than three (3) consecutive calendar days or intermittently for any of the following reasons:

- *Incapacity due to pregnancy, prenatal medical care or child birth;*
- *To care for the team member's child after birth or placement for adoption or foster care;*
- *To care for the team member's spouse, son or daughter, or parent, who has a serious health condition;*
- *Serious health condition that makes the employee unable to perform the employee's job;*
- *Qualifying exigency related to a spouse, son, daughter or parent on active duty or called to active duty status in the National Guard, Reserves or Active Duty Service in support of a contingency operation; or*

- *To care for a spouse, child, parent or next-of-kin who is a covered service member (Eligible team members may take up to 26 weeks to care for an injured service member);*

### ***Eligibility Requirements***

Team members are eligible for FMLA if they have worked for the Company at least 12 months, have worked at least 1,250 hours over the previous 12 months, and work at a work site with at least 50 team members within 75 miles. For the purpose of this policy, the leave year is based on a rolling 12-month period, which is defined as a 12-month period beginning on the date the team member first takes leave (FMLA or returning from a work-related injury) for any of the reasons set forth previously. Any time used in the previous twelve-month period due to a work-related injury, i.e. Worker's Compensation, will be deducted from the amount of eligible FMLA time.

### ***Use of Leave***

A team member may, but does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when certified as medically necessary. When possible, a team member is expected to schedule all intermittent leaves to minimize any disruption to business operations.

Team members applying for an intermittent leave must also complete the Request for Leave of Absence Form and Physicians Certification Form (supplied by Human Resources). If you require an intermittent leave, the Company may temporarily transfer you to an alternative position with equivalent pay and benefits to better accommodate your request and the Company's business needs.

### ***Team Member Responsibilities***

An eligible team member must give the Company at least thirty (30) days' notice of his/her intent to take leave under FMLA. If the team member is unable to provide such notice because the need for leave is not foreseeable, then the team member must give as much notice as practicable. In the event of an unforeseen medical emergency, the team member will have fifteen (15) calendar days from the date the FMLA leave began to provide supportive documentation, certifying the need for the leave, excusing all missed work days, and justifying that the leave was unforeseen and/or an emergency. Any team member failing to provide such notice may be delayed in receiving authorization or denied FMLA Leave. Team members who are on an approved leave of absence may not engage in any form of self-employment or perform work for any other employer during that leave, except when the leave is for military service or when the employee has received prior written approval by the Company.

Team members also may be required to provide a certification and periodic recertification supporting the need for leave. The Company may require a second and/or third medical opinion at the Company's expense. Documentation confirming family relationship, adoption or foster care may be required. If notification and appropriate certification are not provided in a timely manner, approval for leave may be denied. Continued absence after denial of leave may result in disciplinary action in accordance with the Company's attendance guideline. Team members on leave must contact the Human Resources Department at least two business days before their first day of return.

Team members applying for a FMLA Leave of Absence must provide the Company with a Leave of Absence Request Form and Physicians Certification Statement (if due to a health condition). The forms may be obtained from your Manager or your Human Resource Department.

All requests made at the store level must be directed immediately to the Human Resources Department. FMLA Leave(s) may only be approved by the Human Resources Department.

### ***Definition of Serious Health Condition***

"Serious Health Condition" shall be defined as such a condition that the injury, illness, impairment, or physical or mental condition requires inpatient care in a medical facility or continuing treatment by a healthcare provider. These terms are construed by the Company according to applicable Federal laws and regulations.

### ***Military Family Leave Terms***

"Qualifying exigencies" may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

A "Covered Service Member" is a veteran or a current member of the US Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty within a five (5) year period. Contact HR for the definition of a five (5) year period. The injury or illness must render the service member medically unfit to perform his or her military duties and require him or her to undergo medical treatment, recuperation, or the injury or illness places the service member on outpatient status or the temporary disability retired list.

### ***Exceptions***

Where both spouses are eligible for FMLA leave, and are employed by CraftWorks Restaurants & Breweries Group, Inc., the spouses are then limited to a combined total of 12 weeks of leave during any 12 month period, if the leave is taken for the birth of the team members' child



or to care for the child after birth, for placement of a child with the team member for adoption or foster care or to care for the child after placement, or to care for the team member's parent with a serious health condition. The combined total of 12 weeks of leave during any 12 month period applies even when the spouses are employed at two different worksites located more than 75 miles from each other. However, if one spouse is ineligible for FMLA leave, the other spouse may be entitled to a full 12 weeks of FMLA leave.

### ***Compensation for FMLA Leave***

FMLA is an unpaid leave. However, as allowable by law, a team member will be required to use all unused earned vacation time for approved FMLA leave. Such paid leave will be counted toward the team member's twelve (12) weeks of FMLA leave granted per twelve-month period and must be exhausted at the commencement of the leave. Holidays that occur during a full week of unpaid leave will count against the team member's leave entitlement and are unpaid.

### ***Continuation of Benefits***

During FMLA leave, the Company maintains the team member's Medical/Dental/Vision/Life Insurance coverage under any group health plan on the same terms as if the team member had continued to work. Team members must continue to pay their portion of any insurance premium while on leave. Premiums must be sent to the Human Resources – Benefits Department and post marked by the 1st of each month. If the team member is able, but does not return to work after the expiration of the leave, the team member may be required to reimburse the Company for its portion of insurance premiums during leave. This also applies to leave accommodations made in accordance with ADA.

### ***Return to Work***

When the FMLA leave is for a team member's own serious health condition, the team member may be required to submit an additional medical update regarding their condition after thirty (30) days of leave.

Upon return to work, the team member must supply a Fitness for Duty Certification from the healthcare practitioner stating the team member's ability to return to work. Team members may not be allowed to work until providing this release.

Team members returning from leave for any reason should provide notice to Human Resources at least two (2) business days prior to their first day of return. Failure to provide notice as required may result in a delay in your return.

### ***Job Security***

An eligible team member who takes a FMLA Leave and returns to work before his/her FMLA expires, will be restored to a position he/

she held when the leave commenced, or to an otherwise equivalent position with respect to pay benefits, and other terms and conditions of employment, unless the team member would no longer have been employed in such a position had the team member not taken such leave, or if the position was eliminated. A team member who fails to return to work at the exhaustion of his/her FMLA Leave will be considered to have voluntarily terminated his/her position with the Company.

## **GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)**

It is the Company's intent to comply with the Genetic Information Nondiscrimination Act of 2008 (GINA) which prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. Please contact Human Resources if you have questions concerning GINA.

## **ADDITIONAL LEAVE PROVIDED UNDER STATE LAWS**

Certain State laws, such as those in California, contain additional family and medical leave provisions. Ask your Manager or Human Resources Representative whether additional State laws apply to your situation.

## **PARENTAL LEAVE**

Salaried employees may be granted one (1) week of regular paid time off (based on your normal weekly pay at the onset of leave) upon the birth or adoption of your child. This time off should be taken immediately following the birth or adoption of your child. If excess time is required please refer to the Family Medical Leave guidelines. Parental leave may run concurrently with other qualifying leaves.

## **MILITARY LEAVE**

The Company offers Military Leave for up to five (5) years for those team members that serve in the Uniformed Services, in accordance with Federal law. Team members who are in the Reserves or National Guard and are called for active or inactive duty, or training will not be required to exhaust vacation time. The Company will compensate team members on military leave the difference between military pay (not including travel or subsistence allowances) and company pay, up to 30 days per year. Proof of military payment may be requested for compensation purposes; company pay will be figured on a weekly average.

### ***Eligibility***

An eligible team member is defined as any part time or full time team member of the Company that is enlisted in any branch of Uniformed Services and called by that branch to active or inactive duty or training.

### ***Notification Requirements***

The team member must provide advance written notice to a member

of management unless giving notice is impossible, unreasonable, or precluded by military necessity. Notice may be provided by the team member or by an appropriate officer of the branch of service in which the team member will be serving.

### ***Reinstatement***

Once a team member's service has ended he/she should inform the Company as soon as possible that he/she wants to be reinstated. Team members must report back to work in accordance within these guidelines:

- *For a leave of 30 or fewer days, report back to work on the first regularly scheduled workday after completing military service, allowing for travel time, or as soon as possible if reporting on the first regularly scheduled work period is impossible or unreasonable through no fault of the returning team member.*
- *For a leave of 31 to 180 days, request reinstatement within 14 days after military service ends or as soon as possible if doing so is impossible or unreasonable through no fault of the returning team member.*
- *For a leave of 181 days or more, request reinstatement within 90 days after military service ends or as soon as possible if doing so is impossible or unreasonable through no fault of the returning team member.*

The Company may require the team member to provide documentation that 1) the request for reinstatement is timely; 2) the leave has not exceeded the five year limit; and 3) the separation from military service was not disqualifying. The team member will be reinstated to the same or similar position they would have attained, with the same seniority, status and pay, as well as other rights and benefits determined by seniority.

### ***Continuation of Insurance Benefits***

The Company will maintain the team member's current insurance benefits during the eligible team member's period of Military Leave for up to 31 days. The team member would be required to make regular premium contributions during this timeframe. Failure to pay such premiums during the leave may result in termination of insurance coverage. Team members on leave beyond 31 days will be eligible for COBRA coverage for up to 24 months, which requires paying up to 102 percent of the full premium.

Upon returning from military service, insurance benefits will be reinstated without any waiting period or exclusion for preexisting conditions, other than what has been applied ordinarily. This rule will not apply to the coverage of any illness or injury determined by the Secretary of Veterans Affairs to have been incurred or aggravated during the team member's performance of military duty.

## **HOLIDAYS**

Salaried Operations Managers receive two paid holidays a year – Thanksgiving Day and Christmas Day. Due to business needs, some Operations Managers may not be able to take these holidays on the actual day or in the applicable work week. In these cases, Operations Managers will be given a day off at another time. This day must be approved by the Regional Manager and taken within a reasonable amount of time. Holidays do not accumulate or carry over to the next year and will not be paid out upon separation from employment with the Company.

The Restaurant Support Offices will be closed for the following holidays\*:

*New Year's Day*  
*Memorial Day*  
*July 4th*  
*Labor Day*  
*Thanksgiving Day*  
*Day after Thanksgiving*  
*Christmas Day*

\*Additional days may be added at the discretion of the Company. If the holiday is on a Saturday, the preceding Friday will be substituted for the holiday. If the holiday is on a Sunday, the following Monday will be substituted for the holiday. The holidays listed will be paid at the employee's regular rate of pay at the time of the holiday. To be eligible for holiday pay, team members must work their regularly scheduled shift the day before and after the holiday, unless pre-approved by his/her manager. Due to business needs, some departments may be required to work on a holiday. In these rare cases, team members who work on the holiday will be given a day off at another time. This day must be approved by the manager and taken within a reasonable amount of time.

## **PERSONAL TIME OFF (PTO)** ***(Restaurant Support Offices Only)***

The Company offers personal time to Home Office team members in order to accommodate time off from work for personal reasons.

### ***Eligibility***

Each full time team member will receive the equivalent of four (4) - eight (8) hour days (32 hours) upon hire. Each part time team member will receive their personal days on a prorated basis.

*Example:*

*A team member working 24 hours per week will receive 19.2 PTO hours (24-hr work week/40-hr work week x 32 PTO Hrs.)  
(or  $24/40 \times 32 = 19.2$ )*

## **General Policy**

Salaried Non-Exempt and Exempt RSO team members may use PTO in one (1) hour increments after paid vacation time is exhausted. All personal time must be approved by the team member's manager and reported to payroll as used. PTO is paid at the team member's rate of pay when the time is used. PTO is awarded on the team member's service anniversary date (or adjusted date if applicable). Personal time does not accumulate or carry over to the next service year and will not be paid out upon separation from employment with the Company. Once a notice of resignation is given, PTO time is no longer allowed and cannot be used during the notice period.

Failure to report used personal time may result in disciplinary action up to and including termination.

## **VOLUNTEER TIME OFF (VTO) (Restaurant Support Offices Only)**

The Company recognizes the value of volunteering in the community. To encourage volunteer efforts, salaried RSO team members are given sixteen (16) hours of paid volunteer time annually. Eligible volunteer opportunities include both CraftWorks Foundation approved events and charitable events with agencies covered under Section 501c (3) of the IRS code.

## **VACATION (Salaried Team Members Only)**

The Company has developed a Vacation Policy for Salaried Exempt and Salaried Non-Exempt team members. The length of vacation is determined by the length of the team member's continuous eligible service as outlined below:

*After 6 months of continuous service .....1 week/ 40 hours  
(\*must be used before anniversary date)*

*After 1 year of continuous eligible service .....2 weeks/ 80 hours*

*After 5 years of continuous eligible service .....3 weeks/ 120 hours*

*After 10 years of continuous eligible service .....4 weeks/ 160 hours*

## **General Policy**

To develop a balance in your personal life, the Company encourages you to use all of your vacation each year. All vacation requests should be submitted for management approval a minimum of thirty (30) days prior to the start of the vacation. Although we try to grant each request for vacation, we also must have enough workers to meet our day-to-day needs which at times could mean that we might not be able to approve every vacation request. At the discretion of management, required notice may be reduced for extenuating circumstances.

Vacation Time must be exhausted before the use of PTO (RSO team members only).

Team members may take vacation in one (1) hour increments. Vacation taken will be paid at the current rate of pay. Pay in lieu of vacation is not permitted.

Team members are required to take their vacation during the 12-month period following completion of the service year. Except where prohibited by State law, vacation time cannot be carried over and/or accumulated. In States where forfeiture is prohibited by law, accrual of unused vacation will be capped at 1.5% of the maximum for that particular anniversary and vacation will not be granted until the unused hours fall below the cap.

As allowable by state law, all vacation hours will be exhausted at the commencement of a leave of absence (refer to Leave of Absence section). Vacation time granted while a team member is on a leave of absence may be used during the leave.

Team members may be required to use vacation time to cover any absence from work. Once a notice of resignation is given, vacation time is no longer allowed and cannot be used during the notice period.

### ***Newly Promoted***

Team members who are promoted from hourly to salaried positions will be granted one week (40 hours) of vacation to be used between six (6) months and one year in the salaried position. After one year in the salaried position the team member will follow the schedule above based on the promotion service date. The Promotion Date into the management position becomes the new Service Date.

### ***Vacation Payout Policy***

Upon separation, all unused vacation time will be paid out on the team member's final check. If a team member changes from a salaried position to an hourly position, all unused vacation will be paid out on the team member's final salaried paycheck.

## **STATE SPECIFIC LEAVE**

Certain States laws, such as those in California, Colorado, D.C., Hawaii, Maryland, New York and Oregon, contain additional leave provisions. Please ask your Manager or Human Resources whether a State law applies to your situation.

## **VOTING**

Generally, you are expected to vote before or after working hours. In the event of extenuating circumstances, you can ask your Manager for time off during the workday to vote, as per State law.

## **JURY / WITNESS DUTY**

You will be granted time off from work to serve on a jury or if called as a witness in a civil or criminal trial. Upon receipt of the notice to serve jury duty or as a witness, you should supply a copy of the notice to your Manager immediately. During Jury Duty, the team member is paid in accordance with State regulations. If Jury Duty pay is greater from the State than it is from the team member's regular base pay or minimum wage, no reimbursement is due from the Company. When court is not in session or your attendance is not required, you must report for your regularly scheduled shift.

## **BEREAVEMENT**

In the event of a death of a family member, salaried team members will be granted paid time off to arrange for or attend funeral services as follows: up to three (3) paid workdays for an immediate family member and one paid workday for a near relative. Hourly team members will be granted up to three (3) unpaid workdays for immediate family members and one unpaid workday for near relatives. Your Manager may approve additional unpaid time off based on needs.

Immediate family members include spouses, parents, children, siblings, spouse's parents, grandparents, grandchildren, legal guardians, step-family members or any relative who resides in a team member's home. Near relatives include aunts, uncles, cousins, nieces and nephews, spouse's grandparents and other close relatives.

If you have the need for bereavement leave, you must notify your Manager as soon as possible in order to accommodate your work schedule accordingly.

## **BENEFITS**

### **INSURANCE BENEFITS**

Your benefits are an important part of your total compensation. The general descriptions below are only intended to be a quick reference and does not change, expand, or otherwise interpret the terms of the plans or programs described below. More detail about specific benefits can be found on the Self Service Portal or can be obtained from Human Resources. Team members can sign up for updates from the Benefits Department by text\* or through social media outlets such as Twitter (@craftperks)

The Company's comprehensive benefits package includes a number of different plans for eligible hourly and salaried team members. Most premiums in our benefits package are deducted from your paycheck "pre-tax" and are subject to Section 125 of the IRS Code. When you meet the Company's eligibility requirements you will receive an eligibility

notification at your home address (or email address if supplied) that will further explain how to complete the enrollment process. Contact the Benefits Department if you have any questions regarding the CraftWorks Benefit Plans and our eligibility/enrollment process.

\*To sign up for text alerts, text the word “craftperks” to 90210. Standard text/data rates apply. There will be no more than 5 text messages a month.

The following plans are currently offered:

***Full Time Medical/Vision Insurance Plan*** – provides medical and vision insurance for full-time team members and their eligible dependents at group rates. Prescription drug coverage and vision are included with the medical plan but are not necessarily provided by the same carrier. Hourly team members must work a minimum of thirty (30) hours per week for six (6) months in order to qualify. To maintain coverage, hourly team members must average at least twenty-five (25) hours per week. Salaried team members must work a minimum of thirty (30) hours per week and are eligible the first of the month following one (1) month of employment. To maintain coverage, salaried team members must average at least twenty-five (25) hours per week. You must enroll within thirty (30) days of your eligibility date or you will not receive benefits. The Company may require surcharges on benefit premiums for certain conditions. Additional “wellness” benefits are included at no additional cost to you. Participants should register for cost and quality/service tools through the carrier’s website.

***Dental Insurance Plan*** – provides dental insurance for full-time team members and their eligible dependents at group rates. Hourly team members must work a minimum of thirty (30) hours per week for six (6) months in order to qualify. To maintain coverage, hourly team members must average at least twenty-five (25) hours per week. Salaried team members must work a minimum of thirty (30) hours per week and are eligible the first of the month following one (1) month of employment. To maintain coverage, salaried team members must average at least twenty-five (25) hours per week. You must enroll within thirty (30) days of your eligibility date or you will not receive benefits.

***Flexible Spending Account*** – provides a pre-tax payroll deduction plan for certain childcare costs and healthcare costs not fully covered by your medical and/or dental plan, which may include certain non-prescription items. Hourly team members are eligible after working a minimum of thirty (30) hours per week for six (6) months; salaried team members must work a minimum of thirty (30) hours per week and are eligible on the first of the month after one (1) month of employment.



**401k Retirement Plan** – provides a voluntary savings opportunity for retirement to our eligible team members. Eligible team members must be twenty-one (21) years of age, have worked for the Company one (1) year and have 1,000 hours of service. See Employee Benefits Menu on the Self Service Portal for details on the Company match.

**Employee Assistance Program (EAP)** – provides confidential personal assistance to all team members and their dependents 24 hours a day, 7 days a week. The EAP program can be contacted by calling 1-800-424-4039. All team members are eligible on date of hire.

### **ADDITIONAL BENEFITS (Salaried Team Members Only)**

All salaried team members are eligible for the following benefits the 1st of the month following one (1) month of employment:

**Basic Life Insurance** – provides basic life insurance in the amount of one times your annual salary up to \$200,000. The Company pays the full cost of the insurance (no election is necessary)

**Short-Term Disability (STD) Plan** – designed to cover the first 90 days of a qualified disability. STD benefits begin after you have been disabled for 14 consecutive days and provide a taxable benefit of 60% of your base salary. A medical certification (physician's statement) is required before any payment is distributed. The Company pays the full cost of this coverage.

**Long-Term Disability (LTD) Plan** – designed to begin after you are unable to return to work after 90 days due to long term partial or total disability. The plan will pay 60% tax free of base salary up to \$10,000 a month. This benefit is coordinated with Social Security, Workers Compensation, etc. and benefits are payable as long as you remain disabled until you reach the social security normal retirement age. The Company pays the full premium for this coverage. Team members are responsible for the tax on the premium in order to receive full benefit without taxes at time of disbursement.

**Supplemental Life Insurance** – team members can purchase from 1 to 5 times their annual salary to a maximum of \$500,000 of additional life insurance coverage. Spouse and child coverage is available. Certain conditions apply.

**Voluntary Accidental Death and Dismemberment Insurance** – provides insurance coverage in the case of any accidental death or dismemberment. Spouse and child coverage is available. Certain conditions apply.

**Critical Care/Cancer/Supplemental Disability-** provides insurance coverage in the case of cancer diagnosis or hospital confinement. Benefits provided in addition to any medical coverage. Premiums are paid 100% by team members through payroll deductions.

## STATUS CHANGES

To change your benefit coverage when a qualified family status change occurs, ***you must notify the benefits department within 30 days of the qualifying event.*** Most status changes can be made through the Self Service Portal by logging in and clicking on “Report an Event”. Status changes are defined by the IRS as – marriage, divorce, birth, adoption, loss of spouse coverage, loss of child’s dependent status and change from hourly to salary or vice versa. In the event you have a status change, you will be required to supply proof of the reason for the status change such as a copy of the birth certificate, marriage license, etc. Failure to supply required documentation will delay coverage. Adding dependents during the plan year may result in retroactive premiums being deducted since coverage is effective the date of the event.

## OPEN ENROLLMENT

You will have the opportunity to make changes to your existing benefit plans or to enroll in to the plan(s) for the first time, once eligible, once a year during the CraftWorks’ Annual Open Enrollment Period. Once you are enrolled in the CraftWorks’ Benefit Plans, you cannot cancel your coverage until the next Annual Open Enrollment Period unless you have a Status Change as outlined above.

## REINSTATEMENT OF COVERAGE

If a team member’s employment is reinstated within thirty (30) days of the date of termination, benefits coverage (not including FSA) may also be reinstated. For more information, please contact the Benefits Department.

## LOSS OF COVERAGE DUE TO LACK OF HOURS

For team members to become eligible for benefits coverage they must work an average of at least thirty (30) hours per week for the entire time period preceding the eligibility date. Eligibility reviews are conducted twice a year to audit the previous six (6) month period to determine ongoing eligibility. To remain eligible for benefits coverage, team members must maintain no less than twenty-five (25) hours per week average. Notification will be sent to team members who are falling below the required minimum every 90 days to allow time to increase hours prior to the 6 month audit. If it is found during the audit that a team member falls short of the average, coverage will be lost and COBRA will be offered. The team member will not be able to enroll again until the next Open Enrollment period or at the time of a family status change provided that the team member meets the weekly average eligibility requirements.

**The only exceptions to this policy are medically documented leaves of absences including FMLA, Workers Compensation Incidents, and documented Military obligations.**

## **COBRA**

If there is a loss in insurance coverage, benefits coverage for you and any of your enrolled dependents will end on the last day of the month in which you are no longer eligible. You and your dependents will have the option of continuing your group health coverage for a designated period of time, as required by COBRA (Consolidated Omnibus Budget Reconciliation Act of 1986) law. For additional information regarding COBRA benefits, you should contact the Human Resources - Benefits Department.

## **CHANGES IN BENEFICIARY INFORMATION**

Your beneficiary information is a vital piece of data in the event a claim is filed. Entities or individuals designated as your beneficiary will receive proceeds from your 401(k) Plan and Life Insurance Plan in the event of your death. It is a good practice to review/change this information when you experience a qualifying event.

In the event that you need to change your beneficiary designations to your Life Insurance or 401(k) plan(s) you may do so by accessing the benefit area of the Self Service Portal or by contacting Human Resources for the appropriate forms.

## **WORKERS COMPENSATION, UNEMPLOYMENT AND SOCIAL SECURITY**

It's the Company's policy to ensure that any injured team member receives all benefits due. We pay the full cost of Worker's Compensation and Unemployment Insurance and share Social Security costs with you. If you become injured on the job, notify your Manager immediately.

# **PERFORMANCE MANAGEMENT** .....

## **INTRODUCTORY PERIOD**

The first 90 days of your employment are a time for you to learn the various aspects of the job and the culture of the Company. This initial period is recognized as your Introductory Period. During this time, your Manager will evaluate your job performance, conduct and dedication to guest satisfaction. Your Manager may also formally review and evaluate your overall performance to determine suitability for the job. Your introductory period may be extended at the discretion of management or reinstated at any time during your employment.

Completion of the Introductory Period does not alter your "At Will" employment status.

## **ATTENDANCE**

Regardless of your position with the Company your punctuality and regular attendance are essential for efficient operation of the business.

Late arrival, early departure or other absences are disruptive and must be avoided. You are expected to be in proper uniform, clocked in and at your workstation by the time you are scheduled to begin work and remain at work for your entire shift or until released by your Manager.

If you are ill or otherwise unable to meet your work schedules, you must contact a member of management and provide a reason for your absence. This should be as soon as possible but no later than three (3) hours before the start of the shift. You must contact your Manager personally; having family or friends contact your Manager or leave a message is unacceptable and would only be warranted in emergency situations where you are unable to call. Some work locations require certain team members to also release the shift missed through HotSchedules. Please ask your manager if you work in one of these locations or positions. Your manager may use his/her discretion when determining whether your absence is excused.

Some work locations may have black-out dates when absences will not be excused. Your manager will notify you of such dates when applicable.

If you are absent in excess of three (3) shifts, you may be required to present a doctor's statement before returning to work. The doctor's statement must include: (1) the dates you were unable to work and (2) the date you are released for work. If you have been informed that a doctor's statement is required, you will not be placed back on the schedule until such statement has been submitted.

Individuals with disabilities may be granted reasonable accommodation in complying with these policies if doing so does not cause undue hardship to the Company. However, regular attendance and promptness are considered part of each team member's essential job functions.

Managers should notify HR of any team member who is absent from work for three (3) or more consecutive shifts.

## **VOLUNTARY RESIGNATION/JOB ABANDONMENT**

If you leave Company premises during your working shift without permission from your Manager or fail to report to work without calling prior to your shift start time for three (3) consecutive shifts, you will be deemed to have abandoned your job and therefore, voluntarily resigned.

## **REHIRE POLICY**

Team members are deemed eligible for rehire if they have left the Company on good terms and met reasonable performance standards during their tenure. Former team members whose employment ended

involuntarily are generally not eligible for rehire without prior approval from the VP of Operations and Human Resources or unless otherwise required by law.

Team members rehired in violation of this policy are subject to immediate termination at the discretion of the Company.

## **PERSONAL CODE OF CONDUCT**

Your conduct is a major factor affecting the health and growth of the Company. It is also an important aspect of the Company's image within the community. While it is impossible to list all the specific forms of behavior that are considered unacceptable in the workplace, the following is a partial list of prohibited behavior and conduct:

- *Harassment/Discrimination, unlawful harassment and/or discrimination, or any other unlawful or unwelcome conduct. Supervisors failing to timely report all claims of harassment, discrimination, retaliation or workplace violence to Human Resources or upper level management.*
- *Threatening behavior such as acts of terror of any kind, including, but not limited to, bomb threats or bio-terror acts. Using obscene, abusive language or gestures; coercion, intimidation or threatening violence against guests, supervisors or fellow team members on property owned or occupied by the Company, while on company business or at a company- sponsored event.*
- *Possession of dangerous or deadly weapon(s) on property owned or occupied by the Company, while on company business, or at company-sponsored events.*
- *Provoking a fight or fighting or participating in horseplay or practical jokes on property owned or occupied by the Company, while on company business or at a company- sponsored event.*
- *Creating, causing or participating in a disruption of any kind or acting in an unprofessional manner in the workplace or on property owned or occupied by the Company while on duty or otherwise seen as a representative of the Company.*
- *Creating an unsafe work environment or violating company safety standards.*
- *Falsification, omission of information, or providing misleading information when applying for employment or at any time during the employment relationship.*
- *Altering or falsifying employment time records, either yours or that of another employee, or causing another person to do so. Failure to follow proper timekeeping procedures such as, failure to clock in and out for hours worked and working overtime without management approval.*

- *Theft (unauthorized removal), misappropriation (unauthorized storage, transfer or utilization) or excessive, unnecessary or unauthorized use of property belonging to CraftWorks, a property owner or management company with which CraftWorks conducts business, or a guest or another team member. Company property includes but is not limited to time, equipment, supplies, food, drink, cell phones, computers, Internet service, credit cards, telephones, First Time Guest or other discount cards and marketing/promotional items such as Passport Cards.*
- *Failure to maintain the confidentiality of company, guests, or team member information.*
- *Committing any illegal or improper act or being convicted of a crime that affects the team member's relationship with his/her job, fellow employees, supervisors, guests or the Company. Team members must notify a member of management or Human Resources within 48 hours of an arrest or conviction.*
- *Committing a fraudulent act or breach of trust or otherwise acting in an unethical manner.*
- *Insubordination or other disrespectful conduct. Failure to follow management instructions.*
- *Failure to participate in a company investigation.*
- *Failure to meet the performance standards as prescribed in team member training, including "Every Guest, Every Time" and "TRUST".*
- *Immoral, indecent or immature conduct, including but not limited to soliciting persons for immoral reasons, or aiding/abetting such conduct.*
- *Abusing benefits or privileges provided by the Company, including but not limited to QAP/meal cards, paid and unpaid medical and bereavement leave.*
- *Abusing, defacing or destroying company property, or that of a guest, another team member or a property owner with which CraftWorks conducts business.*
- *Slandorous activities: making, publishing or distributing false, vicious or malicious statements concerning a guest, team member, manager, the Company or individual, either directly or indirectly related to the conduct of company business.*
- *Substance related misconduct; reporting for work under the influence of intoxicants or illegal drugs; drinking alcoholic beverages, using illegal drugs, using drugs illegally or possessing/distributing/selling of same on property owned or occupied by the Company, while on company business or at a company-sponsored event.*
- *Failure to report properly when absent.*

- *Unexcused and/or excessive absenteeism or tardiness.*
- *Stopping work early without permission; leaving work area without permission from a member of management or otherwise failing to observe working schedules, including meal and rest breaks.*
- *Failure to follow Uniform and Appearance standards while on the job.*
- *Solicitation by a team member of another team member while either is on work time, including, without limitation, distributing advertising materials, handbills or printed/written literature in CraftWorks work areas, and the sale of lottery tickets or merchandise.*
- *Smoking or eating in unauthorized areas.*
- *Unauthorized use of parking facilities, including those intended for team member and guest use.*
- *Unauthorized presence on the premises.*
- *Unauthorized presence on the premises, including but not limited to presence in the restaurant after hours, off-duty.*

We expect you will at all times meet the Company's expectations related to behavior and conduct. Team members who exhibit any of the above behaviors; as well as engage in any other conduct deemed unacceptable are subject to disciplinary action up to and including termination of employment with or without an opportunity for disciplinary action.

## **PERFORMANCE IMPROVEMENT / PROGRESSIVE DISCIPLINE POLICY**

CraftWorks Restaurants & Breweries Group, Inc. maintains a firm yet fair disciplinary policy. The objective of performance improvement action is to provide a corrective measure to ensure future conduct and/or performance is at an acceptable level.

If team members neglect their duties or violate established policies, rules and procedures, they subject themselves to disciplinary action, which may include:

- *Verbal Warning*
- *Written Warning*
- *Final Warning (with or without suspension)*
- *Termination*

Other types of discipline may include demotion, suspension and/or reduction in pay. In determining appropriate discipline, the severity of the conduct and previous disciplinary actions may be considered. Because each employment issue is different, management has the

discretion to skip one or all of the steps mentioned above if the circumstances warrant. CraftWorks may choose to impose stricter discipline including immediate termination, one or more types of discipline or disciplinary action other than the actions listed above. The fact that the Company has or has not utilized any of these actions does not set any precedent or constitute a waiver by the Company of any of its rights and should not be relied upon in future disciplinary situations by any team member. This process is subject to change at any time without notice or cause at the discretion of CraftWorks, should not be considered an employment contract and does not change your "At Will" status.

## **PERFORMANCE EVALUATION**

Discussions between your Manager and you may provide you with valuable information. Regular, open communication where you discuss items such as your strengths and weaknesses, conduct and performance expectations and ideas for improvement should be ongoing and will help you succeed. We encourage you to regularly seek this communication with your Manager and openly consider the feedback you are given, rather than waiting for a formal evaluation.

Performance evaluations are often the basis for merit increases however, an evaluation does not guarantee you will receive a pay increase, promotion or any other benefit provided by the Company, including continued employment. Performance evaluations will be completed as determined by the Company but will likely occur once per calendar year. Merit/pay increases will be given as determined by the Company but will occur no more than once per year.

## **COMMUNICATION** .....

### **OPEN DOOR POLICY**

As a member of CraftWorks Restaurants & Breweries Group, Inc., we encourage you to take advantage of our Open Door Policy. The Company respects your rights and strongly strives to remain union free in addition to maintaining an atmosphere free from third party involvement. Therefore, we encourage you to go to your Manager with any questions or concerns you may have because your Manager is in the best position to respond quickly and give the most informed response. If you are not comfortable speaking with your Manager, please feel free to speak with any member of the management team. If you are not comfortable talking to any member of your management team or if you have discussed your concerns with your Manager but do not feel there has been adequate resolution, you should then contact the Human Resources Department.

### **REPORTING CONCERNS OR COMPLAINTS**

Any team member who witnesses or is subject to inappropriate



conduct in the workplace is encouraged to bring this conduct to the attention of a manager or the Human Resources Department. Any member of management, who receives a complaint about, hears of, or witnesses any type of inappropriate conduct is required to immediately notify either their Manager or Human Resources Department.

Inappropriate conduct includes any conduct prohibited by our policies that have been outlined in this Handbook such as Discrimination, Harassment, Health & Safety Issues, Drugs & Alcohol violations, committing a fraudulent or illegal act, etc. It is expected that team members will make a timely complaint to enable the Company to promptly investigate and correct any behavior that may be violation of policies.

CraftWorks Restaurants and Breweries Group, Inc. partners with a company called EthicsPoint, Inc., a comprehensive reporting tool, to assist management and team members to work together to confidentially address misconduct in the workplace. EthicsPoint offers team members the ability to report issues or concerns confidentially and anonymously via the Internet at [www.cwtapline.com](http://www.cwtapline.com) or by phone at **1-888-856-7625**. The system can accommodate both English and Spanish speaking team members.

Complaints are treated with sensitivity and are kept as confidential as possible. Human Resources will promptly investigate the matter. Team members that may have information regarding the complaint may be interviewed and full cooperation from all parties is expected. If the Company determines that a team member's behavior is in violation of company policy, appropriate corrective action will be taken against the offending team member, up to and including termination of employment. The results of an investigation and what corrective action was taken will be communicated to the complainant and all who have the need to know or that were directly involved.

## **ARBITRATION POLICY**

If you and the Company have a legal dispute regarding your employment that cannot be resolved by mutual discussion between us, we each agree to resolve that dispute through binding arbitration before an arbitrator experienced in employment law.

**Scope.** This agreement to arbitrate includes any disputes that the Company may have against you, and any disputes that you may have against the Company or any of its employees, supervisors, managers or agents, arising out of or relating to your employment, including but not limited to (1) any claims of discrimination, harassment or retaliation, (2) violation of any federal, state or local law, (3) any claims relating to your wages, compensation, training, or terms and conditions of employment, and (4) any claims relating to the termination of your employment. The arbitration shall be the exclusive and binding

remedy for any such dispute and shall be used instead of any court action (including jury trial), which is hereby expressly waived. This agreement does not apply to (1) claims for workers' compensation benefits (except for claims for workers' compensation discrimination or retaliation), (2) unemployment insurance benefits, (3) claims arising under the National Labor Relations Act or falling within the jurisdiction of the National Labor Relations Board, (4) claims before a state or federal administrative agency, or (5) any request by either party for temporary or preliminary injunctive relief pending arbitration in accordance with applicable law.

**Rules.** The arbitration will be conducted in accordance with the then current JAMS Employment Arbitration Rules & Procedures, which are available at [www.jamsadr.com](http://www.jamsadr.com) or upon request from Human Resources or the then current AAA Labor Arbitration Rules, which are available at [www.adr.org](http://www.adr.org) or upon request from Human Resources, and the substantive laws of the state in which you principally work. The arbitration will be conducted in Denver County, Colorado or Hamilton County, Tennessee, unless otherwise mutually agreed.

**Costs.** While the Company will pay for certain arbitration costs, you must pay for any JAMS Case Management or AAA Initial Filing fees at the time you file your claim and other costs of arbitration as dictated by the Employment Arbitration Rules of either arbitration company, including but not limited to your attorney fees.

**No Class Claims.** All claims and disputes subject to this agreement must be brought in each party's individual capacity, and not as a plaintiff, class representative, or class member in any purported class, collective or representative proceeding. Once appointed, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of class or representative proceeding.

**Arbitrability.** All questions and disputes regarding arbitrability shall be determined in accordance with the Federal Arbitration Act, 9 U.S.C. Sections 1-16, and the arbitrator shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this agreement including, but not limited to, any claim that all or any part of this agreement is void or voidable. If any part of this agreement is found to be unenforceable, the other parts shall remain fully valid and enforceable.

## **CraftWorks Restaurants & Breweries Group, Inc. Handbook**

### **ACKNOWLEDGEMENT OF RECEIPT**

I have received a copy of the 2014 CraftWorks Restaurants & Breweries Group, Inc. Handbook. I understand I am to become familiar with the contents of the Handbook as it outlines company policies. If I have questions, I understand that I should talk to my Manager and/or the Human Resources Department.

#### **Further, I understand:**

- ***Since my employment is AT-WILL, I have the right to end my work relationship with the Company for any reason, with or without advanced notice; the Company has the same right.***
- *The contents of this handbook and any verbal statements of management do not constitute an express or implied contract of employment.*
- *Only the Company's Chief Executive Officer has the authority to enter into any employment agreement for a specified duration. Such agreement will be valid and binding on the Company only if it is expressly set forth in a written document signed by myself and by the CEO of the Company. We have not entered into such an agreement.*
- *This Handbook represents a brief summary of some of the more important company guidelines and it is not all-inclusive. It replaces all previously issued editions.*
- *It is my responsibility to read the aforementioned document. I agree to follow all policies and procedures that are set forth therein. I further agree to abide by the standards set forth in the policy for the duration of my employment with the Company.*
- *The Company retains the sole right to modify, suspend, interpret, or cancel in whole, or in part, any of the published or unpublished company guidelines or practices. The Company can take such actions without advance notice and without having to give justification.*
- *By signing this acknowledgement, I grant and convey to the Company, all right, title and interest in any and all photographic images, video and audio recordings of me made in connection with my employment, including but not limited to, any royalties proceeds or other benefits derived from such photographs or recordings.*

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Team Member Signature

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Team Member Name (Print)

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Date



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# CraftWorks

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