

# Employee Handbook

Revised June

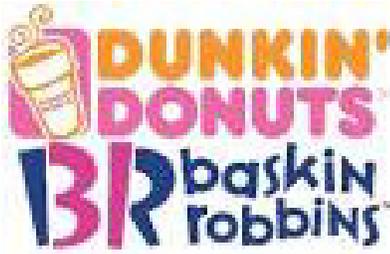
# 2019

**Please Note: This Handbook supersedes all other previous handbooks or policies created, maintained or distributed by Route 65 Management, LLC**

**Route 65 Management, LLC  
Corporate Office  
188 Ayer Road, Suite A  
Harvard, MA 01451**

**THIS HAND BOOK IS NOT A CONTRACT. THE BENEFITS, POLICIES AND PROCEDURES OUTLINED IN THIS HANDBOOK ARE SUBJECT TO CHANGE AT THE SOLE DISCRETION OF THE COMPANY WITH OR WITHOUT NOTICE.**

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## **INTRODUCTION AND WELCOME**

### **Welcome**

We would like to welcome you to the Catalano Family and wish you every success here!

We are proud to be Dunkin Donuts/Baskin Robbins franchisees. Dunkin Donuts is the largest and most successful coffee and donut chain in the world. Baskin Robbins is known worldwide for its 31 flavors. This success is largely due to the extraordinary efforts of the people involved in all facets of our business, people like you! We believe that each employee contributes directly to the Route 65 Management, LLC's growth and success, and we hope you will take pride in being a member of our team.

This employee handbook has been designed to make you feel at home in your new job. Please read it carefully and refer to it often to assist you in answering questions regarding our policies and benefits. Please do not hesitate to ask your Supervisor for clarification of any items you do not understand.

You will find Dunkin Donuts/Baskin Robbins spirit contagious! We are happy to welcome you as a member of our team and know you will find working here a rewarding experience.

### **Purpose of this Handbook**

This handbook has been written to provide guidance to help you get to know more about the Company. Brief outlines of benefits, rules and regulations etc., are contained for review. For more detailed information on any of these subjects, contact your Supervisor. We reserve the right to update this handbook as policies, benefits or expectations change.

The procedures, practices, policies and benefits described in this handbook may be modified, revised, changed, supplemented, or discontinued in whole or in part by the Company from time to time and at any time, without notice. No oral statements or representations can change the provisions of the Employee Handbook.

This handbook is presented only as guidance on the Company's policies. This handbook is not to be understood or construed as a promise or contract of any kind between the Company and its employees.

This handbook and the information in it should be treated as confidential. No portion of this handbook should be disclosed to others, except Company employees and others affiliated with the Company whose knowledge of the information is required in the normal course of business.

Finally, some of the subjects described here are covered in detail in official policy documents. You should refer to those documents for specific information, since this handbook only briefly summarized those benefits. Please note that as to insurance-related benefits, the terms of the written insurance policies are controlling.

### **US Employment Authorization**

In compliance with the Immigration Reform and Control Act (IRCA) of 1986, as amended and any applicable state law requirements, the Company requires all employees to be legally authorized to work

in the United States. All employees must complete and sign Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. If an employee is authorized to work in this country for a limited time period, as required by law, the individual must submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Company. E-Verify is used by the Company to authorize employee work eligibility.

## **Introductory Period**

All new full-time employees are hired subject to a six (6) month “Introductory Period”. This introductory period allows an employee to adjust and adapt to his or her new work situation, while at the same time allowing the supervisor to assess the employees’ ability to meet the demands of the job and function as a team member.

Employment during the Introductory Period, and at all times, is considered at will, meaning that the employee may resign or be terminated with or without cause or notice. The fact that the employee is in an Introductory Period does not guarantee continued employment for the entire Introductory Period, nor does an employee’s successful completion of the introductory period guarantee continued employment for any length of time thereafter. The Company reserves the right to dismiss an employee at any time, including during the Introductory Period, with or without notice or cause.

During the Introductory Period, employees are eligible for all applicable benefits. The Introductory Period is also credited as service time for purposes of determining eligibility for vacation, etc. The six (6) month introductory period will also apply to all newly promoted employees.

## **MISSION STATEMENT**

*The Catalano Team is committed to providing outstanding products and delivering extraordinary service to our guests and community.*

## **GENERAL EMPLOYMENT POLICIES**

### **Equal Employment Opportunity (EEO)**

Our continued success depends on the full and effective utilization of qualified employees. Accordingly, we are an equal opportunity employer and prohibit discrimination in recruiting, hiring, training and promoting applicants and employees on the basis of race, sexual orientation, color, religion, national origin, sex, age, ancestry, veterans status and national guard or reserve unit obligations, genetic information, disability, handicap or any other characteristic protected by applicable federal, state or local law.

Additionally, in accordance with applicable federal, state and local laws protecting qualified individuals with known disabilities, the Company will attempt to reasonably accommodate qualified disabled persons unless doing so would create an undue hardship on the Company. Any qualified applicant or employee with a disability who requires an accommodation to perform the essential functions of his or her job should contact his or her supervisor or Supervisor to request an accommodation.

## **Employment at Will**

Your employment with the Company is at will. This means that you or the Company may terminate your employment with or without cause and with or without notice at any time. Nothing in this handbook or in any document or statement shall limit the right of the Company or the employee to terminate employment at will. No employee or Company representative may enter into any agreement for the employment for any specified period of time or make any agreement, implied or expressed, for employment other than on an at will basis.

This handbook does not constitute a guarantee or contract of employment for any length of time. The Company may at any time and in its sole discretion change the contents of this handbook, including any benefits, policies and procedures.

## **Confidential Information**

Information regarding the Company's customers and personnel must be held in strictest confidence. Under no circumstances may employees discuss the Company's information with a relative, friend, or anyone else outside the Company. Specifically, you are not permitted to make public statements to the press or other news media, which in any way involves the Company, its customers, or its employees. Please direct all questions to your Supervisor.

Protecting the Company's trade secrets, and confidential information is the responsibility of every employee. We all share a common interest in making sure that such information is not improperly or accidentally disclosed. Do not discuss the Company's trade secrets or confidential business with anyone who does not work for the Company. All Company records and information relating to the Company or its customers are confidential, and employees must, therefore, treat all matters accordingly. Information relating to the Company's business operations, including, without limitation, documents, notes, files, records, computer files or other similar materials may not be removed from the Company's premises without permission from the Company, with the exception of those materials employees regularly use in the normal course of business. Additionally, the contents of the Company's business records or information may not be disclosed to anyone, except where required for a business purpose. Employees must not disclose any confidential information, including customer information, to any unauthorized person inside or outside the Company. Employees who are unsure about the confidential nature of specific information must ask their supervisor for clarification. Any employee who discloses the Company's confidential information (either knowingly or unknowingly) in violation of this policy will be subject to disciplinary action, up to and including termination.

## **Personnel Records**

Personnel records are maintained for each employee. To ensure their accuracy, please notify your supervisor of any changes in name, address, telephone number, marital status, emergency contact information, number of dependents or changes in your next of kin and/or beneficiaries. If there is a disagreement about the information contained in an employee's personnel record, the employee and the Company may mutually agree about a correction or removal of the information. If an agreement cannot be reached, the employee may submit a written statement explaining his/her position, which will become part of the personnel record for that employee, along with the original information. The Company complies with state law requirements regarding employee notice when certain types of negative information are placed in a personnel file.

Employees who submit a written request to review their personnel files will receive an opportunity to view their files within two business days on the Company premises and during normal business hours under the supervision of a Supervisor. In accordance with Tennessee state law, employees may request to review their personnel files. Employees who submit a written request for a copy of their personnel file will receive a copy of their files within two business days.

## Signing of Company Documents

When an employee is asked to sign any form, such as a performance evaluation, handbook receipt or counseling/warning form, the employee's signature indicates that he or she has seen the form and is aware of its contents. An employee is entitled to submit a response to these documents to be included in his or her personnel file.

## Payroll Practices

### Employee Classifications

Full-Time Employees: Employees regularly scheduled to work 35 or more hours per week  
Part-Time Employees: Employees regularly scheduled to work fewer than 35 hours per week

Employee status and service time are used to determine an individual's eligibility for benefits such as vacation and insurance. An employee's service time will begin from the date of employment.

*All Company employees are employees at will regardless of their classification.*

*Any Employee with hour or day restrictions on availability to work will be considered a part-time employee. All full-time students are considered part-time employees due to the availability restrictions.*

- Employees are paid bi-weekly on Friday
- Work week runs Sunday to Saturday
- Payroll checks are not to be cashed sooner than the check date
- Company does not cash checks or loan money
- Direct Deposit is offered free to all employees
- Go to [www.PaychexFlex.com](http://www.PaychexFlex.com) or call 800.472.0072 to create an on-line account so you can access your check stubs, W-2, and update your address

## Exempt/Non-exempt Status

Exempt employees are those whose job assignments and responsibilities meet federal and state requirements for exemptions from the overtime requirements. Exempt employees are compensated on a salary basis and are not eligible for overtime pay. Executive administrative and professional employees, certain outside sales employees, and motor carriers, as defined under the federal Fair Labor Standards Act (FLSA), are generally considered exempt. All other employees will be classified as non-exempt and will be paid on an hourly basis. If you are an exempt employee, the Company will advise you of this.

## Overtime (Non-exempt Employees)

There are occasions when the regular work hours are not sufficient to complete the job requirements. On such occasions, employees may be required to work additional hours.

For non-exempt employees, additional overtime compensation is paid at time and one-half for all time worked over 40 hours in any week. Regular paid Company holidays will be included to calculate 40 hours during the same week as the holiday. Time for which an employee does not work, such as sick time, vacation time, or any other absence will not be counted as hours worked.

Overtime must be authorized by the appropriate Supervisor in advance of time worked.

## Payroll Deductions

The Company is required to make standard deductions from your earnings on your behalf. Amounts withheld vary according to how much you earn, your marital status, government employment regulations, and other factors. These mandatory deductions are made until the maximum amount is reached. Mandated withholdings may include but are not limited to the following:

- Federal Income Tax
- State and Local Income Tax
- Social Security
- Medicare Tax
- The Company may also be required by law to recognize certain court orders, liens, and wage garnishments.

Other deductions may be withheld from your paycheck with your permission, including but not limited to the following:

- Other deductions authorized by you (and as permitted by applicable state law)

Exempt employees are paid on fixed salary basis. It is the Company's policy to make deductions from the pay of salaried employees only where such deductions are permitted by the Fair Labor Standards Act or Department of Labor regulations issued pursuant to that law

If an employee believes that an improper deduction has been made from his/her pay, he/she may submit a complaint to the Human Resources/Payroll Department, 188 Ayer Road, Harvard MA 01451, Phone (978) 456-2300 Extension 304 or email [payroll@catalanocompanies.com](mailto:payroll@catalanocompanies.com) . Any such complaint will be

investigated promptly, and the employee shall be informed of the results of the investigation. If it is determined that an improper deduction has been made, any affected employee will be reimbursed for the amount of the improper deduction in a timely fashion.

## Tippling Policy

Company rules regarding customer gratuities and tips will comply at all times with Massachusetts tipping laws. Our policies are as follows

- Federal law requires all tips be reported to the Supervisor daily
- Tips are to be shared among all shift personnel
- Tips may not be placed in the cash register
- Tips may not be exchanged for coins or bills from the cash register
- Employees may not count or divide tips during working hours

Supervisors and the Company may not share in tips. If you are ever asked to share tips with a supervisor or manager, or are asked to use tips to pay for a cash shortage, a walk out or damaged property, immediately contact your District Manager or email (Example: [DMFirstName.LastName@catalanocompanies.com](mailto:DMFirstName.LastName@catalanocompanies.com)). You may also contact HR: 978-456-2300 ext. 304.

## Breaks

- The Supervisor schedules all breaks. Employees must check with the Supervisor before a break. All employees who work at least six hours in a day will be provided with an uninterrupted one-half (1/2) hour meal period. Employees scheduled between 4 and 6 hours will receive a 15-minute break. All breaks and the timing of breaks are determined solely by Company management or as otherwise required by law.
- Tennessee law requires that all employees scheduled for 6 or more hours in a day take a 30-minute break. This break is unpaid. Employees are relieved of duty and may leave the premises during the break upon punching out.
- Breaks must be taken in a designated break area. Smoking is permitted only in designated areas. The store Supervisor will designate break and smoking areas.
- Employees are offered discounted items for consumption during break periods. The Product Discount Policy is explained by your supervisor during your training. A copy, signed and dated, will then be placed in your employee file to show you have received and understand the policy.
- Food or Beverage may not be consumed in the work area at any time. Violation of this policy will result in disciplinary action up to and including discharge.
- As part of our family-friendly policies and benefits, the Company supports breastfeeding mothers by accommodating the mother who wishes to express breast milk during her workday when separated from her newborn child. For up to one year after the child's birth, any employee who is breastfeeding her child will be provided reasonable break times to express breast milk for her newborn. The timing of such breaks is determined by Company management. Breaks for

breastfeeding of more than 15 minutes in length will be unpaid, and the employee should indicate this break period on her time record.

## Timekeeping

All hourly employees must record the time they arrived/departed, each day, on his/her time record. Each employee is responsible only for his/her own recordkeeping. Once an employee clocks in, work is to commence immediately. Failure to do so is considered falsification of timekeeping records. An employee must not clock in more than five minutes in advance of his/her scheduled shift. If an employee forgets to clock in or out, he/she must notify his/her supervisor immediately so the time may be accurately recorded for payroll.

Employees may not falsify or alter payroll records, check in or out for a co-worker or perform any work “off the clock.”

Employees are expected to review their recorded time and their paystubs carefully each week. If you find a discrepancy, immediately report it to your supervisor. If the matter cannot be resolved to your satisfaction, immediately contact the Payroll department located at 188 Ayer Road, Suite A, Harvard, MA 01451. The phone number 978 456-2300 extension 304 or email [payroll@catalanocompanies.com](mailto:payroll@catalanocompanies.com).

***The Company will assume that you agree that your recorded working time and pay is correct and accurate if you accept and deposit your pay check without notifying your supervisor or the payroll department of any discrepancies.***

## Holidays

All employees understand that Holidays represent very busy periods in our business year and therefore employees may be asked to cover holiday shifts. The following are among the busiest peak Holiday periods.

- Thanksgiving (hours vary by location)
- Christmas Eve 5 a.m. – 6 p.m.
- Christmas Day
- New Year’s Eve (hours vary by location) The Company operates normal business hours on New Year’s Day and other traditional holidays

All holidays are paid at straight time with the exception of Christmas day which is paid at time and one half.

## **WORKPLACE PERFORMANCE & CONDUCT**

### **Performance**

In order for us to develop personally and professionally, we need appropriate tools and skills. We also need feedback from each other. We need information about expectations and where our performance stands in relationship to these expectations. This feedback can occur informally, as in daily conversations, or formally, as in written performance reviews. Make sure you clearly understand the performance expectations for your job and discuss those expectations with your supervisor.

The Company strives to complete performance appraisals at the completion of the six (6) month Introductory Period and on the employee's yearly anniversary date thereafter. The purpose of the appraisal is for the Supervisor to:

- Evaluate the strengths and weaknesses of the employee over a specified period of time
- Provide a record of work performance
- Discuss issues with the employee in an effort to enhance awareness of strengths and weaknesses
- Improve performance
- Affect communication between the employee and supervisor
- Provide a basis for reviewing salary and wages

Employees will be evaluated in terms of quality and/or quantity of work, dependability in carrying out the tasks assigned, and the attitude with which these tasks are undertaken and several other factors. Both the employee and Supervisor may comment on the employee's performance on the written appraisal. The employee will be asked to sign the performance appraisal stating that he/she has read the appraisal. The appraisal will be retained in the employee's personnel file.

### **Performance Probation**

An employee may be placed on performance probation at any time at the discretion of their supervisor. Failure to cure the cause of probation may result in dismissal. Being on performance probation is not a prerequisite to termination.

### **Promotion and Transfer**

The Company is committed to promoting from within whenever possible. The Company will seek to fill all job opportunities with existing employees whenever possible. This enables our employees to grow as the Company grows. However, there may be occasions when the Company will need to hire from outside the Company, and the Company reserves the right to do so.

All advancement opportunities are considered on an individual basis. Factors considered for advancement opportunities include:

**Skills and Ability**  
**Education and Training**  
**Length of Service**  
**Attendance Record**  
**Dependability**  
**Willingness to Accept Assignments**

Employees will be expected to transfer to other PC's at the discretion of the Company when the need occurs. That transfer will be within a 30-mile radius.

Employees wishing to be considered for advancement or transfer should make their interest known in writing to their supervisor.

## **Attendance, Punctuality and Dependability**

The Company's successful operation depends in large part on the regular and punctual attendance of each of its employees. Attendance, punctuality, dependability and commitment to your job are essential at all times. You have an important job, which fits into the pattern of Company operations. Everyone makes a difference. Therefore, you are expected to be at work on time on all scheduled workdays.

If for any reason you find that you will be tardy, you ***must notify your Supervisor as soon as possible***, but not later than two hours before your scheduled starting time. Openers and early morning shifts must call the night before the scheduled shift prior to 6 pm. Afternoon shifts must give 6 hours notice. When you notify your Supervisor, let him/her know when you think you will be able to come to work. Text messages sent to the Store Manager, Shift Leader or another Crew Member are not acceptable. An Employee must speak directly with a Supervisor. Employee attendance and punctuality is an important part of an employee's performance appraisal. Excessive tardiness will be considered grounds for discipline, up to and including termination.

If you become ill during the workday, you must consult with your Supervisor before leaving.

While attendance is very important, at the same time, the Company does not want sick employees to come to work to the detriment of their health and well-being of co-workers and customers.

Any time off requests are to be submitted to your manager at least two weeks prior to the following week's schedule

## **Job Abandonment**

An employee who fails to report to work and fails to notify his/her supervisor prior to his/her start time for two or more consecutive workdays will be deemed to have voluntarily quit.

## **General Code of Conduct**

The Company depends on customer goodwill for our success. Since you represent the Company in your contact with customers, providing efficient reliable service in a friendly and courteous manner is absolutely necessary. Occasionally, you will encounter customers who are difficult to deal with. Please remember that no matter how unpleasant they may be, "the customer is always right." A customer's discourtesy never justifies employee discourtesy in return.

Rules of conduct and discipline are necessary for the efficient operation of our stores. We ask for the cooperation of all employees in meeting all standards of performance and conduct. When an employee fails to meet established standards of work and conduct, disciplinary action may be taken. The nature of disciplinary action may be in the form of a documented discussion with the employee, an official written warning, suspension without pay, or termination. The Company will determine the appropriate form of

action to be taken based on the facts of each situation on a case-by-case basis, and no form of discipline is a prerequisite to another.

Listed below are some examples of behavior and conduct that would result in some form of disciplinary action. Since it is not possible to anticipate and establish rules for every possible situation, the list below is to be viewed as non-exhaustive. The Company may issue discipline up to and including termination for misconduct of any kind, regardless of whether the misconduct appears on the following list

- Violation of any policy in this handbook
- Discourteous treatment of a customer
- Discourteous treatment of a fellow employee
- Falsifying employment applications, work records and/or Company documents including logbooks
- Excessive or unjustified absences or tardiness, even if unavoidable
- Deliberate or careless damage to Company property and/or equipment
- Misuse or unauthorized use of Company property
- Disregard of instruction
- Insubordination
- Inefficient or careless performance of duties, including failure to maintain proper standards or workmanship and productivity
- Substandard quality and/or quantity of work
- Disorderly conduct or horseplay on Company property
- Violations of Company drug and alcohol policy including the use of or possession of alcohol or controlled substances on store/Company property or reporting to work under the influence of alcohol or controlled substances
- Failure to observe safety rules and regulations including failure to immediately report an accident or injury to supervisory personnel
- Improper use of Social Media
- Falsification or altering payroll records
- Violation of any child labor law(s)
- Clocking in or out for a co-worker
- Threatening or intimidating co-workers or customers, fighting, etc.
- Excessive register cash shortages, under-ringing
- Improper or abusive language
- Inappropriate conversations or use of profanity in the presence of co-workers or customers
- Unauthorized smoking or eating including failure to follow break/discount policy
- Failure to follow dress code and grooming policy
- Theft from fellow employees, guests or the Company
- Failure to observe work schedules, break schedules, etc.
- Excessive use of Company telephone
- Use of cell phones during scheduled shifts
- Leaving the job and/or premises during scheduled work hours without permission
- Misrepresentation of reasons for absence or any time off from work
- Possession of firearms or any dangerous weapon on Company property
- Soliciting or receiving payment, merchandise, or services from customers or vendors

## Honesty and Integrity

The Company hires all employees with the expectation that they will maintain the highest levels of honesty and integrity. These traits are critical to the success of the employee and the Company.

It is the responsibility of each employee to report to management whenever they observe someone taking money or merchandise whether it is another employee, customer or vendor or any other person.

Employees are expected to be honest when handling money and merchandise. Employees must keep confidential all business information such as sales volumes, customer counts, accounting figures, etc. Employees are not permitted to remove any Company property, records, equipment, merchandise or supplies without permission of management. In addition, employees are not permitted to copy confidential records.

In the event of allegations of employee dishonesty (including the disclosure of confidential information) the Company will conduct an investigation of the facts surrounding the situation. In the event the Company concludes the employee has engaged in dishonest conduct, it may take one or more of the following actions:

- Discipline up to and including termination
- Seek restitution from the employee
- Consider criminal prosecution

An employee who is charged with or convicted of a felony, or other crime the nature of which would reflect poorly on the Company, or which would in the judgment of the Company indicate the employee to be incapable of performing assignments with the required level of honesty and integrity, is subject to immediate suspension or termination.

## Drug and Alcohol-Free Workplace Policy

We are interested in the health and welfare of our employees and have the responsibility of providing a safe and productive work environment, free from the influence of alcohol and illegal drugs. We are also concerned about the possession, distribution, purchase or sale of illegal drugs and controlled substances in the workplace. These activities may adversely affect an employee's work performance, efficiency, safety and health, and therefore seriously impair his/her value as an employee. In addition, they constitute a potential danger to the welfare and safety of other employees and expose the Company to risks of property loss or damage or injury to other persons.

The abuse of drugs and/or alcohol presents a serious threat to both the employee and the Company. All members of the Company are responsible for maintaining a safe and healthy work environment. For that reason, the Company has adopted the following policies:

- Any employee involved in the unlawful use, sale, manufacturing, distribution, dispensing or possession of controlled substances, illegal drugs, narcotics, or alcoholic beverages on Company property, while attending business-related activities, while on duty, or while operating a vehicle or machine leased or owned by the Company will be subject to disciplinary action up to and including termination of employment.

- No employee will use, consume or possess, any illegal drugs, drugs or controlled substances not medically authorized, or any other substances, including alcohol, which impair job performance or pose a hazard to the safety and welfare of you, the public or other employees while on Company property, while attending business-related activities, while on duty, or while operating a vehicle or machine leased or owed by the Company. Employees who violate this policy will be subject to disciplinary action up to and including termination of employment.
- The Company reserves the right to conduct a search or conduct testing for the presence of illegal drugs or alcohol by a licensed laboratory whenever there is reasonable suspicion to believe the presence of alcohol or drugs. Refusal to cooperate with this testing may result in disciplinary action up to and including termination.

## **Smoke Free Workplace Policy**

The Catalano Companies recognizes the hazards caused by tobacco and nicotine use and the exposure to secondhand smoke or vapor. This policy covers the smoking of any tobacco product, the use of oral tobacco products and E-cigarettes.

In compliance with the Tennessee Non-Smokers Protection Act, smoking of any kind is strictly prohibited within all Company work areas and public spaces including private enclosed offices, rest rooms and break rooms. This policy applies to all employees, customers and persons visiting the Company.

Smoking, vaping or tobacco use is permitted only in designated areas during scheduled breaks outside in the enclosed dumpster area or in employee cars which are parked away from the sight of guests. All materials used for smoking must be extinguished and disposed of in appropriate containers.

No additional breaks beyond those allowed under the Company's break policy may be taken for the purpose of smoking. Any employee observing a violation of this policy must immediately report it to their supervisor.

Compliance with this policy is mandatory for all employees without exception. Any employee who violates this policy is subject to disciplinary action up to and including termination.

## **Sexual Harassment and Unlawful Discrimination Policy**

The Company is committed to providing a work environment in which all individuals are treated with respect and dignity. Everyone has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment.

It is the Company's policy to maintain a work environment that is free of sexual harassment and of discriminatory actions based on race, color, age, gender, sexual orientation, religion, national origin or ancestry, physical or mental disability, and genetic information, military or veteran's status, or any other status or characteristic protected by federal, state or local law.

To achieve our goal of providing a workplace free from sexual harassment and unlawful discrimination, the conduct that is described in this policy will not be tolerated and we have provided a procedure by which inappropriate conduct will be dealt with if encountered by employees

## Discriminatory Harassment

It is the goal and policy of the Company to promote a workplace that is free of unlawful harassment. Sexual harassment, or harassment because of, or about, an individual's membership in a protected class, (i.e., one's race, color, age, disability, national origin, ancestry, religion, gender, sexual orientation, genetic information, veteran's or active military status, or any other characteristic protected by federal, state or local law), when it occurs in the workplace or in other settings in which employees may find themselves in connection with their employment, is unlawful and will not be tolerated by this organization. Further, any retaliation against an individual who has complained about sexual or unlawful harassment/discrimination, or retaliation against individuals for cooperating with an investigation of a sexual or unlawful harassment/discrimination complaint, is similarly unlawful and will not be tolerated.

Because the Company takes allegations of unlawful harassment seriously, it will respond promptly to complaints of unlawful harassment and where it is determined that such inappropriate conduct has occurred, the Company will act promptly to eliminate the conduct and impose corrective action as it deems necessary, including disciplinary action, up to and including termination.

Please note that while this policy sets forth the Company's goals of promoting a workplace that is free of unlawful harassment, the policy is not designed or intended to limit the Company's authority to discipline or take remedial action for workplace conduct which the Company deems unacceptable, regardless of whether that conduct satisfies the definition of unlawful harassment.

## Definition of Sexual Harassment

The legal definition for sexual harassment is as follows:

*Sexual harassment means sexual advances, request for sexual favors, and verbal or physical conduct of a sexual nature when:*

- a. Submission to or rejection of such advances, request or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment or as a basis for employment decisions; or,*
- b. Such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating, or sexually offensive work environment.*

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct that if unwelcomed, may constitute sexual harassment depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness:

- Unwelcomed sexual advances regardless of whether they involve physical touching
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess
- Displaying sexually suggestive objects, pictures or cartoons
- Unwelcomed leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments
- Inquiries into one's sexual experiences
- Discussion of one's sexual activities

The above list is not exhaustive but provides some examples of conduct which could constitute sexual harassment, depending upon the circumstances.

### **Unlawful Discrimination**

Employees may not be discriminated against in the terms and conditions of their employment on the basis of their race, color, age, gender, sexual orientation, religion, national origin or ancestry, disability, genetic information, military or veteran's status, or any other status or characteristic protected by federal state or local law.

### **Conduct That May Constitute Unlawful Discrimination**

Depending upon the circumstances, examples of unlawful discrimination could include the above-referenced examples concerning sexual harassment, as well as harassment and/or other conduct based on or related to a person's protected status (e.g., race, color, age, gender, sexual orientation, religion, national origin or ancestry, disability, genetic information, military or veteran's status, or any other status or characteristic protected by federal, state or local law). Some examples of unlawful discrimination include the following:

- Verbal abuse or innuendo, which is continued or repeated
- An open display of objects or pictures that is offensive to your protected status
- Use of derogatory words to describe your protected status
- Making decisions about your employment based upon your protected status

The above list is not exhaustive, but simply provides some examples of conduct that could constitute unlawful discrimination, depending upon the circumstances. The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcomed and has the effect of creating a workplace environment that is hostile, offensive, intimidating, or humiliating to male or female workers may also constitute sexual harassment.

## Complaints of Unlawful Discrimination or Harassment

If an employee believes that he/she has been subjected to unlawful discrimination or harassment, he/she has the right to file a complaint with our organization. This may be done in writing or orally. All Supervisors who receive complaints are to report those complaints *IMMEDIATELY* to either Margaret Gray in Human Resources, Matt Campobasso or Steve Catalano.

Employees who would like to file a complaint may do so by contacting Margaret Gray [margaret.gray@catalanocompanies.com](mailto:margaret.gray@catalanocompanies.com), Matt Campobasso [matthew@campobassolaw.com](mailto:matthew@campobassolaw.com) or Steve Catalano [Steve.Catalano@catalanocompanies.com](mailto:Steve.Catalano@catalanocompanies.com). Complaints can also be sent to the Corporate Office addressed to Steve Catalano, Matt Campobasso or Margaret Gray

Address:	188 Ayer Road Suite A Harvard, MA 01451
Phone:	Steve Catalano      978 456-2300 Extension 308 Matt Campobasso      978 456-2300 Extension 306 Margaret Gray      978-456-2300 Extension 304

Steve Catalano, Matt Campobasso and Margaret Gray are all available to discuss any concerns and to provide information to you about our policy on unlawful harassment and our complaint process

If for any reason an employee feels he/she cannot file a complaint with either Steve Catalano, Matt Campobasso or Margaret Gray, the employee should notify a member of management. It is very difficult to react to or remedy unlawful harassment complaints unless the matter is brought to the attention of management.

## Unlawful Discrimination or Harassment Investigation

When the Company receives a complaint of unlawful discrimination or harassment, the Company will promptly investigate the complaint in a fair and expeditious manner. The Company will conduct the investigation in such a way as to maintain confidentiality to the extent practicable under the circumstances, but without compromising the thoroughness and fairness of the investigation. All persons involved are to treat the situation with respect. To conduct a thorough investigation, the investigators may discuss the complaint with witnesses and those persons involved in or affected by the complaint, and those persons necessary to assist in the investigation or to implement appropriate disciplinary actions.

If it is determined that inappropriate conduct has occurred, the Company will act promptly to eliminate the offending conduct, and where it is appropriate, the Company will also impose discipline up to and including termination.

## Disciplinary Action

If it is determined that inappropriate conduct has been committed by one of our employees (regardless of whether it meets the legal definition of unlawful harassment or discrimination), the Company will take such action as is appropriate under the circumstances. Such action may range from counseling to termination from employment and may include such other forms of disciplinary action as the Company deems appropriate under the circumstances.

## No Retaliation for Complaining or Assisting in an Investigation

Retaliation against any individual for making a complaint of sexual harassment or unlawful discrimination or for assisting in the investigation of such a complaint is illegal and will not be tolerated. A report of retaliation will be handled in the same manner as the report of sexual harassment or unlawful discrimination. Any acts of retaliation will be subject to appropriate disciplinary actions as described above.

## State and Remedies

In addition to the above, if an employee believes he/she has been subjected to sexual harassment or unlawful discrimination, he/she may file a formal complaint with either or both of the government agencies set forth below. Using the Company's complaint process does not prohibit the employee from filing a complaint with these agencies. Each of the agencies has specific guidelines and time limits for filing claims.

**TN:** Andrew Johnson Tower  
710 James Robertons Parkway  
Suite 100  
Nashville, TN 37243-1219  
Phone (615) 741-5825  
Para Español Llame: (866) 856-1252  
*Complaints must be filed within 300 days of adverse action*

## Third-Party Discrimination or Sexual Harassment

Employees should also utilize this reporting procedure to promptly report instances of discriminatory or sexually harassing behavior of customers, suppliers, vendor or any other person with whom an employee must deal or has dealt with as part of his or her employment with the Company.

Upon receipt of a report, the Company will promptly investigate the matter and will report to the employee upon conclusion of the investigation.

## Gun & Weapons Possession

The Company strictly prohibits the use, sale, purchase, transfer, or possession by its employees of any legal/illegal gun or other weapon. In addition, the Company strictly prohibits employees from bringing any guns, licensed or unlicensed, or other weapons onto any Company premises or into any Company Store/Property.

In order to promote a safe, productive, and efficient workplace, the Company reserves the right to inspect employees, as well as any articles and property in their possession, to detect guns or other weapons. The Company also reserves the right to inspect lockers, desks, Company vehicles, personal vehicles on Company property, packages, lunch boxes, containers, articles of clothing, and other objects brought onto Company property that might conceal guns or other weapons.

Violation of this policy will result in disciplinary action, up to and including termination. Nothing herein shall be construed, in any way, to abrogate the Company's employment at-will policy. All the Company's employees are at-will and may be terminated at any time, with or without notice, and with or without cause.

## Prevention of Workplace Violence

The Company is firmly committed to providing a workplace free of the threat of violence and acts of violence for all employees, customers and vendors.

The Company strongly believes that all employees should be treated with dignity and respect. Acts of violence of any kind will not be tolerated. Possession use or sale of weapons, firearms or explosives on work premises, or while operating vehicles for work-related purposes or while engaged in Company business off premises is forbidden. Employees who are aware of violations or threats of violations of this policy are required to report such violations or threats of violations to his/her immediate supervisor immediately. All complaints will be fully investigated. The Company will promptly respond to any incident or suggestion of violence. Violation of this policy will result in disciplinary action, up to and including immediate termination.

All threats of violence are to be immediately reported to your supervisor or any member of the Company's management team. A threat or act of violence will be reported to the local authorities in the town in which the threat or act of violence occurs.

## Workplace Safety

The Company complies with the Occupational Safety and Health Act (OSHA) Regulations. It is the Company's policy to provide a safe working environment for all of its employees and visitors. Safety is equal in importance to all other Company objectives. Safety is achieved through proper education, training, protective equipment, safe work practices and the enforcement of all safety rules. It is the responsibility of management and all employees to provide and maintain safe operating conditions respectively. All employees need to be alert and report any unsafe conditions to their supervisors.

**IN ADDITION**, all on the job injuries must be **immediately reported to the supervisor**.

You will receive information and training about special workplace safety rules applicable to minor employees.

## Early Check Cashing Policy

Paychecks are distributed to employees on Friday pay dates. Paychecks should not be cashed until the actual pay date.

Managers are not to give checks to employees before the actual pay date.

Violation of this policy will result in a written warning and other disciplinary action, up to and including immediate termination.

## Social Media Policy

Route 65 Management, LLC's policies and professional conduct guidelines apply to electronic, online, and social media communications. The guidelines in the electronic world are similar to the values, ethics, confidentiality and conduct policies employees are expected to follow every day. This policy applies to social media endorsed by Route 65 Management, LLC, Dunkin' Donuts or Baskin-Robbins, personal use of these media, and includes but is not limited to activity on Facebook, Twitter, Instagram, My Space, Linked In, and any other online community or social media site.

### *What you must do when engaging in any online community, social media, or electronic dialogue:*

- Get written approval to represent Route 65 Management, LLC, Dunkin' Donuts or Baskin-Robbins. From time to time, Route 65 Management, LLC, Dunkin' Donuts or Baskin-Robbins will encourage authorized employees to engage in online communities or electronic communications for the purpose of promoting Route 65 Management, LLC, Dunkin' Donuts or Baskin-Robbins. Authorization must be written and for a specific purpose and instance.
- Clearly disclose your association to the organization(s). Without written authorization, you are not authorized to speak on behalf of Route 65 Management, LLC, Dunkin' Donuts, or Baskin-Robbins. Therefore, without authorization you should refrain from representing Route 65 Management, LLC, Dunkin' Donuts, or Baskin-Robbins in any way online.
- Be clear that you are offering an opinion. Without written authorization, you are not authorized to speak on behalf of Route 65 Management, LLC, Dunkin' Donuts, or Baskin-Robbins. If you speak on behalf of Route 65 Management, LLC, Dunkin' Donuts, or Baskin-Robbins, you must be clear that you are expressing your own opinion and must not misrepresent facts or details.
- Act responsibly and use good judgment. Whether at work, away from work, in an online community, or communicating electronically, you can be held accountable for how you represent yourself and how you act as an employee of Route 65 Management, LLC and as a representative of Dunkin' Donuts or Baskin-Robbins. When participating in any online community or through any electronic communication, act with good judgment, consideration for the law, and in a responsible and ethical way.

### *What you may never do when engaging in any online community, social media, or electronic dialogue:*

- Never reveal any private, specific, or confidential information. This includes any data, procedures, processes, strategies, forecasts, promotions, or facts specifically related to any business operations at Route 65 Management, LLC, Dunkin' Donuts or Baskin-Robbins. If it is not already public information, you must not disclose it and make it public. Online communities and electronic communications are never private.
- Never reveal any personal information. Never post or discuss schedules, hours, e-mail addresses, phone numbers, or employee procedures. Online communities and electronic communications are never private.
- Never post any photos or other images that specifically represent or reference Route 65 Management, LLC, Dunkin' Donuts or Baskin-Robbins. Be respectful of our brands. Be respectful of the privacy others. Without written authorization from the owner of Route 65 Management, LLC, do not post photographs or images captured at a Route 65 Management, LLC, Dunkin' Donuts or Baskin-Robbins location, store or event, or any photograph or image that includes logos, products, individual faces, or other details that can be specifically identified as relating to Route 65 Management, LLC, Dunkin' Donuts or Baskin-Robbins.

- Never post any document, photograph, or item that you do not own or that belongs to some else. This includes posting proprietary material owned by Route 65 Management, LLC, Dunkin' Donuts or Baskin-Robbins, or any item which is owned by others, copyright protected, or trademarked.

## *Using social media at work*

Refrain from using social media while on work time or on equipment we provide, unless it is work-related as authorized by your manager or consistent with the Company Equipment Policy. Do not use the Company email addresses to register on social networks, blogs or other online tools utilized for personal use.

## **Hours for Minors**

### **TN Child Labor Act**

- The Child Labor Act prohibits the employment of minors in certain occupations and in working conditions that may be hazardous. In addition, it contains the following restrictions

### **14-15-Year-Old Minors**

**14-15-year-old minors may NOT be employed.**

### **Hours for 16 and 17-year olds:**

**Cannot punch in** before 7 A.M. and **must punch out** no later than 9:30 P.M.

**MINORS 16 AND 17 YEARS OF AGE MAY NOT BE EMPLOYED:**

- During those hours when the minor is required to attend classes;
- Between the hours of 10:00 p.m. and 6:00 a.m., Sunday through Thursday evenings preceding a school day, except with parental or guardian consent. Then the minor may work until midnight no more than three nights Sunday through Thursday. Forms shall remain valid until the end of the school year in which it is submitted or until termination of employment, whichever shall occur first.

Consent forms are available from the Tennessee Department of Labor and Workforce Development's Division of Labor Standards by calling 615-741-2858.

### **BREAK OR MEAL PERIOD:**

- A minor must have a thirty (30) minute unpaid break or meal period if scheduled to work six (6) hours consecutively. Such breaks shall not be scheduled during or before the first hour of scheduled work activity.

The Division of Labor Standards may be reached by calling 615-741-2858.

## *Supervision*

**After 8:00 P.M. all minors must have the direct and immediate supervision from an adult supervisor who is located in the workplace and is reasonably accessible to the minor.**

## **Hour Restrictions**

The child labor laws restrict both the number of hours minors may work, and the occupations in which they may work.

## **OCCUPATIONS PROHIBITED FOR MINORS UNDER THE AGE OF 18 (T.C.A. §50-5-106) DUTIES OF EMPLOYERS (T.C.A. §50-5-111)**

1. In or about plants or establishments manufacturing or storing explosives or articles containing explosive components;
2. Motor vehicle driving occupations;
3. Coal mine occupations;
4. Logging and sawmill operations;
5. Operation of power-driven woodworking machines;
6. Exposure to radioactive substances and ionizing radiations;
7. Operation of elevator and other power-driven hoisting apparatus;
8. Operation of power-driven metal forming, punching and shearing machines;
9. Mining elements other than coal;
10. Slaughtering, meat packing, processing or rendering;
11. Operation of power-driven bakery machines;
12. Operation of power-driven paper products machines;
13. Manufacture of brick, tile and kindred products;
14. Operation of circular saws, band saws and guillotine shears;
15. Wrecking, demolition and ship-breaking operations;
16. Roofing operations;
17. Excavation operations;
18. In any place of employment where the average monthly gross receipts from the sale of intoxicating beverages exceed twenty-five percent (25%) of the total gross receipts of the place of employment, or in any place of employment where a minor will be permitted to take orders for or serve intoxicating beverages regardless of the amount of intoxicating beverages sold in the place of employment;
19. Any occupation which the commissioner shall by regulation declare to be hazardous or injurious to the life, health, safety and welfare of minors;
20. Posing or modeling alone or with others while engaged in sexual conduct for the purpose of preparing a film, photograph, negative, slide or motion picture;
21. Occupations involved in youth peddling.

## **Safety**

Safety can only be achieved through teamwork. Each employee and Supervisor must practice safety awareness by thinking defensively, anticipating unsafe situations and reporting unsafe conditions immediately.

A violation of safety precaution is in itself an unsafe act. A violation may lead to disciplinary action, up to and including termination of employment. Please observe common-sense safety rules in the workplace.

**Failure by any employee to comply with safety rules will be grounds for corrective discipline up to and including discharge.**

**Please observe the following precautions:**

1. All employees shall follow these safe practice rules, always be aware of safe operating procedures, and report all unsafe or hazardous conditions and practices to their supervisors
2. Managers and Shift Supervisors shall insist on employees following and obeying every rule, regulation and order as is necessary for the safe operation of our business and will take whatever actions are necessary to ensure compliance with these rules
3. No one shall knowingly be permitted to work while their ability or alertness is impaired by fatigue, illness, medication, intoxicating substances, etc.
4. **All injuries, no matter how slight are to be immediately reported to the supervisor**
5. Always obey all warning signs
6. All work areas will be kept in a clean and orderly condition
7. All spills are to be cleaned up immediately
8. When pouring hot beverages, set cup down then pour
9. Employees must not respond to a fire or emergency they are not trained to handle. All employees must be familiar with the facility's fire exits and evacuation plan. **The fundamental policy of this establishment is that all employees shall immediately evacuate in the event of fire or other emergency.**
10. Employees shall not handle, tamper with or attempt to repair any electrical equipment, utility lines, etc. in any manner not within the scope of their assigned duties. All authorized cleaning/repair of equipment will be done in accordance with guidelines established by Dunkin Donuts or the equipment manufacturer
11. Horseplay of any kind will not be tolerated and may subject the employee to immediate dismissal
12. Employees must not attempt to lift or push objects which are too heavy for them. Objects must be lifted correctly by bending at the knees, keeping the torso erect and pushing up with the legs.
13. All tools and equipment must be maintained in good operating condition. Use adjust and repair machines and equipment only if you are trained and qualified.
14. Only appropriate tools are to be used on any job
15. Ladders will be used whenever an object is beyond one's reach. Ladders must be inspected prior to use. When there is a danger of slipping another employee must support the ladder. Work shall be arranged so that the employee is able to face the ladder and use both hands while climbing. Employees must never stand on the top step of a ladder.
16. Aisles must be kept clear at all times.
17. Materials and equipment must not be stored against doors, exits or fire extinguisher stations.
18. Cleaning supplies etc. must be stored in approved, labeled containers in designated areas away from food products.
19. All rear facility doors must be locked when not in use.
20. Cut-resistant safety gloves will be worn when cleaning the bagel slicer and other sharp objects.
21. Employees will wear slip-resistant shoes at all times.
22. Notify your Supervisor of any emergency situation. If you are injured or become sick at work no matter how slightly, you must inform your Supervisor immediately.
23. Understand your job fully and follow instructions. If you are not sure of the safe procedure, don't guess... ask your Supervisor

24. Know the location, contents and use of first aid kit.
25. Do Not Run

**IF YOU DON'T KNOW THE SAFE WAY, STOP AND FIND OUT BEFORE ATTEMPTING ANY TASK!**

## Accidents and Emergencies

Employees will contact their manager, the nearest supervisor, and /or call 911 in the event of an accident or emergency. If an employee is injured on the job, the Company provides coverage and protection in accordance with the Tennessee Workers' Compensation Law. As soon as an injury is sustained while at work, it must be reported immediately to the employee's supervisor. Failure to report injuries is a serious matter as it may preclude an employee's coverage under Worker's Compensation Insurance.

## Language

The Company expects employees to conduct themselves in a professional manner at all times. Because the success of our business depends on delivering excellent customer service at all times, you are expected to treat our customers, vendors and your co-workers with courtesy, tact, and consideration. Foul or offensive language, cursing and rudeness are unacceptable at any time in the workplace.

## Employment of Relatives

While the company does not prohibit the employment of relatives, the company reserves the right to decline to hire or to restrict employment of a relative where the employment would result in a supervisory relationship between the two associates or otherwise negatively impact the work environment (for example: where one associate would review or process the work of the other, be put in frequent contact with the other, have access to the personnel records, payroll, benefit records, or disciplinary records of the other, etc.).

## Personal Property

The Company is not responsible for personal belongings that are lost, stolen, damaged or destroyed.

## Vehicle Inspection and Other Company Property Searches

To protect Company property and to ensure the safety of all Company employees and customers, the Company reserves the right to conduct random inspections of Company owned and leased vehicles and inspections of other Company property and equipment.

These inspections may be conducted at any time at the discretion of the Company. Employees have no expectation of privacy in any Company owned or issued property.

## **Use of Company Equipment, Computer Systems, Electronic Mail, Internet Access and Voice Mail**

All electronic and telephonic communications systems, including electronic and voicemail systems, and all communications and information stored, transmitted, received, or contained in the Company's information systems, and Company property and, as such, are to be used solely for Company related purposes. Except as provided herein, employees shall not use or allow the use of Company equipment or property other than for official Company business. Employees shall not delete, remove, falsify or alter any information contained on any Company computer, office equipment, book or other document. Further, employees shall not use a code, access a file, or retrieve any stored information, other than where authorized, unless there has been prior clearance by an authorized Company representative. All password codes are Company property and may not be disclosed to anyone outside of the Company. Employees shall not disclose their passwords to any other employee except where expressly permitted by a member of Company management.

An employee should not have any expectation of privacy regarding any information that he/she creates, stores, accesses, sends or receives through the Company's electronic, telephonic, communication and computer systems. By using Company systems or equipment, an employee will be considered to have consented to this policy and waived any expectation of privacy.

Employees should not think that e-mail is a completely secure means of communication. As with any form of communication, there is no guarantee of confidentiality. For this reason, employees are expected to exercise care and caution in using e-mail and realize that e-mail may not be appropriate for the transmission of confidential, proprietary, or personnel information. For all business e-mails sent, the employee must include a footer stating that the information contained in the e-mail must be treated as confidential. (For example, NOTICE: This e-mail message may contain information that is confidential, proprietary and/or privileged. If you have received this transmission in error, please notify the sender immediately by return e-mail and destroy the original message and all copies.)

To ensure that the use of electronic, computer, communication, telephonic systems and business equipment is consistent with the Company's legitimate business interests, authorized Company representatives may monitor the use of such equipment and may copy or disclose any information on any of the Company's electronic, communication, or computer systems or business equipment or records, including e-mails maintained on private internet service providers accounts when those accounts are accessed on Company equipment.

In addition, the content of any electronic or telephonic message or any communication must be consistent with the Company's workplace policies, including its workplace anti-discrimination and sexual harassment policies.

## **Phone Usage**

Personal phone calls are prohibited at all times on Company phones unless dealing with an emergency situation. If an unexpected situation should arise, please consult your Supervisor for authorization. Cell phones are not allowed on the sales floor at any time. An employee conducting Company business is prohibited from using cell phones or any electronic device while driving. An employee using a Company vehicle is prohibited from using cell phones or electronic devices while driving. Failure to follow the above policy will result in disciplinary action up to and including termination.

## Company Property

Employees are expected to exercise care in the use of Company property. Negligence in the care and use of Company property, (such as throwing headsets, wearing headsets outside) unauthorized removal or personal use of Company property may be cause for discipline up to and including termination.

Company property such as phones, laptops, keys, credit cards, hardware, manuals or software must be returned when the employee is terminated, whether voluntarily or involuntarily. If the employee does not return Company property upon his/her termination, the employee must reimburse the Company for the value of the property not returned.

Employees will sign a contract prior to receipt of any property such as phones, laptops, hardware, software, etc. This contract will clearly define the parameters of the equipment being used by employees and ensure the return of said equipment upon termination, whether voluntarily or involuntarily.

No employee may remove Company property from the premises without written approval from the general Supervisor or the person responsible for the property in question.

Employees who remove or attempt to remove Company property without proper approval will be terminated.

## Use of Company Vehicles

Use of Company vehicles is a special responsibility that requires the driver to take special precautions:

- The driver must possess a valid driver's license for that vehicle and meet all other state requirements.
- The driver must always drive with 100% attention to his/her driving.
- The driver may never operate the vehicle in any unlawful or unsafe manner; any fines or citations that the driver receives are the sole and absolute responsibility of the driver.
- The driver is aware that he/she is to be the sole driver of this vehicle.
- The driver fully understands his/her responsibility for the vehicle's care and upkeep.
- It is the driver's responsibility to take it regularly to be maintained
- The driver will not drive this vehicle while under the influence of drugs or alcohol
- If at any time the driver's license becomes invalid, the driver will let his/her supervisor know and turn in the vehicle immediately.
- Any speeding or parking tickets received while driving this vehicle will be the responsibility of the driver.

## Arriving at Work

### Parking

Parking for all staff (including management) will be restricted to the far perimeter of our parking lots. We always reserve our "prime parking" for our customers. Your manager will provide you with the specific details for your store.

### Storage

Coats are to be hung in designated areas. Personal items (including cell phones) are not allowed in the sales area of the store. Other personal items and valuables should not be brought to the workplace.

**The Company is NOT responsible for the loss or damage of any personal item(s) brought to or left in the store.**

## **LEAVES OF ABSENCE**

### **Military Leave**

The Company fully complies with the letter and intent of the Uniformed Services Employment and Re-employment rights Act (USERRA) and will re-employ employees returning from military service provided they apply within the time required by law. For more specific information, contact Human Resources. The following link, from the US Department of Labor, is a fact sheet on USERRA

[http://www.dol.gov/vets/programs/userra/userra\\_fs.htm](http://www.dol.gov/vets/programs/userra/userra_fs.htm)

See also the Federal Family and Medical Leave Act section.

### **Jury Duty**

Employees will be given leave for jury duty and will be compensated for same in accordance with applicable law. Employees are required to **notify and submit** to their supervisor upon receipt of a Notice **or** Summons for Jury Duty. Supervisors are required to forward all notices for Jury Duty to the Payroll Department upon receipt. Employees eligible for compensation for juror service shall present proof of jury time served. Employees are expected to report to work during the hours when their presence is not required as a juror. Jury duty does not impact the employee's attendance record.

### **Bereavement Leave**

In the event of death within an employee's immediate family, the employee will receive up to maximum of three (3) days of unpaid bereavement leave. The immediate family includes an employee's spouse, parents, children, siblings, grandparents and the employee's partner and partner's children, siblings or grandparents of the employee's spouse or partner. Employees may also use available accrued paid leave to supplement any unpaid bereavement leave.

### **Family and Medical Leave Act**

All employees who have been employed for at least one year, have completed at least 1,250 hours of service during the 12-month period immediately preceding the commencement of leave, and work at a worksite where at least 50 employees are employed by the Company in a 75 mile radius, are eligible for leave under the Family and Medical Leave Act ("FMLA"). An eligible employee may request an FMLA Leave of up to 12 weeks in a 12-month period (**measured backward on a rolling calendar basis**) for any of the following reasons.

- Twelve work weeks of leave in a 12-month period for:
  - The birth of a child and to care for the newborn child within one year of birth
  - The placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement
  - To care for the employee's spouse, child, or parent who has a serious health condition

- For purposes of this policy, a ‘serious health condition’ is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the “continuing treatment” requirements may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider; or one (1) visit and a regimen of continuing treatment; or incapacity due to pregnancy; or incapacity due to a chronic condition. Other conditions may meet the definition of “continuing treatment”.
- A serious health condition that makes the employee unable to perform the essential functions of his or her job; including incapacity due to pregnancy, prenatal medical care, or childbirth.
- Any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is a covered military member on “covered active duty;” or

Twenty-six workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member’s spouse, son, daughter, parent, or next of kin (military caregiver leave).

- A “qualifying exigency” includes:
  - Short notice deployment (limited to seven calendar days from date notified of deployment)
  - Military events and related activities
  - Childcare and school activities
  - Financial and legal arrangements
  - Counseling
  - Rest and recuperation (limited to five days of FMLA leave)
  - Post-deployment activities
  - Additional activities only as mutually agreed to by the employee and the Company.

## **Leave for adoption, pregnancy, childbirth and nursing an infant**

TN Code Annotated, Section 4-21-408 provides in part as follows

Employees who have been employed by the same employer for at least twelve (12) consecutive months as full-time employees, as determined by the employer at the job site or location, may be absent from such employment for a period not to exceed four (4) months for adoption, pregnancy, childbirth and nursing an infant, where applicable, referred to as "leave" in this section. With regard to adoption, the four-month period shall begin at the time an employee receives custody of the child

1) Employees who give at least three (3) months' advance notice to their employer of their anticipated date of departure for such leave, their length of leave, and their intention to return to full-time

employment after leave, shall be restored to their previous or similar positions with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of their leave.

(2) Employees who are prevented from giving three (3) months' advance notice because of a medical emergency that necessitates that leave begin earlier than originally anticipated shall not forfeit their rights and benefits under this section solely because of their failure to give three (3) months' advance notice.

(3) Employees who are prevented from giving three (3) months' advance notice because the notice of adoption was received less than three (3) months in advance shall not forfeit their rights and benefits under this section solely because of their failure to give three (3) month's advance notice.

4) Leave may be with or without pay at the discretion of the employer. Such leave shall not affect the employees' right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which the employees were eligible at the date of their leave, and any other benefits or rights of their employment incident to the employees' employment position; provided, that the employer need not provide for the cost of any benefits, plans or programs during the period of such leave, unless such employer so provides for all employees on leaves of absence.

- If an employee's job position is so unique that the employer cannot, after reasonable efforts, fill that position temporarily, then the employer shall not be liable under this section for failure to reinstate the employee at the end of the leave period.
- The purpose of this section is to provide leave time to employees for adoption, pregnancy, childbirth and nursing the infant, where applicable; therefore, if an employer finds that the employee has utilized the period of leave to actively pursue other employment opportunities or if the employer finds that the employee has worked part time or full time for another employer during the period of leave, then the employer shall not be liable under this section for failure to reinstate the employee at the end of the leave.
- Whenever the employer shall determine that the employee will not be reinstated at the end of the leave because the employee's position cannot be filled temporarily or because the employee has used the leave to pursue employment opportunities or to work for another employer, the employer shall so notify the employee.

### **Special Leave Entitlement Relating to an Employee's Family Member in the Armed Forces**

A spouse, son, daughter, parent, or "next of kin" may request up to 26 work weeks of leave in a single 12-month period to care for a covered service member. A covered service member is:

- a. A current member of the Armed Forces, (including a member of the National Guard or Reserves), who has a serious injury or illness incurred in the line of duty on active duty that renders or may render the service member medically unfit to perform his/her duties for which he/she, the service member, is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list; or
- b. A veteran who:
  - Has a serious injury or illness incurred in the line of duty on active duty (or existed before the beginning of the member's active duty and was aggravated by service in the

- line of duty on active duty), for which the veteran is undergoing medical treatment, recuperation, or therapy and
- Was a member of the Armed Forces (including a member of the National Guard or reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

## Use of Leave

The leave may be taken in one block of twelve (12) weeks, or if required, employees may take FMLA leave on an intermittent or reduced leave schedules (select days or hours, for example) when medically necessary to care for a seriously ill family member or covered service member, because of the employee's own serious health condition, or due to a qualifying exigency. Employees needing intermittent leave for planned medical treatment must make reasonable efforts to schedule the leave so as not to unduly disrupt Company operations.

## Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA Leave when the need is foreseeable. Such notice must be submitted in writing to

Route 65 Management, LLC  
Attn: HR Department  
188 Ayer Road, Suite A  
Harvard, MA 01451

When 30 days' notice is not possible, the employee must give notice of the need for such unforeseeable leave as soon as practicable under the facts and circumstances of the situation and generally must comply with the Company's normal call-in procedures for an absence or tardiness.

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

## Employer Responsibilities

Employees requesting leave will be advised whether they are eligible under FMLA. If they are, the Company will provide notice of additional information the employee needs to provide, as well as the employee's rights and responsibilities under the FMLA. If the employee is not eligible for the leave, the Company will inform the employee and provide a reason for his/her ineligibility.

The employee will also be informed if leave will be designated as FMLA-protected and the amount of leave that will be counted against the employee's leave entitlement, if possible. If it is determined that the leave is not FMLA-protected, the Company will notify the employee of this fact, as well.

An employee's failure to comply with the Company's FMLA leave procedures can be grounds for delaying or denying an employee's request for FMLA-qualifying leave.

## **Use of Vacation Time**

In order to use paid benefit time during an approved FMLA leave, employees must comply with the normal paid leave policies of the Company. Earned and accrued vacation must be used during an approved FMLA leave prior to taking any unpaid leave.

## **Benefits and Protections**

During an approved FMLA leave, the employee's position will be held open to the extent required by the FMLA, and the Company will maintain the employee's health coverage under any group health plan (if there is such coverage) on the same terms as if the employee had continued to work. Upon returning from FMLA leave, most employees will be restored to their original or equivalent pay, benefits, and other employment terms.

Use of FMLA leave will not result in the loss of any available employment benefits that accrued prior to the start of the leave.

## **Unlawful Acts and Enforcement**

FMLA makes it unlawful for any employer to: interfere with, restrain, or deny the exercise of any right provided under the FMLA; or discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA.

An employee may file a complaint with the US Department of Labor or may bring a private lawsuit against an employer. (DOL contact information is 866-487-9243 or TTY 877 889-5627; or on the web @ [www.wagehour.dol.gov](http://www.wagehour.dol.gov) ). FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

## **BENEFITS**

### **Benefits Generally**

The Company has established a variety of employee benefit programs designed to assist all full-time employees in meeting the financial burdens that can result from illness and disability. This portion of the Employee Handbook contains a very general description of the benefits to which you may be entitled as an employee of the Company. Please understand that this general explanation is not intended to and does not provide you with all the details of these benefits. Therefore, this Handbook does not change or otherwise interpret the terms of the official plan documents. Your rights can be determined only by

referring to the full text of the official plan documents, which are available for your examination from the Human Resources Department. To the extent that any of the information contained in this Handbook is inconsistent with the official plan documents, the provisions of the official plan documents will govern in all cases.

## Health Insurance

Group health insurance is offered to all full-time employees. Salaried employees must complete the enrollment form within 30 days of their hire date. For salaried employees, coverage becomes effective the first of the month following one month's service.

Full time hourly employees working 30 or more hours per week over the past year are also eligible for health insurance.

Eligible employees opting out of health insurance must complete the waiver section of the enrollment form.

The Company will pay **one half the cost of a single premium** towards insurance coverage; the employee pays the balance. If the employee declines insurance coverage upon hire and then would like to be enrolled at a later date, he/she may do so during the 30-day open enrollment period which comes once a year in December. Employees may also sign on to the Company Health Insurance if they have a qualifying event. If the employee is on a leave of absence or out on workers' compensation, he/she must arrange to make payments for the premium for each week that he/she is not collecting a paycheck.

## Dental

The Company offers Dental Insurance for employees working 35 or more hours per week. The cost of the plan is 100% to the employee and is deducted from your pay on a pre-tax basis. Eligible employees must either enroll within the first 30 days of employment by completing the enrollment form. Your Supervisor will have the enrollment form. The plan documents can be obtained in the Human Resources Department. Coverage is terminated upon separation from the Company. Employees may also sign on to the Dental Insurance if they have a qualifying event or during annual open enrollment.

## Workers Compensation

The Company maintains the appropriate insurance coverage in accordance with the Tennessee Workers Compensation Law at no cost to its employees. All Company employees are covered by Worker's Compensation Insurance beginning on their first day of employment.

The Company does not control eligibility for receipt of the actual benefit. Eligibility is determined by the insurance provider. Failure to report a work-related injury on a timely basis may result in denial of worker's compensation and/or health insurance benefits. Employees are required to report any injuries to their Supervisor immediately. Supervisors in turn should immediately report those injuries to the Finance Manager at (978) 456-2300 x303.

Neither the Company nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during your voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the Company.

Workers' Compensation fraud disrespects the employer and disrespects an important benefit program designed to help employees injured on the job. Workers' Compensation Fraud is punishable under state law as a theft crime.

## Vacation

All salaried supervisory employees and full-time hourly employees are eligible to accrue paid vacation time as follows:

### Full Time Hourly Employees

- Employees become eligible to begin accruals of vacation six months after their date of hire. No vacation is accrued during the first six months with the Company
- Once eligible, full time employees are eligible to accrue .77 hours of vacation for each week of 35 hours or more worked to a maximum of 40 hours. There is no vacation time accrued in any week in which the employee works less than 35 hours
- Vacation accrual is capped at 40 hours per year. Once the full-time employee earns 40 hours of vacation time, accrual will cease until time is taken
- Only 40 hours of vacation may be taken in any calendar year (Jan through Dec)
- Once time off is taken and the balance falls below 40 hours, accrual will resume
- Vacation is paid at the hourly employees pay rate at the time the vacation is taken.
- Vacation hours are not considered working time when calculating overtime calculation.
- A maximum of 20 hours may be carried over into a new calendar year.

### Salaried Employees

- Salaried employees are eligible to accrue vacation beginning 6 months after their date of hire. No vacation is accrued during the first six months with the Company
- Salaried employees will accrue 1.54 hours per week worked to a maximum of 80 hours per year
- Only 80 hours of vacation may be taken in a calendar year (Jan through Dec)
- Vacation accrual is capped at 80 hours. Once the salaried employee accrues 80 hours of vacation time, accrual will cease until time is taken.
- A maximum of 40 vacation hours can be carried over into a new calendar year.
- Once time off is taken and the balance falls below 80 hours, accrual will resume.

The following applies to both full time hourly and salaried employees:

- All vacation time must be used. The Company will not buy back vacation time during employment.
- Vacation requests should be submitted to the employee's supervisor as soon as possible to improve the chances of approval. Every effort will be made to accommodate vacation requests. However, the Company reserves the right of final approval for all vacation requests with consideration given to length of employee service, timing of requests, business demands, etc. Vacations will be limited and often not approved in busy period such as time around holidays.

## Product Discount Policy

All employees are to pay for their food at the time of ordering. This includes all flatbreads, sandwiches, muffins, bagels, lattes/cappuccinos, turbo shots, smoothies, Coolattas and anything from the beverage cooler. They are to walk to the front as a customer and have the front counter cashier ring them up. A shift leader or manager will swipe their card for the 50% discount if hourly and 100% discount if salaried. The receipt is to be placed in the cash drawer with that person's name on it. At NO time is the employee discount to be used while off duty. The discount is to be used ONLY while on break, not when leaving the store at the end of their shift. All discounted product must be consumed during break periods during the employee's shift.

1. Employee discounts apply only to employees on scheduled breaks and cover only items consumed **by the employee on the premises on their scheduled break**. Once again, this policy applies only to employees on a scheduled break. Free or discounted items are not to be shared with friends, family, etc. **Food or beverage of any kind may not be consumed in the work area at any time. At no time is the employee discount to be used while off duty.**
2. During a scheduled break, employees are entitled to coffee, iced coffee, winter beverages, donuts and munchkins at no cost.
3. All other items not listed in line 2 are to be discounted at a 50% discount.
4. Items purchased at a discount or full price are to be rung into the register by a shift leader or manager with the name of the person receiving the discount. The original receipt is to be left in the cash register with a duplicate given to the employee to be kept with the food item or taped to bottled beverages. The product is to be paid for on the other side of the counter before taken on break. Consumption of product prior to paying will be considered a violation of this policy. ("I was going to pay after" is not acceptable).
5. There is no employee discount offered to off-shift employees. Employees will be entitled to a \$3.00 discount on any BR ice cream cake at any time.
6. All items taken off the premises must be paid for. Employees must purchase all products taken off the premises at full price. There is no discount on half dozens, dozens, Box-Of –Joe, Coffee by the Pound, K-Cups, premiums (mugs, thermos, canisters, etc.) ice cream etc.
7. Our policy requires that all unsold product be thrown away at the end of the day. This product is not to be taken home by employees, given away, discounted, or donated.
8. All products made by mistake are to be placed in the waste bin and recorded. These products may not be consumed by employees, sampled, discounted, etc.
9. No product is to be given away or discounted without the approval of the store manager. This includes munchkins to children, dogs, etc. Feeding dogs or petting dogs at the Drive Through is not allowed, this falls under food safety and sanitation policies.
10. Cashiers are responsible for ringing in employee purchases. If an employee refuses to pay, cashiers must report this to store management. Cashiers willfully failing to ring in employee purchases (or failing to notify management of a refusal of a co-worker to pay) will be considered to be under-ringing and will be terminated.

**Our policy specifically states that no product be given away at any time for any reason other than to resolve a customer complaint per our complaint policy.**

## **Right to Know**

All employees have a right to know about the chemicals and materials found in the workplace. The Company will identify hazardous chemicals/materials, provide Material Safety Data Sheets and train all employees regarding the safe use of these materials in the workplace. Employees will be trained as a part of initial orientation with annual refresher training conducted thereafter.

Each employee will be asked to sign a form to document the required initial and annual refresher training. This form will be kept in the employee's file.

## **SHOULD YOU LEAVE THE COMPANY**

### **Resignations and Termination of Employment**

Employment with the Company is at will. Nothing in this handbook creates an expressed or implied contract.

#### **By Employee**

Employees who consider leaving the Company's employ should discuss the situation with their Supervisor. With a better understanding of the concerns it may be possible to make an adjustment that will satisfy the employee. If, after due consideration, the employee decides to resign, the employee should submit a resignation in writing to his/her Supervisor two weeks prior to the employee's last day of work.

#### **By Employer**

The Company maintains the right to terminate any employee of the Company without cause or notice in its discretion.

#### **Procedure**

Supervisors will complete necessary termination forms and procedures. Employees will be required to return Company property, including Company owned keys, and other property.

# Employee Acknowledgment Form

The employee handbook describes important information about the Company, and I understand that I should consult the Human Resources Supervisor regarding any questions not answered in the handbook.

I have entered into my employment relationship with the Company voluntarily and acknowledge that there is no specified length of employment. Accordingly, either the Company or I can terminate the relationship at will, with or without cause, at any time, so long as there is no violation of applicable federal or state law.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the handbook may occur, except to the Company's policy of employment-at-will. I understand that revised information may supersede, modify, or eliminate existing policies.

Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

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Employee Name (printed)

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Employee Signature

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Date

*(Keep in employee's personnel file)*