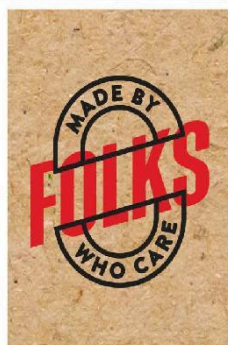
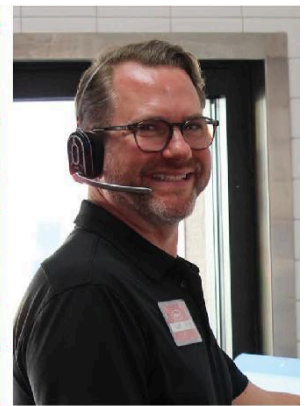
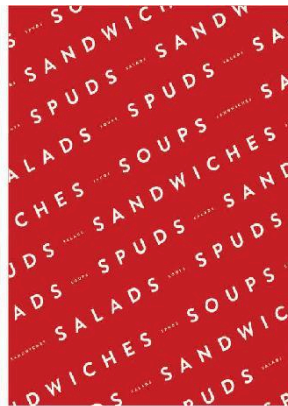
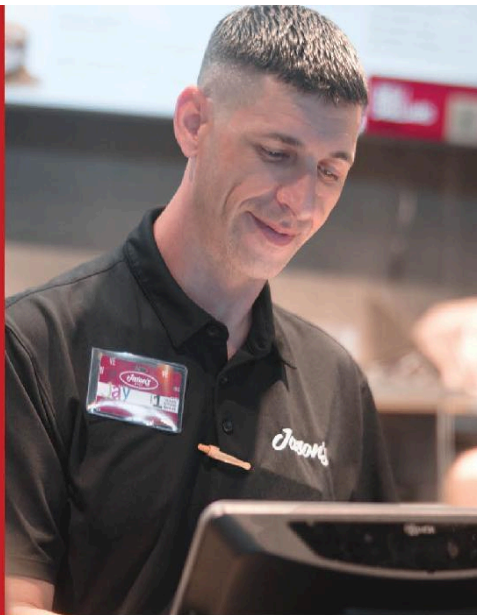


# EMPLOYEE HANDBOOK

IMPROVING THE LIVES OF OTHERS THROUGH  
NOURISHMENT OF THE BODY, MIND, HEART AND SPIRIT.



Revised Oct 2026

## **Using This Manual**

This Manual is designed to acquaint you with Deli Management, Inc. d/b/a Jason's Deli and provide you with information about working conditions and policies affecting your employment.

The policies contained in this Manual apply to all employees of Deli Management, Inc. You are responsible for reading, understanding, and complying with all the policies contained in this Manual.

Nothing in this Manual alters your status as an employee at will. The contents of this Manual should not be understood as a contract or a promise of continued employment between the Company and any of its employees. This Manual and the at-will employment relationship supersede any prior oral or written representations, agreements, or understandings to the contrary.

Since our business and organization are subject to change, we reserve the right to interpret, change, suspend, or cancel all or any part of our policies, procedures, and benefits at any time, with or without notice, except as prohibited by law. Changes will be effective on the dates determined by the Company.

This Manual supersedes all previous employee manuals and memos that may have been issued from time to time on subjects covered in this Manual.

No individual, supervisor, or manager has the authority to modify the policies outlined in this Manual or to alter an employee's at-will status; only the CEO or President may do so, and only in a written document signed by that officer. If you are uncertain about any policy or procedure, speak with your direct supervisor or contact the Vice President of Human Resources at [hr@jasonsdeli.com](mailto:hr@jasonsdeli.com).

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## **Welcome**

We are very happy you have become a part of our company! Jason's Deli is a growing company with tremendous potential. We hope your career with us will be long, enjoyable, and satisfying. We are proud of the commitment our employees show on a daily basis, and we want to earn the same level of commitment from you.

## **History of the Company**

The history of Jason's Deli began on November 30, 1976. On that date, Joe Tortorice opened the first Jason's Deli in Beaumont, Texas, with only 40 seats and 12 items on the menu. During the deli's first year, Joe worked at the deli during lunch, nights, and weekends while maintaining a full-time job for the State of Texas. When Joe was not in the deli, his wife, parents, and grandparents tended the store.

Three years after opening the first deli, Joe opened his second deli in Port Arthur, Texas, and took the town by storm. In 1986, Jason's Deli was incorporated under the corporate name of Deli Management, Inc. (DMI). Since then, Jason's Deli has been growing steadily, averaging 10-12 units per year.

Today, our restaurants average 4,500 square feet, seat over 200 guests, and offer over 100 menu items. Our corporately owned and independently owned franchise stores can be found in Texas, Louisiana, Arkansas, Mississippi, Alabama, Florida, Georgia, South Carolina, North Carolina, Tennessee, Kentucky, Virginia, Maryland, Pennsylvania, Ohio, Indiana, Illinois, Wisconsin, Iowa, Missouri, Nebraska, Kansas, Oklahoma, Colorado, Arizona, New Mexico, and Nevada.

From the beginning, Jason's Deli owners have taken active roles in every aspect of the business. Their hands-on management style permeates the culture of Jason's Deli, and it's what our success is built on. They have a distinct passion for this business, and it's contagious.



## MISSION

TO MAKE EVERY CUSTOMER HAPPY

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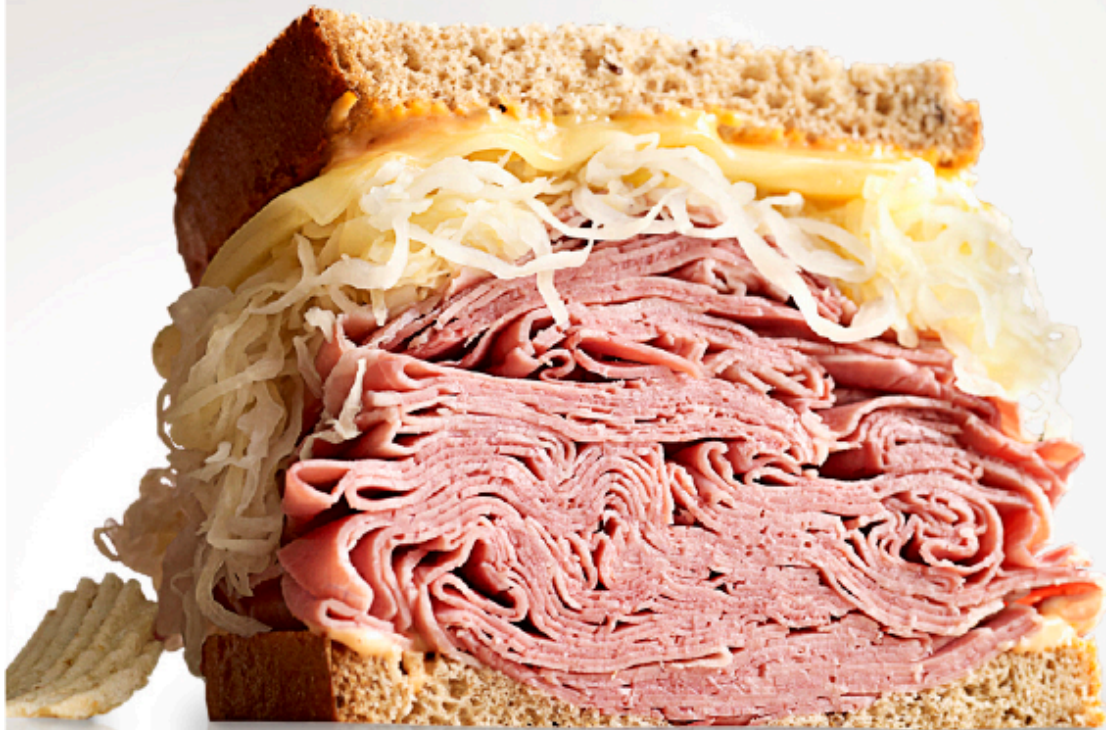
## PURPOSE

TO IMPROVE THE LIVES OF OTHERS  
THROUGH NOURISHMENT OF THE BODY,  
MIND, HEART, AND SPIRIT

---

## CORE VALUES

THE HIGHEST QUALITY FOOD SERVED SAFELY  
OUT OF THIS WORLD HOSPITALITY  
THE HIGHEST PERSONAL STANDARDS  
A GREAT PLACE TO WORK  
A HEALTHY GROWING COMPANY





# LIVING OUR 5 CORE VALUES AND GUIDING PRINCIPLES

## THE HIGHEST QUALITY FOOD SERVED SAFELY



Jason's Deli food must always be fresh, appealing and delicious.

We are dedicated to food quality, variety, safety and value for all.

I am Jason's Deli and I will always:

- Practice good personal hygiene and inform management if I am not feeling well
- Wash my hands correctly and change gloves often
- Clean, sanitize and disinfect my work area properly
- Keep food products out of the Temperature Danger Zone (41°F - 140°F)
- Discard expired products

We hold ourselves accountable to our food safety policies and procedures, and we will speak up to ensure the safety of our food for everyone we serve.

We never put a sense of urgency before food safety.

We will serve healthy alternatives to help our customers eat better.

We insist that our vendors, growers and suppliers share our commitment to food quality and safety.

**"GREAT FOOD, SERVED SAFELY."**

## OUT OF THIS WORLD HOSPITALITY

I am Jason's Deli and promise to:

- Make eye contact
- Greet you with a smile
- Call you "Sir" or "Ma'am"
- Help you and make you happy
- THANK YOU.

Jason's 5 Hospitality Rules

Our reputation for family-friendly hospitality depends on every employee, every time.

Any guest complaint is an opportunity to make a customer for life.

Jason's Deli restaurants are extraordinarily clean, inviting and enjoyable.

We will quickly and accurately serve every customer a consistent product

- Each and every order
- From deli to deli
- Across our nation

We expect the same level of out of this world hospitality for dine-in, take-out, delivery and drive-thru.

We will build loyal customers by being accurate and timely on every order, "Always right; never late."

We strive to enhance the quality of people's lives and add value to communities.

**"WHATEVER IT TAKES, MAKE IT RIGHT."**



## A GREAT PLACE TO WORK



Our goal is to create a joyful workplace by committing conscious acts of kindness for our fellow employees and customers with every opportunity.

Our Jason's work environment is customer-driven, fast-paced, goal-oriented, passionate and fun.

Guided by Servant Leadership, we:

- Remove obstacles to people's growth and development
- Foster open communication
- Accentuate positives
- Teach as well as learn from our people

Our founders instilled a culture that encourages us to be family to each other...we are a home.

We strive to employ a diverse workforce that is reflective of our local communities.

We value the cultural, ethnic and religious differences of our people and appreciate their gifts, talents, and the experiences they bring.

We give people what they need to be successful:

- Excellent training and development
- Promotion from within
- Benefits
- Appreciation
- A safe environment

We recognize and reward performance.

We provide our employees the vision and direction to be the best at what they do.

**"EXECUTION THROUGH DEVELOPMENT OF OTHERS."**

## A HEALTHY GROWING COMPANY

We are committed to increasing sales, controlling costs, following systems and creating efficiency.

We believe that a profitable, prospering company better people's lives and can be achieved by living our Core Values.

Our company grows through strengthening customer, community, employee and franchise relationships.

We are committed to achieving an adequate rate of return for all stakeholders, including our franchise partners.

Our growth is fueled by profitable deli expansion at a controlled pace.

We believe in products and services that create shared value for our company, our people and our customers.

We listen to our people, our guests and the world around us, and strategically evolve to meet their needs.

We believe frugality strengthens the health of the company.

**"MAXIMIZE PROFITABILITY BY LIVING OUR CORE VALUES."**

## THE HIGHEST PERSONAL STANDARDS

We have clear expectations for ethical behavior and integrity from everyone who represents our brand.

We encourage personal development through self-study, seminars, workshops, retreats and continuing education.

Jason's people are true to the eight

Servant Leadership values of:

- Kindness
- Humility
- Selflessness
- Commitment
- Patience
- Respect
- Forgiveness
- Honesty

To which we add:

- Encouragement
- Gratefulness
- Vulnerability
- Curiosity

We actively listen.



Jason's people:

- Are positive in attitude and professional in appearance
- Believe in teamwork for success, personal responsibility for growth and helping others for happiness
- Desire to be the best in the business

**"DO THE RIGHT THING, EVEN WHEN NO ONE IS LOOKING."**

## **Employment At-Will**

It is the policy of Jason's Deli that all employees who do not have a written employment contract are employed at the will of the Company for an indefinite period. This means that either the employee or the Company may terminate the employment relationship at any time, for any reason or no reason, with or without cause, and with or without advance notice, subject only to the requirement that the Company's reason not be unlawful. Employees may resign from the Company at any time for any reason, with or without notice. Likewise, the Company may end its employment relationship with an employee at any time, with or without cause or notice, so long as the reason is not unlawful or discriminatory.

If you decide to terminate your employment with us, we request that you provide appropriate notice to us in the form of a letter of resignation.

No Company representative, except the CEO and/or President, is authorized to modify this policy or the at-will employment relationship for any employee, or to enter into any agreement contrary to this policy, and any such modification or agreement is valid and enforceable only if it is set forth in a written document that is signed by the CEO or President and that expressly alters at-will status. Any statements contained in employee manuals, employment applications, job offer letters, Company memorandums, or other materials provided to employees in connection with their employment shall not modify this policy. Completion of the introductory period or conferral of regular employment status shall not change an employee's status as an employee-at-will or in any way restrict the Company's right to terminate such an employee.

## **Essential Policies: Equal Employment Opportunity/No Discrimination/No Harassment**

### **Equal Employment Opportunity**

Deli Management, Inc. (Jason's Deli) is an Equal Opportunity Employer. This means that no consideration of race, color, sex, religion, national origin, age, disability, sexual orientation, gender identity, veteran status, citizenship status, or any other protected characteristic will negatively influence any aspect of the company's relationship with employees. Instead, employment decisions will be based on past experience, education, skills, personal qualifications, and individual capabilities as appropriate for the job in question. We encourage all qualified applicants and employees to seek jobs and promotional opportunities as they become available.

It is unlawful to refuse to use transgender workers' preferred pronouns and deny them access to gender-appropriate bathrooms.

The Company also complies with the Illinois law that restricts the circumstances under which employers may base employment-related decisions on an individual's credit report or credit history.

### **Diversity Statement**

Jason's Deli is committed to providing an environment that embraces individuality. We respect and cherish the distinctions our employees, managers, business partners, and guests bring to our company. We believe that we are able to hire better employees when we have a diverse applicant pool to select from, and that we make better business decisions when we try to understand our business environment through the eyes of a diverse range of customers. Jason's Deli recognizes and believes that diversity is critical to our ability to excel in an increasingly diverse and dynamic marketplace.

### **No Discrimination, No Harassment**

The Company is committed to maintaining a work environment that is free of harassment, discrimination, or inappropriate behavior.

The Company will not tolerate discrimination against its employees on the basis of their race, color, sex, religion, national origin, age, disability, sexual orientation, gender identity, veteran status, citizenship status, or any other characteristic protected by federal, state, or local law.

The Company's policy against discrimination applies to all aspects of the employment relationship, including recruiting, hiring, training, compensation, promotion, discipline, and termination. The policy likewise bars discrimination in working conditions, which is also referred to as harassment.

Harassment is defined as a change in working conditions caused by unwelcome behavior that is based on one of the protected categories mentioned above. Harassment can be verbal, written, or physical in nature. It can take the form of improper touching, explicit sexual propositions, "kidding" or "teasing," offensive jokes, derogatory comments (i.e., using the "N" word, etc.), or language, offensive gestures, horseplay, inappropriate pictures, or inappropriate emails or text messages. It can include conduct that takes place on social media outlets such as Facebook, X, Snapchat, Instagram, and other forms of social media.

Harassment includes not only behavior that is based on sexual attraction or desire, but also behavior that is based on hostility toward the opposite sex, hostility toward a different religion, hostility toward a person's disability, or hostility toward a person based on any other characteristic of that person that is protected by law.

This policy is intended to prohibit not only harassment, but also behavior that is simply disrespectful or insensitive, even if that behavior is not directed at any individual in particular or is not intended to be harassing.

No employee is exempt from this policy. It applies to officers, managers, supervisors, and employees with equal force. This policy also applies to harassment or discrimination by customers, vendors, contractors, or other persons coming into the workplace. The Company will take reasonable steps to protect its employees from harassment by these persons.

Any reports of discrimination or harassment should be reported to the Human Resources Department immediately or as soon as possible.

This policy governs the conduct of the Company's employees regardless of where that conduct takes place. Thus, conduct during Company-sponsored functions, during Company-related trips, or during gatherings of Company employees may also be covered by this policy. Conduct will be judged by its ultimate effect on working conditions, even if it occurred outside the Company's premises.

## **Reporting**

Employees are not required to use the normal chain of command to report discrimination or harassment. Instead, any employee who believes that he or she has experienced or witnessed harassment or discrimination must contact one of the following immediately:

- Your Store Manager.
- Your direct supervisor if you do not work in a store.
- The Human Resources Manager or Vice President of Human Resources by phone 972-602-4305 or email [hr@jasonsdeli.com](mailto:hr@jasonsdeli.com);

The Ethics Report It Hotline. You can reach our Report It Hotline by calling 877-778-5463 or texting "JASONSDELI" TO 63975. If your initial report does not result in a solution to the problem, contact Human Resources immediately. A supervisor or manager who receives a complaint or who sees or knows of harassment or discrimination must take immediate action by notifying both their immediate supervisor and Human Resources.

The Company's policy is to investigate and document all complaints thoroughly and promptly. Subject to the constraints imposed by the need to conduct an effective investigation, the Company will keep complaints and the terms of their resolution confidential.

If the Company determines that this policy has been violated, it will take remedial action that is effective and appropriate to the circumstances. Violations of this policy will result in discipline up to and including termination of employment. The final decision as to the appropriate discipline is at the Company's sole discretion.

This policy is intended to stop unwelcome behavior before it reaches the level of unlawful discrimination or harassment. Under this policy, employees who engage in unwelcome behavior will be subject to discipline for inappropriate behavior or the use of poor judgment, even if their misconduct has not yet reached the level of substantiality necessary to violate applicable laws against harassment.

### **Contacting Us-Questions About Your Employment:**

If you need to contact your Business Coach or Human Resources Manager, please check the bulletin board in your store for his or her telephone number or email address.

If you need to contact Human Resources, please call (972) 602-4305 or email [hr@jasonsdeli.com](mailto:hr@jasonsdeli.com).

### **Employee Complaint Hotline/Report It**

We are all expected to conduct ourselves with very high morals and values. If possible, employees should attempt to go to a manager first to report any concerns. If the complaint has not been handled or if you are uncomfortable talking to someone inside your deli/departments, then you can reach out to Report It or HR. Our reporting hotline allows you to voice your thoughts or report any illegal, discriminatory, or otherwise inappropriate conduct. You can reach our Report It Hotline by calling 877-778-5463 or text "JASONSDELI" TO 63975. All reports to the Hotline can be reported anonymously if preferred and treated as confidential.

### **False and Frivolous Complaints**

False and frivolous charges refer to cases where the accuser is using a sexual harassment complaint to accomplish some end other than stopping sexual harassment. It does not refer to charges made in good faith that cannot be proven. Given the seriousness of the consequences for the accused, a false and frivolous charge is a severe offense that can itself result in disciplinary action up to and including termination.

### **No Retaliation**

The Company will not tolerate any form of retaliation against any employee who makes a good faith complaint of discrimination or harassment, who refuses to participate in unlawful discrimination, or who refuses to submit to harassment. If you file ANY type of complaint with ANYONE in the company, you will not be penalized or retaliated against for doing so. Such retaliation is grounds for disciplinary action, up to and including termination.

On the other hand, any employee who intentionally makes an unfounded complaint of discrimination or harassment for malicious reasons will be subject to discipline up to and including termination.

### **Arizona Law-Working Conditions**

Employees are required to notify the company in writing when a work condition exists that the employee believes is intolerable, that will compel the employee to resign, or that constitutes a constructive discharge, if the employee wants to preserve the right to bring a claim against the

employer alleging that the working condition forced the employee to resign. Please email [hr@jasonsdeli.com](mailto:hr@jasonsdeli.com) with any concerns or questions.

## **Illinois Sexual Harassment Policy**

The company is committed to providing a workplace that is free from all forms of discrimination, including sexual harassment. Any employee's behavior that fits the definition of sexual harassment is a form of misconduct that may result in disciplinary action up to and including dismissal. Sexual harassment could also subject this company and, in some cases, an individual to substantial civil penalties.

The company's policy on sexual harassment is part of its overall affirmative action efforts pursuant to federal and state laws prohibiting discrimination based on age, race, color, religion, national origin, citizenship status, unfavorable discharge from the military, marital status, disability, and gender. Specifically, sexual harassment is prohibited by Title VII of the Civil Rights Act of 1964 and the Illinois Human Rights Act.

Each employee of this company must refrain from sexual harassment in the workplace. No employee - male or female - should be subjected to unsolicited or unwelcome sexual overtures or conduct in the workplace. Furthermore, it is the responsibility of all supervisors and managers to make sure that the work environment is free from sexual harassment. All forms of discrimination and conduct which can be considered harassing, coercive or disruptive, or which create a hostile or offensive environment must be eliminated. Instances of sexual harassment must be investigated in a prompt and effective manner.

All employees of this company, particularly those in a supervisory or management capacity, are expected to become familiar with the contents of this policy and to abide by the requirements it establishes.

## **Illinois Sexual Harassment Policy-Definition of Sexual Harassment**

According to the Illinois Human Rights Act, sexual harassment is defined as:

Any unwelcome sexual advances, requests for sexual favors or any conduct of a sexual nature when:

1. Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment.
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

The courts have determined that sexual harassment is a form of discrimination under Title VII of the U.S. Civil Rights Act of 1964, as amended in 1991.

One example of sexual harassment is a case where a qualified individual is denied employment opportunities and benefits after rejecting the supervisor's sexual advances or request(s) for sexual favors or the individual is terminated. Another example is when an individual is subjected to unwelcome sexual conduct by co-workers because of his or her gender, which makes it difficult for the employee to perform his or her job.

Other conduct, which may constitute sexual harassment, includes:

- Verbal: Sexual innuendos, suggestive comments, insults, humor, and jokes about sex, anatomy, or gender-specific traits, sexual propositions, threats, repeated requests for

dates, or statements about other employees, even outside of their presence, of a sexual nature.

- Non-Verbal: Suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls", "smacking" or "kissing" noises.
- Visual: Posters, signs, pin-ups, or slogans of a sexual nature, viewing pornographic material or websites.
- Physical: Touching, unwelcome hugging or kissing, pinching, brushing the body, any coerced sexual act, or actual assault.
- Textual/Electronic: "Sexting" (electronically sending messages with sexual content, including pictures and video), the use of sexually explicit language, harassment, cyber stalking and threats via all forms of electronic communication (e-mail, text/picture/video messages, intranet/on-line postings, blogs, instant messages and social network websites like Facebook and X).

While the most commonly recognized forms of sexual harassment involve the types of conduct described above, non-sexual conduct can also constitute a violation of the applicable laws when that conduct is directed at the victim because of his or her gender (for example, a female employee who reports to work every day and finds her tools stolen, her workstation filled with trash and her equipment disabled by her male co-workers because they resent having to work with a woman).

The most severe and overt forms of sexual harassment are easier to determine. On the other end of the spectrum, some sexual harassment is more subtle and depends, to some extent, on individual perception and interpretation. The courts will assess sexual harassment by a standard of what would offend a "reasonable person."

For this reason, every manager, supervisor, and employee must remember that seemingly "harmless" and subtle actions may lead to sexual harassment complaints. The use of terms such as "honey", "darling", and "sweetheart" is objectionable to many women who believe that these terms undermine their authority and their ability to deal with men on an equal and professional level. While use of these terms by an individual with authority over a female employee will rarely constitute an adverse employment action, it may lead to the creation of a hostile work environment.

Another example is the use of a compliment that could potentially be interpreted as sexual in nature. Below are three statements that might be made about the appearance of a woman in the workplace:

- "That's an attractive dress you have on."
- "That's an attractive dress. It really looks good on you."
- "That's an attractive dress. You really fill it out well."

The first statement appears to be simply a compliment. The last is the most likely to be perceived as sexual harassment, depending on individual perceptions and values. To avoid the possibility of offending an employee, it is best to follow a course of conduct above reproach or to err on the side of caution.

Sexual harassment is unacceptable misconduct, which affects both genders. Sexual harassment will often involve a man's conduct directed at a woman. However, it can also involve a woman harassing a man or harassment between members of the same gender.

### **Illinois Sexual Harassment Policy-Responsibility of Individual Employees**

Each individual employee has the responsibility to refrain from sexual harassment in the workplace.

An individual employee who sexually harasses a fellow worker is, of course, liable for his or her individual conduct.

The harassing employee will be subject to disciplinary action up to and including discharge in accordance with company policy or any applicable collective bargaining agreement, as appropriate.

### **Illinois Sexual Harassment Policy: Responsibility of Supervisory Personnel**

Each supervisor is responsible for maintaining the workplace free of sexual harassment. This is accomplished by promoting a professional environment and by dealing with sexual harassment as with all other forms of employee misconduct. It must be remembered that supervisors are the first line of defense against sexual harassment. By setting the right example, a supervisor may discourage his or her employees from acting inappropriately. In addition, supervisors will often be the first to spot objectionable conduct or the first to receive a complaint about conduct that he or she did not observe.

The courts and the Illinois Human Rights Commission have found that organizations as well as supervisors can be held liable for damages related to sexual harassment by a manager, supervisor, employee, or third party (an individual who is not an employee but does business with an organization, such as a contractor, customer, sales, representative, or repair person).

Liability is either based on an organization's responsibility to maintain a certain level of order and discipline among employees or on the supervisor, acting as an agent of the organization. It should be noted that recent United States Supreme Court cases involving sexual harassment claims against supervisors have made the employer's liability for supervisors' actions even stricter. Therefore, supervisors must understand that their adherence to this policy is vitally important, both with regard to their responsibility to maintain a work environment free of harassment and, even more importantly, with regard to their own individual conduct. The law continues to require employers to remain vigilant and effectively remedy sexually harassing conduct perpetrated by individual(s) on their coworkers. Supervisors must act quickly and responsibly, not only to minimize their own liability but also that of the company.

Specifically, a supervisor must address an observed incident of sexual harassment or a complaint, with equal seriousness, report it, take prompt action to investigate it, implement appropriate disciplinary action, take all necessary steps to eliminate the harassment, and observe strict confidentiality. This also applies to cases where an employee tells the supervisor about behavior considered sexual harassment but does not want to make a formal complaint.

Also, supervisors must ensure that no retaliation will result against an employee making a sexual harassment complaint.

Furthermore, managers/supervisors should remind employees, on a regular basis, that their incoming and outgoing electronic messages on employer-owned/issued equipment are subject to monitoring and that employees have no expectation of privacy on employer-owned/issued electronic equipment. Inform employees that if they are subjected to inappropriate electronic communications while at work or on employer-owned equipment, or even on their personal cell phones and computers, that they should contact their supervisor or Human Resources immediately. Advise managers, supervisors, and employees not to "friend" each other on social networks and to limit their electronic messages to relevant business matters. Investigate complaints on a case-by-case basis and remind employees of the company's code of conduct and ethics rules if applicable.

### **Illinois Sexual Harassment Policy-Procedures for Filing a Complaint**

An employee who either observes or believes herself/himself to be the object of sexual harassment should deal with the incident(s) as directly and firmly as possible by clearly

communicating her/his position to the offending employee, her/his supervisor, and the company contact:

- HR (phone 972-602-4305/email [HR@jasonsdeli.com](mailto:HR@jasonsdeli.com)) or you can reach our Report It Hotline by calling 877-778-5463 or texting "JASONSDELI" TO 63975.

It is not necessary for sexual harassment to be directed at the person making a complaint.

The following steps may also be taken: document or record each incident (what was said or done, the date, the time, and the place). Documentation can be strengthened by written records such as letters, notes, memos, and telephone messages.

All charges, including anonymous complaints, will be accepted and investigated regardless of how the matter comes to the attention of the company. However, because of the serious implications of sexual harassment charges and the difficulties associated with their investigation and the questions of credibility involved, the claimant's willing cooperation is a vital component of an effective inquiry and an appropriate outcome.

No one making a complaint will be retaliated against, even if a complaint made in good faith is not substantiated. In addition, any witness will be protected from retaliation.

Proper responses to conduct which is believed to be sexual harassment may include the following:

- Electronic/Direct Communication. If there is sexual harassing behavior in the workplace, the harassed employee should directly and clearly express her/his objection that the conduct is unwelcome and request that the offending behavior stop. The initial message may be verbal. If subsequent messages are needed, they should be put in writing in a note or a memo.
- Contact with Supervisory Personnel. At the same time, direct communication is undertaken, or in the event the employee feels threatened or intimidated by the situation, the problem must be promptly reported to the immediate supervisor or Managing Partner.

If the harasser is the immediate supervisor, the problem should be reported to the next level of supervision or Kari Gfrorer, Human Resource Manager (972-602-4305), [kari.gfrorer@jasonsdeli.com](mailto:kari.gfrorer@jasonsdeli.com), or [hr@jasonsdeli.com](mailto:hr@jasonsdeli.com).

### **Illinois Sexual Harassment Policy-Formal Written Complaint**

An employee may also report incidents of sexual harassment directly to [hr@jasonsdeli.com](mailto:hr@jasonsdeli.com) or the Report It Hotline by calling 877-778-5463 or texting "JASONSDELI" TO 63975 or Kari Gfrorer, Human Resource Manager (972-602-4305), [kari.gfrorer@jasonsdeli.com](mailto:kari.gfrorer@jasonsdeli.com), will counsel the reporting employee and be available to assist with filing a formal complaint. The company will fully investigate the complaint and advise the complainant and the alleged harasser of the results of the investigation.

Resolution Outside Company. The purpose of this policy is to establish prompt, thorough, and effective procedures for responding to every complaint and incident so that problems can be identified and remedied internally. However, an employee has the right to contact the Illinois Department of Human Rights (IDHR) or the Equal Employment Opportunity Commission (EEOC) about filing a formal complaint. An IDHR complaint must be filed within 180 days of the alleged incident(s) unless it is a continuing offense. A complaint with the EEOC must be filed within 300 days. In addition, an appeal process is available through the Illinois Human Rights Commission (IHRC) after IDHR has completed its investigation of the complaint. Where the employing entity has an effective sexual harassment policy in place and the complaining employee fails to take

advantage of that policy and allow the employer an opportunity to address the problem, such an employee may, in certain cases, lose the right to further pursue the claim against the employer.

### **Illinois Sexual Harassment Policy-Administrative Contacts**

#### Illinois Department of Human Rights (IDHR)

- Chicago: 312-814-6200 or 800-662-3942 Chicago TTY: 866-740-3953
- Springfield: 217-785-5100
- Springfield TTY: 866-740-3953
- Marion: 618-993-7463 Marion TTY: 866-740-3953

#### Illinois Human Rights Commission (IHRC)

- Chicago: 312-814-6269
- Chicago TTY: 312-814-4760
- Springfield: 217-785-4350
- Springfield TTY: 217-557-1500

#### United States Equal Employment Opportunity Commission (EEOC)

- Chicago: 800-669-4000
- Chicago TTY: 800-869-8001

An employee, who is suddenly transferred to a lower-paying job or passed over for promotion after filing a complaint with IDHR or EEOC, may file a retaliation charge, also due within 180 days (IDHR) or 300 days (EEOC) of the alleged retaliation.

An employee who has been physically harassed or threatened while on the job may also have grounds for criminal charges, such as assault or battery.

### **Accommodations**

Any qualified employee with a disability may request a reasonable accommodation that will enable him or her to perform the essential functions of his or her job, or that will enable him or her to enjoy the benefits of employment on an equal basis with fellow employees.

Accommodation may include making modifications in how a job is performed, changing an employee's schedule, or providing additional leave for an employee beyond that mandated by Company policy. It is the employee's responsibility to request a reasonable accommodation when needed. The employee should do so by contacting his or her supervisor, explaining the need for accommodation, and making clear what accommodation is being requested.

The Company may ask the employee to provide a statement from a health-care provider explaining the need for the accommodation, including but not limited to what physical limitations exist and how they best may be accommodated. The employee need not disclose confidential details of any health condition that underlies the request for accommodation that are not necessary to understand the need for accommodation or how that may be best accomplished.

If requested by Jason's Deli, the employee must either provide appropriate documentation from the health-care provider or permit the employer to contact the provider for clarification. The Company and the employee will then engage in an interactive process to determine what accommodation will be provided.

Please remember, the selection of the appropriate accommodation remains the Company's responsibility, and we may ask you to work under a different accommodation than the one you initially requested, if the different accommodation better balances your need for accommodation with the efficient operation of the business. An employee's failure to continue to engage in the interactive process will be understood as a withdrawal of the request for accommodation.

Managers should notify Human Resources when an employee requests a reasonable accommodation so that HR can assist with determining the proper accommodation.

Accommodation may also include accommodation of an employee's sincere religious beliefs. Religious accommodations will be provided so long as they do not impose more than a minimal impact on the deli's operations. Again, management should notify HR when a reasonable accommodation on religious grounds is requested.

If you believe you have been denied a reasonable accommodation by your supervisor, please report your concern to Human Resources immediately. Requests for reasonable accommodation are protected by law. No Jason's Deli employee will be retaliated against for seeking a reasonable accommodation.

Deli Management, Inc. will make reasonable accommodations for the known physical or mental impairments of an otherwise qualified employee or applicant with a disability, unless undue hardship would result. Any employee who requires accommodation in order to perform the essential functions of their job should contact their Managing Partner to request such an accommodation. The Managing Partner will communicate with the employee and engage in a timely, good-faith interactive process with the employee. The Company has the right to choose among equally effective accommodations.

Employees with questions or concerns regarding this policy should contact Human Resources. Employees should also consult the Accommodation policy in the Employee Handbook. For accommodations related to pregnancy, childbirth, or a related medical condition, employees should also refer to the Pregnant Workers Fairness Act (PWFA) policy in this Manual.

### **Virginia-Reasonable Accommodations for Individuals with Disabilities**

Employees and job applicants have the right to be free from discrimination on the basis of disability and have the right to request reasonable accommodations for disabilities.

It is unlawful for an employer in Virginia with five or more employees to take certain actions against a job applicant or employee because of disability. Accordingly, the Company will not:

- Fail or refuse to hire, terminate, or otherwise discriminate against any individual on the basis of disability;
- Refuse to make reasonable accommodation to the known physical and mental impairments of an otherwise qualified person with a disability, if necessary to assist that person in performing a particular job, unless the accommodation would impose an undue hardship on the Company's business, consistent with Virginia law;
- Take adverse action against an employee because they request or use a reasonable accommodation in accordance with the Virginia Human Rights Act (VHRA);
- Deny employment or promotion opportunities to an otherwise qualified applicant or employee because the Company must make reasonable accommodation(s) for a disability; or
- Require an employee to take leave if another reasonable accommodation can be provided to the known limitations related to the disability.

### **Illinois Religious Accommodation:**

Employees and applicants for employment may request reasonable accommodation for their sincerely held religious beliefs, practices, and/or observances, including but not limited to the wearing of any attire, clothing, or facial hair in accordance with the requirements of their religion. In accordance with the Illinois Human Rights Act (IHRA), the Company will provide reasonable accommodation unless such accommodation would impose an undue hardship on the Company's business operations.

The Company will not deny employment opportunities or take adverse employment actions against employees or otherwise qualified applicants for employment based on the need to make such reasonable accommodations, nor will the Company retaliate against applicants or employees who request accommodations or otherwise exercise their rights under the IHRA. Employees who have questions about this policy or who wish to request reasonable accommodation under this policy should contact their Human Resources representative.

### **Accessibility of Restaurants to Disabled Guests**

All restaurant personnel must ensure that guests with disabilities are provided access to the restaurant that is equal to the access provided to non-disabled guests.

To ensure that this goal is met, restaurant personnel should ensure that the following goals are met on a daily basis:

1. Meet and greet the guest and follow normal guest-service procedures. Please be aware that persons with disabilities do not appreciate pity and are entitled to the same treatment and respect as anyone else.
2. Know the location of all tables and/or bar seats in the restaurant that are accessible to disabled guests. Be prepared to assist disabled individuals in being seated and served at an accessible table or seat. If none of these tables or seats are available, get a manager involved to assist in freeing up accessible seating.
3. The manager on duty and any hourly employees who have responsibility for the floor at a given time are responsible for ensuring that guests with disabilities are provided an accessible table without undue delay. A guest with a disability is not necessarily entitled to be served ahead of non-disabled guests, but if a table opens up that has accessibility features that will be needed for a disabled guest who is waiting, that table should generally be held for the disabled guest, unless another accessible table is expected to be available at the time the disabled guest will be seated.
4. Be prepared to assist guests with vision disabilities in reading the menus and other printed materials that the guest may be unable to read on his or her own.
5. Be prepared to use a pen and a pad of paper for simple communications with persons with speech or hearing difficulties.
6. Management and staff should monitor the accessibility features of the store to ensure that persons with disabilities are not prevented from using accessible features by non-disabled guests.
7. Remind guests, when necessary, that designated accessible parking spaces must be kept free for persons with disabilities.
8. Ensure that tables, chairs, and other items within the restaurant are sufficiently spaced to ensure an accessible path of travel (minimum 36") for guests with disabilities, particularly those who use wheelchairs.
9. Ensure that walls and floors are kept clear within the areas that persons in wheelchairs may need to use to open doors.
10. Ensure that sidewalks, ramps, and other spaces within exterior paths of travel are kept free of tables, chairs, benches, or any movable obstructions.
11. Monitor the sidewalks, parking lot, and exterior routes to ensure that persons with disabilities can safely access the building. Management should ensure that any areas of sidewalk or parking lot that are under our control are kept in good repair and that any cracks, chips, potholes, or changes in the level of surfaces in the path of travel are corrected on a timely basis.
12. Ensure that all toilet seat fasteners, grab bars, handrails, and door hardware are kept tightened and adjusted to conform to ADA requirements.
13. Ensure that all hot-water pipes under restroom sinks (or in other accessible areas of the restaurant) are kept wrapped or protected so that they do not burn guests.

14. Ensure that doors are maintained so that they swing freely and without obstruction, so that guests with disabilities can access all public spaces within the store, including restrooms.
15. Fill paper-towel dispensers and other hygiene fixtures in restrooms, when empty, in a manner that they operate as designed, remain in their current locations, and can be accessed by the disabled.
16. Ensure that signage for restrooms, exits, and other features that may be used by guests with disabilities remains visible and up-to-date.
17. Understand that service dogs are allowed inside the restaurant with any individual who needs such assistance.
18. Be prepared to assist guests with disabilities with other needs upon their request.

## **Service Dogs/Animals**

Our policy is that service dogs are welcome in our restaurants so long as they are housebroken and under the owner's control. The service dog is not required to wear a vest, and the owner is not required to present any certification paperwork of any kind.

If a guest wishes to bring a service dog into the restaurant, only managers are permitted to ask the guest about the dog. The manager who speaks with the guest is permitted to ask only these two questions (and no others):

- Is that a service dog?
- What functions has it been trained to perform?

For health reasons, a service dog must stay on the floor and is not permitted to sit in one of our chairs or booths or to sit at table level. No other animals are permitted in our restaurants, with one exception:

In addition to service dogs, and as required by the Americans with Disabilities Act, the Company will make reasonable modifications to permit a miniature horse that has been individually trained to do work or perform tasks for an individual with a disability, where reasonable under the circumstances (considering the horse's type, size, and weight; whether the handler has it under control; whether it is housebroken; and whether its presence compromises legitimate safety requirements or safe operation of the restaurant). Animals that qualify as service animals under, or are otherwise required to be permitted by, applicable state or local law will also be allowed. Emotional support, comfort, or therapy animals are not service animals under the ADA and are generally not permitted unless required by applicable state or local law. If a manager is unsure whether an animal must be permitted, the manager should allow access and promptly contact Human Resources at [hr@jasonsdeli.com](mailto:hr@jasonsdeli.com) rather than deny access.

## **Child Labor and Employment Laws**

Scan QR Code for State Information



Managers are required to pay special attention to the laws that apply to the state in which their deli operates. It is mandatory that you are familiar with the laws pertaining to business operations in your state. Each state has different laws, so what you are familiar with in one state may not apply to another.

Baseline requirements for employing minors: At a minimum, the Company complies with the child-labor provisions of the federal Fair Labor Standards Act (FLSA) and with any state or local law that is more protective. Under the FLSA floor: (1) fourteen is the minimum age for most non-agricultural employment; (2) employees who are 14 or 15 may work only outside of school hours and are subject to daily and weekly limits on hours worked and to restrictions on how

early and how late in the day they may work; and (3) employees under 18 may not perform any task the U.S. Department of Labor has declared hazardous, including operating or cleaning certain power-driven equipment such as meat slicers, dough mixers, and balers or compactors.

Many states impose stricter age, hour, time-of-day, break, and work-permit or age-certificate requirements. Where federal, state, or local law differ, the Company follows the law most protective of the minor. The state-specific requirements accessible through the QR code above are incorporated into and form part of this Manual and control over the general text where they conflict.

Before hiring or scheduling any employee under 18, the manager must confirm and comply with all applicable age, hour, and work-permit requirements, obtain any required work permit or age certificate, and ensure the minor is not assigned to any prohibited task or equipment. When in doubt, contact Human Resources at [hr@jasonsdeli.com](mailto:hr@jasonsdeli.com) before scheduling a minor.

If you have any questions regarding state-specific Break Laws, email [hr@jasonsdeli.com](mailto:hr@jasonsdeli.com).

## **Separation Notices**

In the states of Alabama, Arizona, Georgia, Illinois, Iowa, Louisiana, Maryland, Missouri, Nevada, Pennsylvania, South Carolina, Tennessee and Wisconsin, Jason's Deli is required to give each employee a separation notice upon termination (voluntary or involuntary), regardless of the reason. This form must be given to the employee on his/her last day. If the employee is not available, it must be sent to his/her last known address. Please keep a copy in the employee's file. This form is available on the Gateway.

Please contact your HRM if you have questions concerning your store's needs for separation notices or employment certificates.

## **I-9 Compliance- There are no exceptions to these requirements.**

Each employee who works for Deli Management, Inc. should have an I-9 Form on file (paper form for those hired prior to March 2016 and an electronic form for those hired through an applicant tracking system). Paper I-9s should be kept in a separate binder and locked in the office.

The Employer must make a good-faith effort to view any documents presented by an employee that establish identity and authorization to work in the US. We cannot require an employee to provide specific documents. The employee may choose which documents to present (either one document from List A or one document from List B, AND one document from List C). If there are any questions about the documents, please reach out to the HR Department. All states, with the exception of Louisiana, should NOT make copies of the documents presented. You should only view them.

## **I-9 Recertification Process for List A Documents**

### **Non E-Verify states:**

- Delis should print any new hire's I-9 and store it in the I-9 binder only if the employee is using a list A document. In addition, it is the store manager's responsibility to re-certify any paper I-9s in the binder before they are completed in the applicant tracking system.

### **E-Verify States (AZ, AL, FL, GA, TN, NC, SC)**

- You should be receiving emails from our hiring portal notifying you that an I-9 recertification is due. Check your spam if you haven't been getting these emails. They should come from TalentReef. In addition, it is the store manager's responsibility to

re-certify any paper I-9s in the binder before they are completed in the applicant tracking system.

## **Louisiana: E-Verify Opt-Out Requirements**

In lieu of using E-Verify, state law requires LA delis to maintain copies (in a binder or in the employee's personnel file) of the documents used by new hires to complete the Form I-9. The copies of the documents must match what is on the I-9.

- Bottom line, it is the manager's responsibility to keep up with expiration dates and re-verify documentation accordingly.

## **Compensation**

The Company's goal is to make sure that all of its employees are paid correctly. Every position within the company will be classified as either exempt or non-exempt from the overtime and minimum wage requirements, based on the nature of the work that the position performs and the nature of the compensation that the position receives.

**Non-Exempt Employees:** (If you are unclear of your status, please contact HR.)

All non-exempt employees and managers must record all of their working time to the Company using actual (not scheduled) start and stop times. Hourly non-exempt employees must not work "off the clock" under any circumstances. Supervisors are prohibited from asking employees to "volunteer" to perform needed work off the clock, and employees are prohibited from offering to perform or performing work on an unpaid basis. If you believe that you are being asked or expected to work off the clock, contact Human Resources immediately. Any employee who becomes aware of violations of these rules, or of any other arrangements or practices that will result in an employee not receiving the pay he or she is due, must contact Human Resources immediately.

### **The following rules apply to timekeeping by non-exempt employees:**

Non-exempt employees must be paid for all hours worked. Hours are considered "hours worked" if they primarily benefit the company rather than the employee.

1. Any work that is done for the company by the employee must be done on the clock.
2. Each employee must clock himself or herself in. No employee or management personnel may adjust his/her own time. No employee is allowed to work under another employee's ID. No employee is allowed to clock another hourly employee in, except that management may clock an employee in manually when the employee forgets to clock in. Likewise, a manager may manually adjust an employee's time when the employee forgets to clock out. Any manager who manually adjusts an employee's time should try to consult with the employee to confirm the appropriate arrival time, but may rely on his or her own observations if the employee is no longer available.
3. All employees are expected to be on time for work. It is the employee's responsibility to be on time.
4. Jason's Deli does not permit managers a required "early arrival" time – unless the store commits to paying the employees beginning at the early arrival time. In other words, any arrival time designated by management must be considered the start of the shift, and the employees must be permitted to clock in at that time. They cannot be required to wait 15 minutes just for the convenience of the store or the manager.
5. If an employee arrives early, the employee should not perform any work without clocking in first. The employee should always get a manager's permission before clocking in early. If the employee has arrived early (due to his or her own choice) and the manager is not ready for the employee to clock in yet, the manager should direct the employee to wait until the scheduled start time.

6. When employees have finished their shift, it is strongly recommended that they do not linger on the line or back of the house when off duty. \*We do this to limit our / their exposure to any liabilities.
7. Employees'/managers' kids/family shouldn't hang out in the deli when the employee/manager is on duty.
8. It is prohibited to work non-employees or family members/friends off the clock.
9. Employees who consistently fail to arrive on time or fail to clock in before beginning work are subject to discipline up to and including discharge.
10. Managers are permitted to "cut" employees as needed when the volume in a store slows. When an employee is cut, the employee should perform all necessary side work or closing duties on the clock and should only clock out when ready to leave the restaurant. Under no circumstances are any closing duties to be performed off the clock.
11. If a manager requires an employee who has completed his or her duties and is properly checked out to wait in the store before leaving (for security reasons or for any other reason), the employee's waiting time should be on the clock. An employee who is merely waiting for a ride, staying on the premises to purchase a meal on his or her own time, or otherwise freed of work obligations and free to use the time for his or her own purposes should not be on the clock.
12. Employees are expected to complete their duties within their assigned shift. If an employee's duties on a given shift will take him or her beyond the expected end of the shift, the employee should communicate with the manager about that so that the manager can decide whether the employee should be permitted to work later or whether the work should be shifted to another employee instead.
13. If a manager observes that an employee has worked more hours than scheduled, the manager is not permitted to "prune" the employee's hours back to the expected schedule via manual adjustment. This behavior is strictly forbidden and will usually result in the termination of the manager. Employees should be paid for all hours worked. It is management's duty to establish good communication about work hours and to control when employees actually start and stop work. The manual adjustment feature cannot be used as a substitute for this responsibility.
14. Ordinary home-to-work or work-to-home travel by non-exempt employees is not compensable. However, travel between stores or locations during the workday are usually compensable. Travel away from home for mandatory company events shall be compensable where it cuts across normal business hours on regular working days as well as non-workdays. The company reserves the right to pay travel time at an hourly rate of the minimum wage in the locale where the employee works. Travel time will begin when an employee leaves his/her home (minus normal commute time) and arrives at their destination. Hourly employees and managers traveling on a business trip should be paid for travel time as well as mileage if driving their own vehicle. Waiting time prior to flight should, when at all possible, be limited to one hour prior to the scheduled flight. Any questions about travel time should be directed to Human Resources.
15. Any time that non-exempt employees are required to spend attending mandatory meetings or training is compensable. Time spent at the non-mandatory activities and/or meals shall not be compensable. For example, attendance at a company holiday party is not mandatory and thus not compensable. Any company meeting may have mandatory attendance portions as well as non-mandatory and thus non-compensable components. Any time that employees spend working special events or engaged in marketing for the company is compensable time. The manager on duty or in charge of the meeting or event is responsible for making sure that all such time is properly recorded. Whenever possible, such time should be recorded by having employees punch in or out on the store's timekeeping system. However, if the work occurs off-site or the manager does not have access, the manager is responsible for ensuring that accurate time and attendance records are kept for the event and that the time is entered into the timekeeping system as soon as possible.

16. Non-exempt employees should not read company communications, review company documents, read work-related emails, or look at work-related texts while off the clock. Any such work should be done during working hours while at the store. An exception to this rule is that an employee is permitted to answer calls or emails that relate to the security of the store (such as an alert from a burglar or fire alarm) or to review texts or emails that are of an emergency nature (which should be indicated whenever possible by the inclusion of the word EMERGENCY) in the subject line or at the start of the text. If an employee spends any amount of time beyond the most minimal amount on reading or responding to such communications, the employee should notify his or her store manager so that the time can be accounted for.
17. Falsifying or altering time records, failing to record all hours worked, and having another employee record your time or recording time for another employee are all expressly prohibited.

## **Exempt Employees**

Exempt employees are those whose pay and duties meet the exemption requirements established by the Fair Labor Standards Act. Employees who are hired as (or promoted to) salaried exempt positions are paid a fixed weekly salary and are not paid overtime for hours in excess of 40 in a workweek, consistent with the exemptions provided for certain salaried employees under the Fair Labor Standards Act and applicable state laws. If you are treated as a salaried exempt employee, your salary is intended to compensate you for all the hours that you work, no matter how many or how few. If you have any questions about the duties you are performing for the Company, contact Human Resources immediately.

## **Managers (Exempt and Non-Exempt)**

A manager's starting pay is determined according to their individual background, including prior work experience, educational level, and other qualifications. All employees are paid on a weekly basis.

Advancement to the MP level is all about performance, a successful track record, completion of Level 9 goals, and store availability. If you are qualified for promotion and interested in consideration for a promotion to the MP level, you should review posted positions via: e-mails posted from the Director of Acquisition, Pickle Bucket posting, and MP Openings on the main Gateway page, and apply for those that you are interested in.

## **Bonus Policy**

### 1. Purpose

This Bonus Policy establishes the terms governing employee eligibility for bonuses offered by Deli Management, Inc. ("DMI" or the "Company"). It distinguishes formula-based performance bonuses from discretionary or special bonuses and describes when a bonus is earned, calculated, approved, and paid.

This Policy must be read together with any Applicable Bonus Plan issued by DMI. If state or local law provides an employee with greater rights than this Policy, DMI will administer the Policy consistently with that law.

### 2. Definitions-For purposes of this Policy, the following definitions apply:

#### **2.1 Applicable Bonus Plan**

Applicable Bonus Plan means the written plan terms, calculation methodology, performance criteria, eligibility notice, award notice, or other written terms issued or approved by DMI for a particular bonus program or Bonus Period.

An Applicable Bonus Plan may identify:

- Eligible Participants;
- The applicable Bonus Period;
- Performance measures and calculation methodology;
- Financial or operational adjustments;
- Approval and verification procedures;
- Payment timing;
- Lawful proration or allocation rules;
- Rules applicable to transfers or leaves of absence; and
- Other conditions for earning a Bonus.

## 2.2 Assistant Manager

Assistant Manager means an employee whom DMI classifies as an assistant manager or assistant store manager.

## 2.3 Bonus

Bonus means additional compensation that may be earned or awarded under this Policy and an Applicable Bonus Plan. A Bonus may be either:

1. A Formula-Based Performance Bonus, determined under established performance measures and calculation criteria; or
2. A Discretionary or Special Bonus, awarded through an authorized written approval based on extraordinary circumstances, special contributions, or another legitimate business reason.

2.4 Bonus Period-Bonus Period means the specific period designated in writing by DMI over which performance, service, or other applicable criteria are measured. The Bonus Period will ordinarily be a calendar month or a specified accounting month, but DMI may establish another period prospectively in writing.

2.5 Managing Partner-Managing Partner means an employee whom DMI classifies as the Managing Partner with primary management responsibility for a DMI store.

2.6 Participant-Participant means an employee whom DMI has designated in writing as eligible to participate in an Applicable Bonus Plan. Participation in one Bonus Period does not guarantee participation in any other Bonus Period.

## 3. Types of Bonuses

### 3.1 Formula-Based Performance Bonuses

DMI may offer Managing Partners the opportunity to participate in a monthly performance bonus program based on store performance and other Company-established criteria.

DMI will provide applicable Participants with the calculation methodology or other written terms governing the program. The Applicable Bonus Plan may include financial, operational, compliance, customer-service, staffing, or other legitimate performance measures.

A Formula-Based Performance Bonus is earned only after the Participant:

1. Completes the entire designated Bonus Period, except where applicable law or the
2. Applicable Bonus Plan expressly provides otherwise;
3. Satisfies the eligibility requirements in effect for that Bonus Period;
4. Meets the applicable performance requirements; and
5. Completes any other lawful earning conditions stated in the Applicable Bonus Plan.

Once a Formula-Based Performance Bonus has been earned under the governing written terms and applicable law, DMI will not retroactively eliminate or require forfeiture of that earned compensation.

3.2 Discretionary or Special Bonuses-A Discretionary or Special Bonus is separate from a Formula-Based Performance Bonus. It is not earned through participation in the monthly Managing Partner performance bonus

program unless the written award terms expressly provide otherwise.

No employee is eligible for a Discretionary or Special Bonus unless the Bonus is expressly approved in writing by DMI's Chief Executive Officer ("CEO") or by another Company official whom the CEO has authorized in writing to approve the award.

A recommendation, discussion, preliminary communication, estimate, expectation, past payment, or unauthorized promise does not create a right to a Discretionary or Special Bonus. The written approval will identify the amount or calculation method and any applicable earning conditions.

#### 4. Participation and Eligibility

##### 4.1 Managing Partners

Managing Partners may be designated as Participants in DMI's monthly performance bonus program. Eligibility and participation are governed by this Policy and the Applicable Bonus Plan for the relevant Bonus Period.

DMI may prospectively establish or revise:

- Participation requirements;
- Performance measures;
- Bonus opportunities;
- Calculation formulas;
- Operational or financial criteria;
- Verification requirements; and
- Other lawful program terms.

Designation as a Participant for one Bonus Period does not guarantee eligibility for a future Bonus Period or any particular Bonus amount.

##### 4.2 Other Employee Classifications

Employees in classifications other than Managing Partner will receive a Bonus only when the Bonus is expressly approved in writing by the CEO or another Company official authorized in writing by the CEO.

No supervisor, manager, Managing Partner, Business Coach, or other employee may promise, authorize, or award a Bonus unless that individual has written authority to do so. Unauthorized representations do not bind DMI or create an entitlement to a Bonus.

##### 4.3 Assistant Managers

Assistant Managers are not generally eligible for Company-wide or across-the-board bonuses.

A Business Coach may recommend a special Bonus for one or more Assistant Managers at a particular store when extraordinary store-specific events, circumstances, or contributions warrant recognition. The recommendation must:

- Be submitted in writing;

- Describe the extraordinary circumstances or contributions;
- Identify the proposed recipient or recipients;
- State the proposed amount or calculation method; and
- Identify any proposed earning conditions.

A recommended Assistant Manager Bonus is not approved, promised, or earned unless and until the CEO or the CEO's authorized designee approves it in writing. The written approval and any incorporated terms will constitute the Applicable Bonus Plan for that special Bonus.

## 5. Full Bonus Period Requirement

### 5.1 Express Condition to Earning a Bonus

Unless applicable law or the Applicable Bonus Plan expressly provides otherwise, a Participant must be employed by DMI for the entire designated Bonus Period to earn a Bonus attributable to that period.

Completion of the entire Bonus Period is an express condition to earning the Bonus. It is not merely a condition to receiving payment after a Bonus has otherwise been earned. An employee who begins employment after the Bonus Period starts or whose employment ends before the Bonus Period is completed does not earn a Bonus for that period, unless applicable law or the Applicable Bonus Plan expressly requires or permits a different result.

### 5.2 No Partial-Period or Prorated Bonus

- Unless applicable law or an Applicable Bonus Plan expressly provides otherwise:
- No Bonus is earned or payable for a partially completed Bonus Period;
- Bonuses will not be prorated based on the number of days or weeks worked during an incomplete Bonus Period; and
- Partial-period performance does not independently create a right to a Bonus.

Preliminary performance results, forecasts, accounting accruals, internal reports, payroll entries, estimates, or projected Bonus amounts do not establish that a Bonus has been earned.

### 5.3 Completion of Bonus Period Before Separation

If an otherwise eligible Participant completes the entire Bonus Period and then resigns or is terminated before the Bonus payment date, the Participant remains eligible for any Bonus earned for that completed period.

The Bonus remains subject to:

- Final calculation and verification;
- The terms governing the completed Bonus Period;
- Permitted corrections and adjustments;
- Required payroll tax withholding; and
- Other deductions authorized or required by applicable law.

The reason for separation will not, by itself, cause forfeiture of a Bonus already earned under this Policy, the Applicable Bonus Plan, and applicable law.

## 6. Performance Calculations and Finalization

### 6.1 Closing and Verification of Results

Store performance and other objective results may not be final when a Bonus Period closes. DMI may take a reasonable period after the close of the Bonus Period to:

- Close financial and operational records;

- Verify sales, expenses, inventory, labor, or other results;
- Review compliance with the Applicable Bonus Plan;
- Correct clerical, accounting, or data-entry errors;
- Reconcile returns, credits, chargebacks, or similar transactions;
- Apply documented adjustments authorized by the Applicable Bonus Plan; and
- Obtain required approvals.

A Bonus is not payable based solely on preliminary or unverified information.

## 6.2 Errors, Inaccurate Records, Misconduct, or Fraud

Calculation errors, inaccurate records, misconduct, or fraud may be addressed only to the extent permitted by applicable law and the written terms governing the Bonus. DMI may correct a calculation before payment when the correction is supported by accurate records and permitted under the Applicable Bonus Plan. DMI will not characterize an otherwise earned Bonus as forfeited merely because employment ended or because the payment date occurs after separation.

Nothing in this Policy limits DMI's right to investigate misconduct, impose lawful discipline, pursue available legal remedies, or recover an over-payment to the extent permitted by law.

## 7. Transfers Between Stores

When a Participant transfers between stores during a Bonus Period, DMI may make a reasonable allocation or adjustment consistent with the Applicable Bonus Plan and documented business circumstances. Relevant objective considerations may include:

- The time worked at each store;
- Each store's applicable performance results;
- The duties and responsibilities performed at each store;
- The effective date of the transfer;
- Payroll, scheduling, operational, and financial records;
- The Participant's ability to influence the applicable results;
- Whether the transfer was temporary or permanent; and
- Other calculation criteria stated in the Applicable Bonus Plan.

Any transfer-related allocation or adjustment must be documented and approved in writing by:

1. The appropriate Business Coach; and
2. The Company officer, department, or other designated authority responsible for bonus administration.

Approval by a subordinate store manager is not required. Transfer decisions and Bonus adjustments will be administered consistently with DMI's equal employment opportunity and anti-discrimination policies.

## 8. Leaves of Absence

Bonus eligibility and calculations during an approved leave of absence will be administered consistently with:

- Applicable federal, state, and local law;
- The nature and purpose of the Bonus;
- The terms of the Applicable Bonus Plan; and
- DMI's treatment of employees on comparable forms of non-protected leave.

DMI will not deny or reduce a Bonus because an employee used protected leave when doing so would violate applicable law.

When permitted by law, an Applicable Bonus Plan may provide for a reasonable proration or adjustment based on time worked, performance actually achieved, or another lawful and objective measure. Any such proration or adjustment must be stated in or authorized by the Applicable Bonus Plan and applied consistently.

Nothing in this section automatically guarantees a full or prorated Bonus during a leave of absence. Eligibility will depend on applicable law, the type of Bonus, the written terms governing the Bonus, and the relevant circumstances.

#### 9. Payment of Earned Bonuses

An earned Bonus will be paid on DMI's regular Bonus payment schedule or within the time required by applicable law, after the necessary performance calculations, record closings, verifications, corrections, and approvals have been completed.

Payment of an earned Bonus is subject to:

- Required federal, state, and local payroll tax withholding;
- Court-ordered deductions;
- Employee-authorized deductions permitted by law; and
- Other deductions or offsets permitted by applicable law.

If applicable law requires payment sooner than DMI's regular payment schedule, DMI will make payment within the legally required period.

#### 10. Administration and Interpretation

DMI will designate the Company personnel responsible for administering this Policy and each Applicable Bonus Plan. Questions regarding participation, calculations, transfers, leaves, eligibility, or payment, and any suspected calculation error or discrepancy, should be directed promptly to Human Resources or the Company department identified in the Applicable Bonus Plan. DMI may require reasonable supporting information to investigate and resolve a concern.

DMI retains authority to interpret and administer this Policy and its Bonus programs in good faith and consistently with:

- The written terms governing the applicable Bonus;
- Applicable wage-payment and employment laws;
- DMI's established records and calculation criteria; and
- Principles of consistent and nondiscriminatory administration.

Administrative discretion does not authorize DMI to retroactively eliminate compensation already earned under the written terms governing the applicable Bonus Period and applicable law.

#### 11. Prospective Amendments and Program Changes

DMI may prospectively amend, replace, suspend, or discontinue this Policy or an Applicable Bonus Plan based on business needs, subject to applicable law. DMI will communicate material changes in writing. Unless applicable law permits or requires otherwise, an amendment will not:

- Apply retroactively to a Bonus Period that has already been completed;
- Change the earning conditions after the applicable Bonus has been earned; or
- Reduce or eliminate a Bonus already earned under the Policy and Applicable Bonus Plan governing the relevant Bonus Period.

Changes may apply to a future Bonus Period or, where permitted by law, to a current Bonus Period if communicated before the affected compensation is earned.

## 12. Consistent and Nondiscriminatory Administration

DMI will administer this Policy consistently with its equal employment opportunity, anti-discrimination, anti-harassment, and anti-retaliation policies.

Bonus decisions will not be based on an employee's race, color, religion, sex, pregnancy, sexual orientation, gender identity, national origin, age, disability, genetic information, protected veteran status, use of legally protected leave, or any other status or activity protected by applicable law.

Employees may raise a good-faith question or concern regarding a Bonus calculation or payment without retaliation. Concerns should be submitted promptly to Human Resources or the Company department responsible for Bonus administration.

## 13. No Guarantee of Participation or Payment

- Nothing in this Policy guarantees:
- Participation in a Bonus program;
- Continuation of a particular Bonus program;
- A Bonus opportunity for any future period;
- Achievement of any performance result;
- Payment of a particular Bonus amount; or
- Approval of a Discretionary or Special Bonus.

A Participant will receive a Bonus only if the Bonus is earned or awarded in accordance with this Policy, the Applicable Bonus Plan, and applicable law.

Past participation, prior payments, preliminary calculations, or historical practices do not guarantee eligibility or payment for a future Bonus Period.

## 14. At-Will Employment and No Employment Contract

This Policy is not an employment contract and does not create a promise of employment for any definite duration.

Unless a written agreement signed by an authorized DMI officer expressly provides otherwise, employment with DMI remains at will. This means that either the employee or DMI may end the employment relationship at any time, with or without advance notice and with or without cause, subject to applicable law.

Nothing in this Policy changes the at-will employment relationship or limits DMI's lawful authority to make employment, operational, or disciplinary decisions.

## 15. Controlling Law and Greater Employee Rights

This Policy will be interpreted and administered consistently with applicable federal, state, and local law.

If a state or local law provides an employee with greater compensation, leave, notice, payment-timing, or other rights than this Policy, DMI will administer the Policy consistently with that law. No provision of this Policy is intended to require an employee to waive a statutory right or to forfeit compensation that applicable law treats as earned.

## 16. Severability

If any provision of this Policy is found to be unlawful, invalid, or unenforceable in a particular jurisdiction, that provision will be interpreted or limited to the extent necessary to comply with applicable law.

The remaining provisions will continue in effect to the fullest extent permitted by law. A determination affecting one provision or jurisdiction will not invalidate the Policy in other respects or jurisdictions.

## Direct Deposit and Pay Cards

You may have your paychecks directly deposited into your banking account. It takes approximately 30 days for direct deposit information to be activated and deactivated. The advantages include no lost checks, no longer having to take time to go to the bank, and we can split our deposits among several accounts.

Depending on the laws of your state, if you do not wish to have your paycheck directly deposited, you may elect to utilize a pay card to receive your pay. If you have any questions, please email [payroll@jasonsdeli.com](mailto:payroll@jasonsdeli.com).

## Benefits

Because we value you and your efforts, Jason's Deli provides you with access to a competitive benefits package. Depending on your employment classification, this package includes the following benefits: paid vacation, health insurance, and several other types of insurance options, a 401(k)-retirement savings plan, educational financial assistance, employee discount benefits, and more. The following summary pages highlight some of the features of our benefit programs. If you have any questions regarding your benefits, you can email [benefits@jasonsdeli.com](mailto:benefits@jasonsdeli.com).

| Benefits                     | Full-Time Deli Managers, Corporate Staff & JDD                                                                                                                                                                                                                                                                                                                                 | Salaried Corporate Staff/Full Time Salary                                                           | FT Hourly Corporate Staff/Full Time Hourly                                                          |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| <b>Health Insurance</b>      | Jason's Deli offers three levels of insurance with four tiers in each level. They are classified as Bronze, Silver and Gold, to differentiate the levels of benefits. Within each level is a plan for employee only, employee and spouse, employee and child(ren), and employee and family. The bronze employee only meets the Affordable Care Act's definition as affordable. |                                                                                                     |                                                                                                     |
|                              | Eligible to enroll on the first of the month after 30 days of employment                                                                                                                                                                                                                                                                                                       | Eligible to enroll on the first of the month after 30 days of employment                            | Eligible to enroll on the first of the month after 30 days of employment                            |
| <b>Vision</b>                | The Jason's Deli Vision plan has one level with four tiers in each level. (the same as the health insurance)                                                                                                                                                                                                                                                                   |                                                                                                     |                                                                                                     |
|                              | Eligible to enroll on the first of the month after 30 days of employment                                                                                                                                                                                                                                                                                                       | Eligible to enroll on the first of the month after 30 days of employment                            | Eligible to enroll on the first of the month after 30 days of employment                            |
| <b>Dental</b>                | The Jason's Deli Dental plan has one level with four tiers in each level. (the same as the health insurance)                                                                                                                                                                                                                                                                   |                                                                                                     |                                                                                                     |
|                              | Eligible to enroll on the first of the month after 30 days of employment                                                                                                                                                                                                                                                                                                       | Eligible to enroll on the first of the month after 30 days of employment                            | Eligible to enroll on the first of the month after 30 days of employment                            |
| <b>Basic Life</b>            | Jason's Deli provides at no cost to the employee basic life coverage equal to \$30,000                                                                                                                                                                                                                                                                                         |                                                                                                     |                                                                                                     |
|                              | Automatically enrolled on the first of the month after 30 days of employment at no cost to employee                                                                                                                                                                                                                                                                            | Automatically enrolled on the first of the month after 30 days of employment at no cost to employee | Automatically enrolled on the first of the month after 30 days of employment at no cost to employee |
| <b>Supplemental Life</b>     | Supplemental life insurance is available for employee, spouse and children. Underwriting might be necessary for some levels.                                                                                                                                                                                                                                                   |                                                                                                     |                                                                                                     |
|                              | Eligible to enroll on the first of the month after 30 days of employment                                                                                                                                                                                                                                                                                                       | Eligible to enroll on the first of the month after 30 days of employment                            | Eligible to enroll on the first of the month after 30 days of employment                            |
| <b>Long Term Disability</b>  | Jason's Deli provides at no cost to the employee long term disability insurance                                                                                                                                                                                                                                                                                                |                                                                                                     |                                                                                                     |
|                              | Automatically enrolled on the first of the month after 30 days of employment at no cost to employee                                                                                                                                                                                                                                                                            | Automatically enrolled on the first of the month after 30 days of employment at no cost to employee | Automatically enrolled on the first of the month after 30 days of employment at no cost to employee |
| <b>Short Term Disability</b> | Eligible after 12 months of employment in Dist. position at no cost to employee                                                                                                                                                                                                                                                                                                | Eligible after 12 months of employment in Corp position at no cost to employee                      | Eligible after 12 months of employment in Corp position at no cost to employee                      |
| <b>401k</b>                  | All employees who are 21 years old or older are eligible to enroll in our 401(k) program, regardless of how long they have been with the company and how many hours they work. All employees who meet the age requirement are eligible to enroll from Day 1.                                                                                                                   |                                                                                                     |                                                                                                     |
| <b>Vacation</b>              | Eligible after 6 months for drivers                                                                                                                                                                                                                                                                                                                                            | Eligible after 6 months                                                                             | Eligible after 6 months                                                                             |

Jason's Deli reserves the right to amend or terminate any of its benefit programs or require or increase employee premium contributions toward any benefits with or without advance notice. This reserved right may be exercised in the absence of financial necessity. The respective plan administrator will notify participants of all approved amendments or plan terminations, in accordance with requirements of applicable federal law. For more information regarding any of our benefits programs, please contact the Benefits Department at (409) 838-1976.

### **Additional Voluntary Benefits**

Additional benefits below are offered to all employees. These benefits have the same waiting period to become active as health insurance.

- Unum Lifetime Benefit Term -the employee can purchase various limits of life benefits.
- Unum Hospital Indemnity Coverage – This provides additional monies paid for things like hospital admissions, ICU admissions, Inpatient Rehab, ER benefits, etc.
- Unum Critical Illness policy - various amounts of coverage can be purchased. This also provides additional monies paid for DX of specific illnesses, different kinds of cancers, functional losses, heart attack, etc.
- Unum Accident policy - various amounts of coverage can be purchased. This provides additional monies paid for a broken arm, a broken nose, a loss of a leg, etc.
- The Unum policies are made to supplement the health coverage chosen; these benefits are paid directly to the employee. These funds can be used for deductible or out-of-pocket expenses.

If you have any questions about the company's additional voluntary benefits, please email [benefits@jasonsdeli.com](mailto:benefits@jasonsdeli.com) for full details.

### **401(k) Accounts**

Because we recognize long-term financial security is important, we offer a 401(k) Savings and Incentive Plan. All employees who are 21 years old or older are eligible to enroll in our 401(k) program, regardless of how long they have been with the company and how many hours they work. All employees who meet the age requirement are eligible to enroll from Day 1.

- If you work over 1000 hours per year, you will also receive 20 cents per dollar contributed on the first 6% you contribute to the plan. If you work under 1000 hours per year, you will not receive a company match, but you may still enroll in the 401(k) plan.

You begin vesting after your third year of employment and are 100% vested after seven years of employment.

If you have any questions, contact the Benefits Department at 409-838-1976, Monday-Friday 9 am-5 pm, or email [benefits@jasonsdeli.com](mailto:benefits@jasonsdeli.com).

### **Tuition Reimbursement**

We encourage you to keep learning during your tenure with Jason's Deli. All managers, hourly employees (must average at least 20 hours per week), and corporate staff who have been with the company at least one consecutive year are eligible for tuition reimbursement.

All eligible personnel who take an approved credit or continuing education class are eligible for up to \$150 reimbursement per class, per semester. The course must be based on something that would help you in your job with Jason's Deli, subject to our sole discretion and prior approval. Examples are business, finance, marketing, or accounting classes, restaurant-management class, communication, public speaking, math, leadership, nutrition, second language, and any Dave Ramsey seminar. If you are a manager and want to take continuing education classes, you must get prior approval from your Business Coach or Department Head.

Please confirm that the class will be eligible for reimbursement before enrolling. You must meet the following additional requirements to receive reimbursement:

- You must receive at least a B in the class.
  - You must be employed with Jason's Deli for the entire semester/class.
  - You must be employed with Jason's Deli when the reimbursement check is cut.
- Reimbursement must be requested within 30 days of the completion of the class.

You must submit the reimbursement form, transcript from the class, and proof of payment to the Benefits Department at [benefits@jasonsdeli.com](mailto:benefits@jasonsdeli.com). Forms may be found on the Benefits Department page on the Gateway.

## **Employee Breaks**

The manager on duty decides when and if the staff can take breaks, and for how long. The manager on duty is required to comply with any applicable state law that governs an employee's right to take a break. Specific requirements are set out below. Human Resources will update these requirements from time to time as they change by providing notice to store management through emails or the Pickle Bucket communication.

Typically, morning breaks will occur after the deli setup is completed and the deli is fully prepared for lunch.

Morning or evening breaks for less than 30 minutes are considered paid breaks, however, employees should make themselves available to help out wherever necessary or assist if needed during that time. Employees are not allowed to clock out for a break for less than 30 minutes.

If an employee is given a break of more than 30 minutes in duration, the break is unpaid and the employee should clock out. The employee must remain substantially free of any interruptions or work responsibilities while on an unpaid break.

Employees who have completed a lunch shift and wish to sit down and eat after the shift will be permitted to do so and will receive their food discount. However, the employee must complete his or her duties, be checked out by the manager on duty, and be off the clock before beginning to eat.

## **Meal and Rest Break Requirements by State- Scan QR Code for Information**



Managers are required to pay special attention to the laws that apply to the state in which their deli operates. It is mandatory that you are familiar with the laws pertaining to business operations in your state. Each state has different laws, so what you are familiar with in one state may not apply to another.

Baseline requirement: Regardless of the state in which you work, the Company provides rest and meal periods in accordance with the Employee Breaks policy set out above and with applicable law. Where federal, state, or local law requires meal or rest periods—including paid rest breaks, duty-free meal periods, or requirements governing their length, timing, or frequency—the Company will provide those breaks as required by law. Where more than one law applies, the Company will follow the law that is most protective of the employee.

The state-specific meal and rest break requirements accessible through the QR code above (the "state addenda") are incorporated into and form part of this Manual. Where a state addendum conflicts with the general provisions of this Manual, the state addendum controls for employees

working in that state. If the QR materials are unavailable, or if you are unsure of the requirement that applies, do not deny a legally required break; contact Human Resources at [hr@jasonsdeli.com](mailto:hr@jasonsdeli.com) before doing so.

If you have any questions regarding state-specific Labor Laws or any other law, email [hr@jasonsdeli.com](mailto:hr@jasonsdeli.com).

## **Food Discounts**

### **Hourly**

While on duty or immediately after your shift, you can enjoy a meal at half price. You and only you can also take advantage of a 25% discount if you are off duty. (Sorry, this does not include party trays/catering). Whether on or off duty, employees are never allowed to ring up or make meals for themselves, their friends, or their family. To receive your food at a discount, you must pay the cashier immediately after ordering your food.

While on duty, you may enjoy fountain drinks, coffee, and iced tea for free. We ask that you please help us control our paper costs by using a plastic cup or container. (Health code says: only in designated areas, never behind the line or in the kitchen). Other beverages, cookies, or desserts are full price.

## **Management and Corporate Employees**

While on duty, management and corporate personnel are eligible to receive their meals for free. The meals must be rung up in POS and accounted for according to POS procedures. When off duty, managers, corporate employees, and their immediate family may also take advantage of a 50% discount for dine-in or carry-out only. The manager or corporate employee must be present for the immediate family to take advantage of the discount. (Sorry, this does not include party trays/catering). Whether on or off duty, managers are never allowed to ring up or make meals for their friends, family, or themselves.

## **Deli Dollars Use**

Deli Dollars can only be earned through personal employee food purchases. Any accrual or use of Deli Dollars outside of an employee's personal purchase is strictly prohibited. All orders made using a form of payment from the company should be purchased using your [jasonsdeli.com](mailto:jasonsdeli.com) email address. Deli Dollars tied to a company email address will be voided in the system, so points do not accrue. If you would like to earn Deli Dollars on your personal purchases, you will need to set up a separate account using your personal email address.

## **Vacations**

Jason's Deli provides vacation benefits to give full-time employees time off work for rest and relaxation.

All full-time employees are eligible for paid vacation as described in the chart below. A full-time employee is an employee who is regularly scheduled and works 30 or more hours per week. A part-time employee is an employee who works less than 30 hours per week.

Vacation accrual is calculated by the Benefits Department and posted to your employee profile on an annual basis (\* if your anniversary is in December, your new vacation is not logged until January 1<sup>st</sup>). Vacation hours posted can range between 30 hours and 40 hours per week. A weekly vacation may not exceed 40 hours per week (\*excluding non-exempt managers who average up to 48 hours per week).

You are welcome to take one week of paid vacation at a time. Your supervisor may approve exceptions to a longer period of eligible time. All vacation time must be used within the year

you become eligible to receive vacation time. Your vacation time will not be carried over to the following year (anniversary date). Jason's Deli does not substitute a cash payout in lieu of a vacation or if an employee voluntarily or involuntarily leaves the Company. You will forfeit any unused vacation (unless required by law).

Vacation time should be approved at least 30 days in advance by your immediate supervisor or manager. Management has the right to deny vacation requests if scheduling requirements prevent the employee from taking the requested vacation time. Any exceptions will be made at the discretion of your manager.

If you are an hourly deli **full-time** employee, you are eligible for vacation as follows:

#### **Hourly Deli Employees:**

| <b>Years of Continual Service Completed:</b> | <b>Number of Weeks Eligible Per Year of Vacation:</b> | <b>Calculation of Average Number of Hours Worked Per Week:</b>                                                                                               | <b>Example:</b>                                                                                                                        |
|----------------------------------------------|-------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| more than 1 year, less than 5 years          | 1 week                                                | Total sum of hours worked per year (52 weeks), beginning with the employee's anniversary month, divided by 52 weeks = the average # of hours worked per week | Employee with 1 year of service: Aug. 2015-July 2016: Hours 1850 divided by 52 weeks = 35.57 average hours for 1 week of paid vacation |
| more than 5 years                            | 2 weeks                                               |                                                                                                                                                              |                                                                                                                                        |
| more than 15 years                           | 3 weeks                                               |                                                                                                                                                              |                                                                                                                                        |
| more than 20 years                           | 4 weeks                                               |                                                                                                                                                              |                                                                                                                                        |

#### **Managers, Distribution and Corporate Staff:**

If you are a manager, corporate, or distribution staff member, you are eligible for vacation as follows:

| <b>Years of Continual Service Completed</b> | <b># of Weeks Eligible Per Year for Vacation</b> |
|---------------------------------------------|--------------------------------------------------|
| more than 6 months of service               | 1 week (5 days)                                  |
| More than 1 year                            | 2 weeks (10 days)                                |
| more than 5 years of service                | 3 weeks (15 days)                                |
| more than 15 years of service               | 4 weeks (20 days)                                |

\*Non-Exempt Deli managers' hours will be based on how many hours they average per week, up to 48 hours per week.

Newly hired managers and corporate staff who may need time off but have not reached six months of continuous employment may take unpaid personal leave of absence based on the approval of your immediate supervisor.

Non-Management Deli Employees going into Management Vacation Pay - Payroll will carry the vacation hours over but convert them to manager hours (48-hour work week), and when they get paid for the vacation time, it is at their manager's rate of pay. They never lose vacation unless they don't take it before their anniversary date (which stays their ORIGINAL hire date).

If you are a truck driver, your vacation pay will be the average of your last six paychecks. Your average pay is then divided by five workdays to determine your daily vacation pay rate.

## **The Nebraska Wage Payment and Collection Act-Vacation Time**

Employees have an unconditional right to use it for time off for any purpose; it must be treated as vacation pay, and all earned unused vacation time must be paid upon termination of employment.

### **Holidays**

Jason's Deli observes the following holidays at its deli locations:

- Easter Day
- Thanksgiving Day
- Christmas Day
- New Year's Day

### **Hourly Managers**

Hourly managers are not eligible for holiday pay, as the holiday is considered one of their two days off during the holiday week.

### **Hourly Deli Employees**

If you are an hourly employee at a deli location, you will be paid for a holiday based on the following guidelines:

1. The intent of holiday pay is to make employees whole for a day when the deli is closed.
2. You must be a full-time employee (averaging 30 or more hours per week during the current calendar year).
3. You must be employed with the Company for a period of one year.
4. The holiday must fall on your regularly scheduled workday.
5. You must work your full scheduled shift the day before and the day after the holiday.
6. If you are on vacation the day before or after the holiday, you are excluded from holiday pay.
7. Your holiday pay will be determined by the average number of hours worked per week divided by the number of days worked in a regular work week.
8. The Company does not consider unworked holidays as time worked when computing overtime.
9. If your deli location is closed on any day other than the holidays above, you will not be eligible for holiday pay.
10. Holiday pay for downtown stores closed for 2 consecutive days- if an employee works the day before the 2 days closed and then works the next available day after the 2 days closed, they are eligible if they meet the holiday pay requirements.

If you are an hourly employee at the **Company's Corporate Office**, you will be paid for a holiday based on the following guidelines:

1. You must be a full-time employee (averaging 30 or more hours per week during the current calendar year).
2. You must be employed with the Company for a period of 90 days.
3. The holiday must fall on your regularly scheduled workday.
4. You will receive holiday pay for 8 hours at your normal hourly rate of pay.
5. The Company does not consider unworked holidays as time worked when computing overtime
6. The Beaumont Campus and Regional Offices will honor the holiday schedule as determined by the Company at the beginning of each year.
7. If a Distribution Center is closed on any day other than the holidays above, you will not be eligible for holiday pay.

If you are an employee at our **Distribution Center**, you will be paid for a holiday based on the following guidelines:

1. During a one delivery holiday work week, warehouse employees will receive two days of holiday pay (at the average daily rate, plus the average incentive if applicable). CDL drivers will receive \$150 if they are on the road for any part of the actual holiday, or if one of their routes is consolidated or eliminated
2. During a two-delivery holiday work week, warehouse employees will receive one day of holiday pay (at the average daily rate, plus the average incentive if applicable). CDL drivers will receive \$150 if they are on the road for any part of the actual holiday, or if one of their routes is consolidated or eliminated.

Exceptions and extenuating circumstances may be considered to the above Holiday Pay Policies on a case-by-case basis.

### **Sick Pay Policy/Bereavement**

You may use sick days for Sickness, Bereavement, or paternity reasons. To be eligible for sick pay, the manager/corporate employee must have been employed for at least 90 days. If the manager/corporate employee becomes eligible for sick pay before the January 1<sup>st</sup> credit date, sick days will be prorated.

### **Management**

On January 1st of each year, all deli managers will receive a total of 4 days (38.40 hours) of sick pay that may be used for a personal illness, paternity, or maternity leave, or for bereavement purposes with prior approval from your supervisor.

### **Corporate/Non-Deli**

On January 1st of each year, all corporate employees will receive a total of 4 days (32 hours) of sick pay that may be used for a personal illness, paternity or maternity leave, or for bereavement purposes with prior approval from your supervisor.

To be eligible for sick pay, the manager/corporate employee must be employed for 90 days. If the manager/corporate employee becomes eligible for sick pay before the January 1<sup>st</sup> credit date, sick days will be prorated.

### **Sick Leave, Pay Laws by State/Municipality-Scan QR Code for Information**



Managers are required to pay special attention to the laws that apply to the state in which their deli operates. It is mandatory that you are familiar with the laws pertaining to business operations in your state. Each state has different laws, so what you are familiar with in one state may not apply to another.

If you have any questions regarding state-specific Labor Laws or any other law, email [hr@jasonsdeli.com](mailto:hr@jasonsdeli.com).

### **Severance Policy**

Our general policy is that we do not offer any severance in the event of termination or resignation. This includes employees who resign in lieu of accepting a transfer or demotion.

Managers are not permitted to deviate from this policy without prior approval from Human Resources. In exceptional circumstances, severance may be considered at the sole discretion of the Company.

If there are special circumstances to be considered, you are required to contact the Vice President of Human Resources prior to discussing the severance with the employee. Approval from the Vice President of Human Resources must be obtained prior to any offer.

If a forfeited vacation or bonus is offered or paid, a signed severance agreement is mandatory.

## **Family and Medical Leave**

Jason's Deli recognizes that it may be necessary for you to be absent from your job for health or family reasons. Jason's Deli respects and understands these issues, and it is our policy to comply with the Family and Medical Leave Act (FMLA). Below is a description of your rights under the FMLA.

The FMLA allows Jason's Deli employees to take up to twelve weeks of unpaid, job-protected leave in a twelve-month rolling calendar period for certain medical and family reasons, and up to 26 weeks of unpaid, job-protected leave to care for a family member injured while in the armed services (as explained below).

Under some circumstances, employees may take FMLA leave intermittently – taking leave in separate blocks of time for a single qualifying reason – or on a reduced leave schedule – reducing the employee's usual weekly or daily work schedule. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer's operation.

To be eligible for FMLA, the employee must have (1) been employed for at least 12 months and (2) have worked 1,250 hours during the 12-month period immediately preceding the commencement of the leave period.

Employees may take FMLA leave for one or more of the following reasons:

1. for the birth and care of a newborn child of the employee;
2. for the placement of a son or daughter of the employee for adoption or foster care.
3. to care for a spouse, son, daughter, or parent with a serious health or mental health condition;
4. to take medical leave when the employee is unable to work because of a serious health or serious mental health condition;
5. for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or call to active-duty status as a member of the National Guard or Reserves in support of a contingency operation; or
6. to care for a covered service member with a serious injury, serious mental health condition, or illness if the employee is the son, daughter, parent, or next of kin of the service member.

If both you and your spouse are employed by Jason's Deli, you are limited to a combined total of 12 workweeks for the birth and care of a newborn child, placement of a child for adoption or foster care, or to care for a parent who has a serious health condition. The two of you will also be limited to a combined 26 workweeks of leave to care for a covered service member with a serious injury or illness. For purposes of this policy, "spouse" means a spouse as defined under the FMLA and its implementing regulations, including a same-sex or common-law spouse whose marriage was valid in the place where it was entered into. This combined limitation applies only to the extent permitted by the FMLA and does not reduce, or apply where it would be inconsistent with, any greater family or medical leave rights provided under applicable state or local law.

Leave for birth of a child, or placement for adoption or foster care, must conclude within 12 months of the birth or placement.

**“Serious health condition”** means an illness, injury, impairment, or physical or mental condition that involves either:

Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility, including any period of incapacity (i.e., inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care; or continuing treatment by a health care provider, which includes:

1. A period of incapacity lasting more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also includes:
  - a) treatment two or more times by or under the supervision of a health care provider (i.e., in-person visits, the first within 7 days and both within 30 days of the first day of incapacity); or
  - b) one treatment by a health care provider (i.e., an in-person visit within 7 days of the first day of incapacity) with a continuing regimen of treatment (e.g., prescription medication, physical therapy).
2. Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence; or
3. Any period of incapacity or treatment for a chronic serious health condition that continues over an extended period of time requires periodic visits (at least twice a year) to a health care provider and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for each absence; or
4. Any period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; or
5. Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three days if not treated.

When FMLA leave is foreseeable, you are required to provide at least thirty days of advance notice when practicable. If the leave is not foreseeable, you must notify your manager as soon as practical upon learning of the need for leave (generally the same or next business day of learning of the need for leave, except in extraordinary circumstances).

Jason’s Deli may require that your health care provider supply a medical certification to support a request for leave because of your or a covered family member’s serious health condition. Failure to provide the requested medical certification in a timely manner (usually within 15 days of being notified of this requirement) may result in denial of the leave until it is provided and may result in disciplinary action being taken against you, up to and including termination, for unexcused or excessive absenteeism.

Under certain circumstances, Jason’s Deli may, at its expense, require a second or third medical opinion regarding the medical certification. Jason’s Deli may also require medical recertification periodically during the leave, and you may be required to contact your department manager periodically to report on your status and intent to return to work.

FMLA leave is usually unpaid. However, you may elect to use (or Jason’s Deli may require you to use) any paid leave benefits available to you concurrently with FMLA leave.

For the duration of FMLA leave, Jason’s Deli will maintain your health coverage under the same terms and conditions applicable to active employees. If paid leave is substituted for unpaid FMLA leave, Jason’s Deli will deduct your portion of the health plan premium as a regular payroll deduction. If the leave is unpaid, you will be required to make arrangements to either pay a portion of the premium during your leave or reimburse Jason’s Deli when you return.

Upon returning from FMLA leave, you will be restored to your original position or to a substantially equivalent position with equivalent pay, benefits, and other terms of employment. Taking FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of the approved leave, with the exception of paid leave that you may use during your FMLA leave.

FMLA does not affect any Federal or State law prohibiting discrimination or supersede any State or local law that provides greater family or medical leave rights.

Any additional information concerning employees' rights and responsibilities under the FMLA is available through the Benefits/Risk Management Department. Any issues not explicitly addressed by this policy are governed by the FMLA's implementing regulations.

## **Notice**

Employees must comply with their employer's usual and customary requirements for requesting leave and provide enough information for their employers to reasonably determine whether the FMLA may apply to the leave request. Employees generally must request leave 30 days in advance when the leave is foreseeable. When the need for leave is foreseeable less than 30 days in advance or is unforeseeable, employees must provide notice as soon as possible and practicable under the circumstances.

When an employee seeks leave for a FMLA-qualifying reason for the first time, the employee need not expressly assert FMLA rights or even mention the FMLA. If an employee later requests additional leave for the same qualifying condition, the employee must specifically reference either the qualifying reason for leave or the need for FMLA leave. See Fact Sheet 28E: Employee Notice Requirements under the FMLA.

Covered employers must: Post a notice explaining rights and responsibilities under FMLA (and may be subject to a civil money penalty up to the maximum amount permitted under applicable law for willful failure to post);

1. Include information about FMLA in their employee handbooks or provide information to new employees upon hire;
2. When an employee requests FMLA leave or the employer acquires knowledge that leave may be for an FMLA-qualifying reason, provide the employee with notice concerning his or her eligibility for FMLA leave and his rights and responsibilities under the FMLA; and
3. Notify employees whether leave is designated as FMLA leave and the amount of leave that will be deducted from the employee's FMLA entitlement.

## **Jury Duty**

Jason's Deli will provide employees with leave for jury duty in accordance with applicable law.

Anyone called to jury duty will have job security guaranteed by law and company policy. You will be guaranteed the time off and are expected to provide your supervisor with documentation regarding the jury duty. Generally, non-exempt employees can take unpaid leave to attend jury duty. You are not required to take vacation time for time missed for jury duty, but are able to if you choose. Exempt employees will be paid their normal wages.

In Alabama, Georgia, Louisiana, and Tennessee, any employee shall receive their normal pay for jury duty. In these cases, a time sheet should be completed, and a manual shift edit. This time counts as hours worked for the week. If you work more than 40 hours total for the week, any hours over 40 are paid an OT rate of time and a half.

## **Military Leave**

Jason's Deli complies with the Uniformed Services Employment and Reemployment Rights Act ("USERRA") and other applicable state and local laws. Jason's Deli will grant appropriate leaves of absence to a full-time or part-time employee to complete uniformed service requirements, whether voluntary or involuntary. Uniformed services include the U.S. Armed Services (including the Coast Guard), the National Guard, and the commissioned corps of the Public Health Service.

Jason's Deli will not discriminate against an employee for being a past or present member of the uniformed services, or for being a current applicant for uniformed services duty. Nor will Jason's Deli retaliate against any employee for enforcing their rights under USERRA, or for assisting someone in enforcing such rights.

Under most circumstances, any employee requesting a service leave of absence must provide advance notice of service. Jason's Deli requests that an employee submit copies of his or her military orders or other written notice or service requirements to the employee's supervisor. Upon completion of service, an employee must apply for reemployment in a timely manner in accordance with federal and state law. The employee should submit documents proving that his or her reemployment application is timely, that total service did not exceed five years, and that service ended under honorable circumstances. Jason's Deli will reinstate any employee who takes a service leave of absence with the same seniority status and pay he or she would have acquired if he or she had not been absent due to service, if the employee satisfies the eligibility requirements for reinstatement under federal and state law. To ensure compliance with these reinstatements, an employee should contact his or her department manager whenever he or she contemplates or anticipates a service leave of absence.

Employees on service leave of absence may elect to continue their existing Jason's Deli-based health plan coverage for themselves and their dependents for up to 24 months while in the military, subject to the requirements set forth under USERRA and other applicable state and local laws. Employees who do not elect to continue their health plan coverage during military service may be reinstated back into Jason's Deli's health plan when they become reemployed by Jason's Deli, generally without any waiting periods or exclusions (e.g., pre-existing condition exclusions) except for service-connected illnesses or injuries.

## **Investigative Leave**

An employee may be placed on investigative leave, with or without pay, in circumstances following an allegation of misconduct that requires an investigation and review of the related facts. Investigative leave will not continue beyond the length of time needed to investigate and make a decision. An employee will generally be paid their regular rate of pay while on investigative leave, unless Jason's Deli determines that the suspension should be without pay. If suspended without pay, an employee may be paid the back pay for the period of leave retroactively at Jason's Deli's discretion, depending on the outcome of the investigation. However, if the investigation results in the employee being terminated, he or she will not be paid for the leave period. Notwithstanding the foregoing, any unpaid investigative suspension of an exempt employee will be administered in accordance with the salary-basis requirements of the Fair Labor Standards Act and applicable state law. An exempt employee will not have pay deducted for a partial-workweek suspension except for an unpaid disciplinary suspension imposed in full-day increments for violations of a workplace conduct rule, and the Company will otherwise pay an exempt employee's full salary for any workweek in which he or she performs any work, as required by law.

## **Personal Leaves of Absence**

Jason's Deli recognizes that certain circumstances may arise that will require an employee to request a personal leave of absence. The request must be in writing and state the reason for

the absence and the amount of time requested. The request must be submitted to your department manager with sufficient lead time for approval prior to your requested leave of absence. An employee on a leave of absence will not be eligible for any pay or Company-provided benefits. A personal leave of absence is not encouraged and will be considered only in unusual or emergency situations.

No personal leave of absence for non-medical or non-disability reasons may exceed thirty calendar days or the maximum number of days permitted under any applicable state or federal law, whichever is greater, unless prior approval is given by the Department Head or Business Coach. All personal leave of absences are subject to approval by the Department Head or Business Coach.

An employee who fails to return to work at the expiration of a personal leave of absence will be deemed to have abandoned his/her job. It is your responsibility to stay in touch with your immediate supervisor once a week. Failure to do so may result in disciplinary action, up to and including termination.

### **Illinois-Domestic, Sexual or Gender Violence Victim Leave**

Employees who are the victim of domestic, sexual or gender violence (including sexual assault and stalking), or whose family or household member is a victim of domestic, sexual or gender violence, may take up to 12 weeks of unpaid leave in any 12-month period if the employee or employee's family or household member is experiencing an incident of domestic, sexual or gender violence or to address domestic, sexual or gender violence.

Please email [hr@jasonsdeli.com](mailto:hr@jasonsdeli.com) for more information and or questions.

### **Leave Laws by State/Municipality- Scan QR Code for Information**



Managers are required to pay special attention to the laws that apply to the state in which their deli operates. It is mandatory that you are familiar with the laws pertaining to business operations in your state. Each state has different laws, so what you are familiar with in one state may not apply to another.

If you have any questions regarding state-specific Labor Laws or any other laws, email [hr@jasonsdeli.com](mailto:hr@jasonsdeli.com).

### **Workers' Compensation**

All employees are covered by workers' compensation insurance, which compensates an employee for lost time, medical expenses, and loss of life or dismemberment from an injury arising out of or in the course of work. Employees must immediately report any accident or injury to their Department Manager and the Risk Management department. All reporting forms are located on the Google Drive, under the Risk Management Department Page.

Jason's Deli is committed to providing a safe working environment. The Workers' Compensation Commission has established a toll-free telephone number for reporting unsafe working conditions in the workplace that may violate occupational health and safety laws. Jason's Deli will not suspend, terminate, or discriminate against any employee who, in good faith, reports an alleged occupational health or safety violation. If the safety hotline is not listed for your state below, please contact the Risk Management Department at [risk.management@jasonsdeli.com](mailto:risk.management@jasonsdeli.com) or (409) 838-1976.

## ***Safety Hotlines:***

Alabama • 1-800-528-5166  
Arizona • 800-322-2667  
Florida • 1-800-342-2762  
Georgia • 1-404-656-3818  
Illinois • 866-352-3033 or 312-814-6611  
Iowa • 1-515-242-5870  
Louisiana • 1-800-201-2497 or 1-800-201-2495  
Missouri • 1-573-751-4231  
Maryland • 1-410-864-5100  
Nebraska • 1-402-553-0171  
Nevada • 1-702-486-2830  
North Carolina • 1-919-807-2500  
Pennsylvania • 717-772-4447  
South Carolina • 1-803-737-5700  
Tennessee • 800-873-2879  
Texas • 1-800-452-9595  
Virginia • 1-877-664-2566  
Wisconsin • 1-608-266-3131

## **Pregnant and Nursing Employees**

### **PWFA-Pregnant Workers Fairness Act**

The PWFA ensures that public sector employers, and private sector employers with 15 or more employees, provide a reasonable accommodation to qualified pregnant or postpartum employees with a known limitation, unless doing so would impose an undue hardship on the employer. Employers should engage in an interactive dialogue with the employee when accommodation is requested. Failure to make a reasonable accommodation for a person with a known limitation could result in liability.

While the PWFA is closely modeled after the Americans with Disabilities Act ("ADA"), employers should note that a qualified employee need not meet the definition of "disability" under the ADA. Instead, the PWFA uses the term "known limitation."

A "known limitation" is defined as a physical or mental condition related to, affected by, or arising out of pregnancy, childbirth, or related medical conditions that the employee or employee's representative has communicated to the employer, whether or not the condition meets the definition of a disability under the ADA. This may result in greater application of accommodation to employee limitations.

### **The PWFA prohibits employers from:**

- requiring acceptance of an accommodation other than that which was arrived at through the interactive process,
- denying employment opportunities based on the need to make reasonable accommodations to the known limitations related to the pregnancy, childbirth, or related medical conditions of the qualified employee,
- requiring leave, whether paid or unpaid, if another reasonable accommodation can be provided, and
- taking adverse action in terms, conditions, or privileges of employment against a qualified employee on account of the request for or use of a reasonable accommodation,
- retaliating against employees for opposing any act or practice made unlawful by the Act or participating in an investigation, proceeding, or hearing, and

- coercing, intimidating, threatening, or interfering with any individual in the enjoyment or use of, or aiding another in the enjoyment or use of, rights afforded or protected by the Act.

The PWFA permits a prevailing employee to recover back wages, compensatory damages, attorneys' fees, and other relief.

### **How to Request Accommodations Under the PWFA**

An employee who has a known limitation related to, affected by, or arising out of pregnancy, childbirth, or a related medical condition may request a reasonable accommodation by contacting his or her Managing Partner, supervisor, or Human Resources. No special words are required, and the request may be made verbally or in writing; the employee need only communicate the need for a change at work connected to pregnancy, childbirth, or a related medical condition. Managers who receive such a request must promptly notify Human Resources.

The Company and the employee will engage in a timely, good-faith interactive process to identify an effective reasonable accommodation. Where more than one effective accommodation exists, the Company may choose among them. The Company will not require an employee to take leave, whether paid or unpaid, if another reasonable accommodation can be provided that allows the employee to continue working.

The Company will request supporting documentation only when it is reasonable under the circumstances to determine whether the employee has a known limitation and what accommodation is needed. Consistent with EEOC guidance, documentation will not be requested for certain common, predictable accommodations—such as carrying or keeping water nearby, taking additional restroom breaks, sitting or standing as needed, or taking breaks to eat and drink—or where the limitation and need for accommodation are obvious or already known. When documentation is appropriate, the Company will limit its request to what is reasonably necessary.

The Company will not retaliate against, or take any adverse action against, any employee for requesting or using a reasonable accommodation under the PWFA. For accommodations based on disability or sincerely held religious beliefs, employees should refer to the Accommodations policy in this Manual. Employees with questions should contact Human Resources at [hr@jasonsdeli.com](mailto:hr@jasonsdeli.com).

### **PUMP Act-Providing Urgent Maternal Protections for Nursing Mothers Act**

The PUMP Act extends to all nursing employees the right to receive break time to express breast milk and a private place to do so. While the Affordable Care Act already required some of these actions, those protections did not apply to most salaried, exempt employees, as defined under the Fair Labor Standards Act ("FLSA").

The PUMP Act amends FLSA and extends rights to all breastfeeding employees for the first year after the baby's birth. This includes:

- reasonable break time for an employee to express breast milk for the employee's nursing child,
- a place, other than a bathroom, that is shielded from view and free from intrusion of coworkers and the public, which may be used by an employee to express breast milk.

Employers are not required to compensate employees during this time unless otherwise required by federal, state, or local law, and unless the employee is completely relieved from duty during the entirety of the break. There are some limited industry exemptions.

There is also an exemption for small employers with fewer than 50 employees if compliance would impose an undue hardship by causing the employer significant difficulty or expense when considered in relation to the size, financial resources, nature, or structure of the business.

With some exceptions, the law requires an employee to provide notice to an employer and a ten-day opportunity to cure prior to commencement of an action. Employers that violate the law may be liable for reinstatement, promotion, or the payment of lost wages and liquidated damages.

If you have questions about the application of these new laws, please email [hr@jasonsdeli.com](mailto:hr@jasonsdeli.com).

## **Employee Schedules**

Weekly schedules will be updated and posted on a weekly basis. Any special requests for time off need to be submitted in writing to the Managing Partner at least one week prior to the posting of the next schedule. We will do our best to accommodate your needs; however, we may not be able to meet all your scheduling requests.

After the schedule is posted, it is the responsibility of any employee who cannot work their scheduled shift to find their own replacement. Your replacement must be approved by management.

## **Tip Reporting Agreement**

As a directly or indirectly tipped employee of Deli Management, Inc., the tip income you receive is taxable income. The tip income includes all cash and credit tips received. As income, these tips are subject to federal withholding, Social Security and Medicare taxes, and may be subject to state income tax as well.

- Employees are obligated to report 100% of tips to the employer by recording the total of all cash and all charge tips into the POS/Time Clock after each shift. Failure to follow this procedure is against Jason's Deli's policy and is subject to disciplinary action, up to and including a disciplinary action report (DAR) or termination.
- In addition to reporting all tip income to the employer, employees must keep a personal running daily log of tip income. Publication 1244, Employee's Daily Record of Tips and Report to Employer, has been made available to employees for the purpose of keeping the running daily log.
- The daily log would be the only record acceptable to the IRS in the event of an IRS examination of your tax return.
- It is the employee's obligation to report to the employer all (100%) of cash and charge tips by methods described above. Also, it is the employee's responsibility to keep a personal, accurate, daily record of tip income and compare their records to the weekly statement of tip income they will receive on their paycheck stub. If there are any errors or discrepancies in the statement of tip income, employees should notify management as soon as possible.
- If you fail to keep an accurate, personal, daily record of tip income, and it is determined in an examination that you under-reported tip income, the IRS will assess the taxes owed based on the best available records of your employer. Underreporting could result in owing substantial taxes, penalties, and interest.
- All tips received are considered by the Federal government (and state government, if applicable) to be taxable, reportable income, and it is the employee's obligation to report all (100%) of this income on an annual tax return.
- Failure to abide by this agreement is contrary to Jason's Deli policy and is subject to disciplinary action, up to and including a DAR or termination. Furthermore, failure to accurately report tip income to the Federal government (and state government, where applicable) is in violation of Federal (and state) law and is subject to sanctions by the government(s), including (but not limited to) substantial penalties and interest.

## Tip Pooling

Tip Pooling is a practice unique to the hospitality industry where employees contribute the tips they receive into a pool, which is then shared among all eligible employees. Where allowed by law, all eligible employees will participate in their Deli's tip pool. Employees will receive information specific to the distribution of the tip pool during the onboarding process. All tips, including cash, are considered income and must be reported as such to the IRS. Employees who are eligible to participate in the Tip Pool must turn in all cash tips to a manager. All tips collected are accumulated on a shift-by-shift basis and will be distributed based on the number of hours worked by each employee during that shift. Pooled Tips will be paid out weekly and will be included on the employee's paycheck.

Eligible employees (where allowed by law) include:

- AM Set UP
- FOH Staff
- Dining Room Staff
- Line Production
- Employees during Orientation/Training

The Company does not keep any portion of the pooled tips. The following employees are not allowed to participate in Tip Pooling:

- MPs, Managers, MITs, and Shift Supervisors, but only for shifts in which they are clocked in under the Shift Supervisor job code. A Shift Supervisor who is clocked in under a non-supervisory job code is performing non-supervisory work and remains eligible to participate in the tip pool for that shift. What controls is the job code under which the employee is clocked in.

## Delivery Tips

- Delivery Drivers (Will keep their earned tips when they execute a delivery and are excluded from the Tip Pool while clocked in as a Delivery Driver). Please note that there is a maximum tip of \$500 per delivery driver per delivery order. For any orders with a tip more than \$500 per delivery driver per delivery order, the excess tip money will go into the tip pool and be distributed equally between shifts that participated in executing that order. Under the Fair Labor Standards Act (FLSA), an MP can legally keep a tip only if he/she solely and directly took the delivery. They are not legally able to take a cut of shared or pooled tips if he/she delivered alongside other employees

No exceptions may be made to the tip pooling or delivery tips policy. Failure to turn in tips as outlined in the policy may result in disciplinary action, up to and including termination.

## Discipline

The goal of every manager should be to try to improve the functioning of the workplace through coaching and communication whenever possible. Even so, there will be times when discipline is called for. It is not possible to list every occasion that may call for a manager to exercise disciplinary authority over an employee, even though many examples are given throughout this handbook.

Management has the authority to discipline employees as needed to ensure the safe, productive, and efficient operation of the workplace, subject to all restrictions that are placed on that authority by applicable laws and regulations.

Generally speaking, discipline should be used to correct performance-related issues when communication and coaching fails to result in the expected improvements in an employee's performance. Discipline should also be used to correct and deter employee misconduct.

We expect our management teams to engage in appropriate communication, coaching, and counseling to make sure that all employees know what their job duties and expectations are, and so that employees have the opportunity to succeed. When employees fail to meet performance expectations, management will decide whether additional coaching is necessary or whether discipline is appropriate instead. When employees engage in misconduct, management and/or Human Resources will determine what discipline is appropriate, up to and including termination.

### **Jason's Deli Policies and Procedures**

Every organization must have work rules, which ensure well-being and productivity. All Jason's Deli employees are to abide by the Company rules. While not to be considered an exhaustive list, any of the following actions shall be considered grounds for employee discipline, which may include termination, depending upon the circumstances/severity:

- Absenteeism and tardiness.
- One unexcused absence without notification will be considered voluntary termination/job abandonment.
- Clocking in or out for another employee or having another employee clock in or out for you.
- Managers are strictly prohibited from making time adjustments to their own timekeeping records.
- Employees cannot do ANY KIND of side work for the deli (ie, power washing, window washing, etc.) unless they are on the clock or are set up as an approved vendor.
- Leaving the Company premises without permission while on duty.
- Managers/Shift Supervisors leaving the premises without any member of management in charge of the deli.
- Sleeping during work hours.
- Falling asleep while driving a company vehicle.
- Reporting to work while under the influence of alcohol or drugs.
- Use or possession of illegal drugs on Company property.
- Possession of firearms, weapons, or explosives within a Deli or Corporate Office.
- Disregard of safety rules and common safety practices.
- Failure to comply with the Company's Scam Policy.
- Violation of any security procedure.
- Being inside a deli alone is prohibited.
- Insubordination and/or failure to follow instructions.
- Incompetence or failure to meet reasonable levels of efficiency, including neglect of duty or responsibilities.
- Family members or friends are prohibited from being on-site while an employee is working; this prohibition applies if it causes neglect of duty or disruption in the workplace.
- Filing a false complaint against someone, not cooperating during an investigation, or lying during the course of an investigation.
- Falsifying company documents.
- Inaccurately reporting sales.
- Manipulating Company data.
- Failure to comply with the Company's register procedures.
- Cash mishandling.
- Giving your POS magnetic card to anyone.
- Forging or adding/altering a tip on a credit card slip or invoice.
- Solicitation of tips.
- Pressuring a customer to tip or criticizing the amount of a customer tip.
- MPs, Managers, MITs, and Shift Supervisors are strictly prohibited from accepting tips from the tip pool, except that a Shift Supervisor clocked in under a non-supervisory job code may participate in the tip pool for that shift.

- Violation of wage and hour laws/policies (is grounds for termination).
- Working employees off the clock.
- Giving an employee managerial security access without the completion of a background check.
- Allowing an employee to work off the clock before they are entered by payroll into Menulink.
- Adjusting an employee's time without their knowledge and/or without their signature.
- Failure to comply with the Company's policy on harassment.
- Theft of private or Company property.
- Damage to or unauthorized possession of property belonging to the Company or another employee.
- Delivery Drivers-failure to maintain a clean vehicle while out on deliveries.
- Bumper Stickers-inappropriate bumper stickers are not allowed to be on your vehicle if you are driving with a company car topper.
- Failure to follow the company's safety policies.
- Fraudulent use of Deli Dollars.
- Rudeness to a customer, manager, employee, or co-worker.
- Acts of an immoral or improper nature during working hours, or off-duty conduct that is unlawful or that harms or is reasonably likely to harm the Company's reputation, business interests, guests, other employees, or the employee's ability to perform his or her job.
- Lying.
- It is not recommended that managers provide personal loans to employees or gift employees with their own personal money.
- Any type of manipulation of company surveys is strictly prohibited.
- Closing the deli early without permission from a Business Coach.
- Violation of any Core Value or Code of Conduct.
- Violation of any applicable law.
- Violation of any Company policy.

## No Profanity Policy

While we want to encourage A Great Place to Work and a fun environment, our behavior needs to be always professional. Using profanity, in any capacity, is strictly prohibited. This policy is applicable to everyone in the company, and violation of the policy is grounds for disciplinary action, up to and including termination.

## Call-out Procedures

Your supervisor will need to know at least two hours (8 hours for CDL drivers) before you are scheduled to work if you will not be in or will be late for work. **Employees need to call and speak directly to a manager if they are going to be late or unable to work their shift.** It is the responsibility of any employee who cannot work their scheduled shift to find their own replacement. Your replacement must be approved by management. If you miss more than one day of work (days must be consecutive) due to an accident or medical leave, you may be required to provide a doctor's release.

Notify your manager on duty so they can make the necessary shift changes if you are vomiting or have diarrhea. If you have been diagnosed with a food-borne illness caused by Salmonella Typhi, Shigella, Shiga toxin-producing Escherichia coli, Hepatitis A, or Norovirus, you should not be in the deli, distribution center, or office until you have presented a written release from a medical practitioner.

If a food handler has a sore throat with a fever, they must be restricted from working with or around food. The food handler can work with or around food when they have a written release from a medical practitioner. Food handlers who have had jaundice for less than seven days must

be excluded from the operation. They must have a written release from a medical practitioner and approval from the regulatory authority before returning to work.

## **Non-Employees in the Workplace**

While we understand the need to have family/friends come to the workplace from time to time, we do not encourage this practice. If it does happen, they must be seated, not in the kitchen, warehouse, or any area not open to the general public. They may not be disruptive, and they may not work under ANY circumstances.

## **Code of Conduct**

Jason's Deli has adopted and endorsed a Code of Conduct which is based on the Mission, Purpose, and Core Values of our organization. The continued success and growth of our company is dependent on each representative of Jason's Deli doing what we know to be morally and ethically appropriate. We encourage you to carefully study this document and refer back to it as needed to guide you in your decisions and actions as you represent the Jason's Deli family.

## **Meta Glasses Policy**

Employees may not wear or use smart glasses while working or in Company work areas. Devices must be powered off and stored away. The only exceptions are an HR-approved reasonable accommodation or advance written authorization for a specific business use.

## **Anti-Bribery and Corruption Policy**

It is expressly prohibited for DMI or its directors, officers, or employees to directly or indirectly:

- Make, promise, approve, authorize, or offer to give to anyone anything of value for the purpose of inducing the recipient to take (or to refrain from taking) action that would bestow a benefit on DMI or any other party;
- Accept anything of value if you know or suspect that it is offered or provided with the intention to reward improper performance of one's responsibilities or duties or to gain an improper advantage;
- Engage in any activity that might lead to a breach of this policy.

Individuals found to be in violation of this policy may be subject to disciplinary action by DMI, up to and including termination, and may also be subject to civil and criminal penalties.

## **Sanctions Policy**

DMI will comply with all economic sanctions laws, regulations, embargoes or restrictive measures ("Sanctions") to which it is subject. DMI will maintain effective measures to ensure compliance with and awareness of its Sanctions-related obligations.

DMI, as well as its directors, officers, and employees, must comply with all Sanctions applicable to the relevant person and may not engage in any business that could violate applicable Sanctions.

DMI will consider a violation of this policy as a serious matter warranting disciplinary action, up to and including termination. Violations of Sanctions may also have legal consequences for individuals involved, including civil and criminal penalties.

## **Alcohol Awareness Policy**

The legal liabilities surrounding the consumption of alcohol on premises are considerable and can affect you and the company. Please follow the following when dealing with alcohol;

- No employees are permitted to bring alcohol into the workplace.

- No employees may consume alcohol while at work or on the premises before or after work.
- No alcohol may be served at any company function held at the workplace (i.e., Christmas party) without prior approval by the Business Coach or Department Head.

Jason's Deli recognizes there may be occasions where alcohol is served at a company-sponsored event. A company-sponsored event is any social event that is communicated through verbal or written means, including e-mail or a posted flyer (i.e., **Core Values Workshops**). At these functions, Jason's Deli is committed to serving alcoholic beverages responsibly. Managers and employees are expected to drink responsibly and in moderation. Managers should maintain professionalism on the job and at Company social events. The following policies should be enforced at all times:

- Prevention of the service of alcohol to anyone who is intoxicated.
- Prevention of anyone who is intoxicated from operating a moving vehicle.
- Prevention of anyone under the age of 21 from drinking alcohol.
- Prevention of anyone under the age of 21 from being served alcohol.

It is the responsibility of the highest-ranking manager at the function to ensure this policy is followed. Violation of this policy may result in disciplinary action up to and including termination.

### **Alcohol Service Policy**

It is Jason's Deli's policy that we will only serve customers 21 and over and who are not intoxicated. Those employees who do serve alcohol (ring up and serve) must be 21 years or older. There is a tremendous amount of liability for all parties involved; therefore, employees who willfully violate this policy will be terminated immediately. Any employee who negligently serves a minor or an intoxicated person will be subject to disciplinary action up to and including termination.

Employees must check IDs for anyone ordering an alcoholic beverage who does not appear to be over the age of 30. If at any time you have difficulty with a guest who seems to be intoxicated or a minor attempting to purchase alcohol, contact a manager.

### **Drug-Free Workplace Policy**

Jason's Deli is committed to maintaining a work environment that is free from the use, sale, possession or distribution of controlled substances or drugs, and free from the abusive use of legal drugs or alcohol.

The illegal use, sale, or possession of narcotics, drugs, or controlled substances while on the job, on Company property, or at any Company-sponsored event is strictly prohibited. Violation of this policy subjects an employee to discipline up to and including termination. Any illegal substances may be turned over to the appropriate law enforcement agency and may result in criminal prosecution.

Any employee who reports to work under the influence of alcohol, unlawful drugs, or controlled substances that are not validly prescribed, or who consumes alcohol, unlawful drugs, or controlled substances that are not validly prescribed, on the job or during breaks, is subject to discipline, up to and including termination.

Jason's Deli reserves the right to require that an employee submit to a test to determine the presence of alcohol, unlawful drugs, or controlled substances when Jason's Deli has reasonable suspicion the employee is under the influence of drugs or alcohol at work. Among other things, reasonable suspicion may be based upon the employee causing, contributing to, or being involved in an accident while on Company premises or a third-party report. Refusal to submit to

such a test, tampering or failing to follow the testing process, or a positive test result, will result in disciplinary action, up to and including termination.

Prior to any testing, Managers must receive approval from Human Resources. The employee must then be driven to and from the clinic by a member of management.

Prior to any testing, the employee shall be given the opportunity to list all prescription and non-prescription drugs and controlled substances he or she has used and explain the circumstances surrounding his or her use prior to testing.

Jason's Deli will take every precaution to ensure that the testing procedure is fair and accurate. It will preserve the employee's privacy during testing and in the reporting of the results. An employee who tests positive will have the opportunity to explain, in writing, his or her test results. The failure to adequately establish a legal basis for his or her positive test results will constitute a violation of the policy and will result in the termination of employment.

Jason's Deli may take disciplinary action, up to and including termination, against any employee who is convicted of any criminal drug statute for a violation occurring in or outside the workplace. Any employee who is indicted or convicted under any criminal drug statute must notify the Company within five days of the indictment or conviction.

### **Right to Search**

The entry on to, or presence on, the Company's premises (or property adjacent to the Company's premises if such property is used during normal business hours) is expressly conditioned on the Company's right to conduct testing and searches of each person, their personal effects, vehicles and lockers on the premises (regardless if they are locked, lockable or have a code), for any contraband including but not limited to: illegal drugs, controlled substances, alcoholic beverages, and drug related paraphernalia, illegal firearms or weapons at the sole discretion of management.

By entering or remaining on the Company's premises, any person is deemed to have consented to such testing and searches which may be randomly taken with or without notice. Human Resources must be consulted prior to conducting any searches.

Jason's Deli may take disciplinary action, up to and including termination, against any employee who fails to cooperate with or allow a search to be completed on the Company's premises or property.

### **Tobacco Use Policy**

Tobacco use (smoking, dipping, and e-cigarettes) inside delis, regional offices, and corporate offices is **strictly** prohibited for all Jason's Deli employees and guests.

Employees may use tobacco-related products outside the building, warehouse, or facility during scheduled rest periods or meal breaks. Employees should make every attempt to stay out of guests' view when using tobacco-related products.

Managers will enforce any state laws regarding the minimum age for tobacco use. Any employee who unlawfully uses any tobacco products at the workplace may be subject to disciplinary action, up to and including termination.

Delivery Drivers may not smoke in their vehicles while on duty delivering food to guests. Truck drivers are permitted to smoke in company trucks. However, if a truck driver is riding with a non-smoking passenger, then the truck driver is required to respect the requests of the non-smoker and not smoke in the company truck.

## Workplace Violence Policy

Nothing is more important to Jason's Deli than the safety and security of its employees and guests. Threats, bullying, threatening behavior, or acts of violence against employees, visitors, guests or other individuals by anyone on Jason's Deli property will not be tolerated.

Jason's Deli **specifically** prohibits and does not tolerate in the workplace possession of firearms or any destructive device designed to inflict injury or cause physical or psychological harm; fighting on the job; aggressive physical acts; threatening, intimidating, coercive, abusive, or offensive language; violent verbal threats, written threats; discourteous conduct; malicious, false, or unfounded statements; intentional, reckless or grossly negligent behavior which results in destruction of property; violations of Company substance abuse policies; or violation of Company discrimination or harassment policies.

Situations that involve potential or actual acts of violence, such as the prohibited behaviors listed above, must be reported immediately to your manager or Human Resources.

Employees who know information about a violent act, a threat, an intimidation, or harassment, but fail to report such behavior to their manager, are subject to appropriate disciplinary action up to and including termination.

## Conflict of Interest

While Jason's Deli respects the privacy of its employees in the conduct of their personal affairs, it insists that they fully discharge their employment obligations to the Company. Employees should avoid any activity in which their personal interests may come into conflict, or appear to come into conflict, with the interests of the Company in its relations with current or prospective suppliers, customers, or competitors. Employees must report actual or potential conflicts of interest to the Director of Internal Audit.

Without limiting the general scope of this policy, the following relationships and course of conduct will be considered to involve a conflict of interest unless, in special circumstances, they are specifically approved and waived by the corporation:

- Concurrent employment with Jason's Deli and any other entity if the employment encroaches materially on time or attention that should be devoted to the Company's affairs.
- Concurrent employment of employees by the Company and by a current or potential competitor, supplier, or guest of the corporation.
- Investing in or holding a financial interest (>1%) in any current or potential competitor, supplier, or guest of the Company.
- Acceptance by an employee or immediate relative of an employee membership on the board of directors of a current or potential competitor, supplier, or guest of the corporation.
- Acting as a consultant or advisor to a current or potential competitor of the Company.

## Moonlighting

The company does not want to get in the way of its employees making a living. However, if you have another job or business venture and it interferes with your job at Jason's Deli, it may be treated as a performance issue (i.e., absence from a scheduled shift, tardiness, etc.). Generally, for managers and corporate employees, the other job should not be considered a conflict of interest. Managers and corporate employees must be above board and inform their supervisor. For more information or questions, please email [hr@jasonsdeli.com](mailto:hr@jasonsdeli.com).

## **Gift Reporting Policy**

Employees may not receive business gifts of any value from suppliers, guests, or others without the knowledge and prior approval of their supervisor, Department Manager, or Department Head. A gift may include, but is not limited to, services, valuable privileges, gift cards, vacations or pleasure trips, loans, and other forms of entertainment. Employees are also prohibited from bartering or trading food items for anything of value without the knowledge and prior approval of their supervisor, Department Manager, or Department Head. Receipt of such items could suggest dishonesty or unfair dealings. This rule applies whether the person receives the value directly or indirectly. Receiving value indirectly means receiving it through a family member, friend, or acquaintance.

Jason's Deli recognizes that establishing good business relationships, which may result from business-related social activities, is in the best interest of the Company. Therefore, business-related meals are appropriate to accept unless the value, cost, and/or frequency of the meals are such that they could affect, or be perceived by others as affecting, your business decisions. An employee's business decision could be interpreted as being affected if the employee was in, or could be in, a position to influence the corporation's relationship with the competitor, supplier, or guest. An employee should make every effort to ensure that there is no reason for anyone to view these contacts as being improper.

There may be occasions where Jason's Deli solicits items from other persons or organizations in support of special company-sponsored events. In these circumstances, solicitations may only be made for the benefit of the event and for no other reason. All solicitations must be coordinated with the person or persons designated by senior management to be responsible for coordinating or organizing the special event. There should be no other circumstances when it would be appropriate to solicit items on behalf of the Company.

## **Fraternization**

Fraternization occurs when a supervisor and his/her subordinate are involved in a personal relationship, of either physical or social nature, including, but not limited to, a dating relationship. Jason's Deli prohibits fraternization between two employees where one employee has influence or control over the employment actions of the other, including, but not limited to, promotion, demotion, termination, work assignments, and changes in pay rate.

Employees should be aware of the negative ramifications and perceptions that could result from these actions and should avoid situations in which fraternization, or the appearance of fraternization could occur. If two employees desire a relationship that would otherwise violate the fraternization section, they must notify the supervisor above them immediately so that a transfer may be arranged, if possible.

This policy does not apply to normal social interactions at Company-sponsored events. In addition, it is not recommended for managers to give rides to employees; however, it would be recommended for a deli to pay Uber, Lyft, or cab fare for a stranded employee.

## **Dating**

Dating or other voluntary romantic interaction between employees does not necessarily violate the harassment policy. However, any personal and/or romantic interactions between employees that negatively affect (or, in some cases, that have the ability to negatively affect) your ability to do your job or our ability to run the Company are considered inappropriate and may result in discipline.

Management personnel and shift supervisors are not allowed to date non-management staff or other members of the management team in their deli or a deli they supervise. Likewise, management is not permitted to socialize outside the workplace with non-management

employees under their supervision. This includes any interactions at non-Company gatherings outside of the deli, such as sporting events, parties, happy hours, lunches, or dinners. Where an individual possesses supervisory responsibility over an employee, relationships between those individuals are always expressly prohibited.

If you and another employee or member of the management staff would like to have a social or romantic relationship that would otherwise violate this policy, it is your responsibility to notify your direct supervisor and explore whether the company can transfer one of the two employees. You should come to us early and be honest so that we can explore potential solutions. If we find out about a relationship that violates our fraternization policy before you disclose it, the employees may face disciplinary action up to and including termination.

## **Nepotism/Supervision of Relatives**

Jason's Deli permits the employment of relatives if it is in the best interest of the Company. The term "relative" includes, but is not limited to, spouse, child, parent, sibling, grandchild, grandparent, father-in-law, mother-in-law, sister-in-law, and brother-in-law. These are situations that need to be above board and not hidden. They are decisions that all partners need to be aware of and feel good about prior to the hire. If problems arise in the deli regarding a personal relationship, it could lead to a change being made in the professional relationship.

## **Trade Secrets**

It is unfair competition to steal, copy, communicate, or transmit an employer's trade secret information. A trade secret is defined as "the whole or any part of any scientific or technical information, design, process, procedure, formula, or improvement that has value and that the owner has taken measures to prevent from becoming available to persons other than those selected by the owner to have access for limited purposes." Our internal procedures and recipes are of great value to Jason's Deli. Employees are not to disclose any proprietary processes or recipes to any person unless directed to by management. Jason's Deli will institute civil action against anyone who violates this policy.

Notice of Immunity Under the Defend Trade Secrets Act: Notwithstanding the foregoing, and as required by the Defend Trade Secrets Act (18 U.S.C. § 1833(b)), an individual will not be held criminally or civilly liable under any federal or state trade-secret law for the disclosure of a trade secret that is made (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or (b) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to his or her attorney and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret except pursuant to court order. Nothing in this policy is intended to limit or interfere with these statutory protections, or with any other legally protected whistleblower rights.

## **Dress Code**

These are the expectations for dress and appearance for all representatives of our brand. Your appearance at work reflects our Core Values and Highest Personal Standards.

## **All Employee Guidelines**

- Name tags must be worn throughout your shift.
- Hairstyles should be neat, and hair should be clean. For those with long hair, it will need to be pulled back in a controlled fashion in compliance with applicable health-code hair-restraint requirements. Jason's Deli permits various colors of hair, as long as it is not so bold as to cause a distraction. This policy does not prohibit hair textures or protective

hairstyles historically associated with race or national origin, such as braids, locs, twists, or knots. Head coverings worn for religious, medical, or health-code reasons are permitted; other decorative head wraps or bandanas are not permitted.

- Beards, goatees, and mustaches are permitted. Facial hair must be kept short (no longer than 1/2 inch in length) and always trimmed and well-groomed.
- Any makeup worn should be professional and conservative. When working in the deli, acrylic nails and fingernail polish are prohibited.
- Colored contacts must be of a natural color such as brown, blue, or green.
- Belts are required to be worn with pants that have belt loops.
- Undergarments must be worn.
- Shoes must be professional, clean, and slip-resistant (in the deli). Clogs, open-toed shoes, and hiking boots are not permitted. Conservative-colored socks must be worn.
- Tattoos are permitted. They may not be offensive (i.e., violent, of a sexual nature, or gang-related). Facial, knuckle, or large hand tattoos are not permitted.
- Tasteful jewelry may be worn as long as it is not offensive, too large, or excessive. A small nose stud, a small tongue ring, and ear gauges smaller than the natural earlobe are acceptable.
- The local health department rules and regulations must always be followed in the deli.
- If masks are required, a company-provided mask must be worn.

If any questions or discrepancies exist regarding the dress code, your MP or Department Head has the final discretion as to what is acceptable within our guidelines. Your MP or Department Head has the right to send you home to change, without pay, if you are not wearing appropriate attire. Please note that religious/medical accommodations may supersede any company guidelines.

### **Deli Managers (L6 - MP):**

- Acceptable shirts include professional button-up collared dress shirts, collared polos, and work blouses. Colors and patterns should not be so bold as to cause distraction. It is recommended to utilize colors that align with our style guide (red, black, and white).
- Logoed shirts and outerwear options are also permitted and are available to order through partner sites linked on the Jason's Deli Gateway website.
- Acceptable pants include professional, well-fitting dress pants and slacks in neutral colors such as blue, gray, khaki, brown, and black. Knee-length skirts are also permitted.

### **Deli Employees**

Employee uniforms consist of a tucked-in t-shirt, a name tag, a hat, and an apron. The company will provide you with enough shirts, hats, and aprons for your weekly use. You may purchase additional items.

- Deli employees should wear blue jeans that are neat and conservative. Blue jeans with holes, tears, frays, or stains are not permitted. Blue jeans may not be overly ornate, bleached, or low-rise. There should not be anything visible hanging out of pockets or hanging from the waist, including lanyards or key chains.
- Deli drivers must wear khaki or black pants.

### **Corporate Office Staff:**

- If masks are required, a company-provided mask must be worn.
- All tops, blouses, and sweaters need to be of a conservative and professional style. Tops that are not permitted include those that are low cut, expose the midriff, sleeveless, or strapless.
- Acceptable pants include well-fitting professional dress pants and slacks. Neat and conservative skirts and jeans are also permitted. Jeans with holes, tears, frays, or stains

are not permitted. Jeans may not be overly ornate, bleached, or low-rise. There should not be anything visible hanging out of pockets or hanging from the waist, including lanyards or key chains. Leggings may be worn if they are a solid dark color and your top /dress covers your bottom.

- Proper footwear is required. Shoes must be professional and clean.
- Department Heads may require more stringent dress codes, if necessary, for the business of his/her department.

### **Truck Drivers and Warehouse Employees:**

- Jason's Deli will provide all truck drivers and warehouse employees with four uniform shirts upon hire.
- Two replacement shirts are available every 6 months to replace any worn shirts at no cost to the employee.
- The outermost article of clothing must have a Jason's Deli logo.
- Drivers must wear a Jason's Deli hat, Jason's Deli driver shirt, white crewneck undershirt, and black or brown belt.
- Steel or composite toe shoes are required.
- Dress must be in accordance with your specific department's uniform requirements, including color and style of work shirts and pants/shorts.

### **Logo Policy**

When wearing a company logo, you represent the Jason's Deli brand. This includes being in the community with a logo during your personal time. Please be mindful in engaging in activities that you wouldn't normally engage in the workplace.

### **Personal Banking Policy**

While Jason's Deli wants to provide as many services and benefits to its employees as possible, we are not your personal bank. Cashing personal checks, cashing paychecks, and cashing any kind of check is strictly prohibited. You may not use a credit card or debit card for personal financial gain (swipe a card to get cash back) or float money in any way. We also do not allow any type of IOUs to be left in the safe for any reason. Violation of this policy is grounds for immediate termination.

### **IT and Internet Usage**

Jason's Deli's information must be protected from risks that jeopardize its availability, integrity, and confidentiality. To reduce the Company's exposure to such risks, it is necessary for all Jason's Deli personnel to be aware of their roles and responsibilities in using information, information technology resources, and all subjects outlined in the DMI Acceptable Use Policy. Violation of any of these policies may lead to disciplinary action, dismissal, and/or action by judicial and regulatory authorities. Any person who is aware of or observes a suspected violation of any of these policies is responsible for reporting the incident to his or her immediate supervisor.

Internet/Intranet/Extranet-related systems are the property of Jason's Deli. These systems include, but are not limited to, computer equipment, software, operating systems, storage media, and network accounts providing e-mail, web browsing, and FTP transfer sites. These systems are to be used for business purposes in serving the interests of the company, and of our clients and guests in the course of normal operations.

### **Active Directory Passwords**

It is recommended that you utilize a password management tool, such as Bit Warden, that encrypts your passwords and keeps them on your phone for easy access. Please DO NOT WRITE

THEM DOWN or compile in an EXCEL SPREADSHEET to keep on your desktop. This would be an example of a company policy violation and is addressed in our Security Awareness and Acceptable Use Policy guidelines.

## **Passwords**

- If you have any doubts about Security Awareness and Acceptable Use Policies with regard to computer use and passwords, please reach out to infosec@jasonsdeli.com. If you are having any issues resetting or logging in with your new password, please contact the Helpdesk at 409-951-5656 for assistance.
- Consider a passphrase instead of a password.
- All temporary passwords will meet complexity and be randomized.
- All password assistance from Helpdesk will only be managed through a phone call.
- You CANNOT use the same password for your email account and your computer logon account. All account passwords must be unique for each account that you have.
- NO SHARING of user accounts and passwords.
- Examples of pass phrases would be Mary had a llttle lamb! or t!cklem3Elmo or Mypassword\_is\_bl@nk.
- Remember spaces count as special characters.

## **Scam Policy**

Additional information on preventing scams is contained in the L5 Career Path as well as in S2.1 Deli Security Procedures in the MAP. Additionally, the Company posts numerous articles regarding scam awareness throughout the year.

In short, if you are a L5 or above working in a deli, it is your responsibility to prevent scams, particularly those that occur over the phone. At NO time will someone from "corporate," a government agency, or anyone else call the deli and ask you to remove money, purchase gift cards, etc. Do not fall for this scam, even if they tell you the deli or someone in it is facing legal action, getting audited, etc. Nothing over the phone is legit. Scammers are experts at faking documents, titles, and other details. Always immediately report any requests along these lines to your MP and/or BC. Because the Company feels strongly that it has provided training and ongoing education on such matters, anyone who falls victim to a scam may receive disciplinary action, up to and including termination. In addition, the MP may have the full amount that was scammed deducted from his/her bonus.

## **PCI/Security**

The sending of Customer Credit Card information through email or any form of unencrypted electronic communication is a violation of Jason's Deli's Security Awareness and Acceptable Use policy. Violation of this policy jeopardizes our PCI Compliance status and could result in the loss of our ability to process credit cards for all Jason's Deli locations. Employees found in violation of this policy are subject to disciplinary action, up to and including termination of employment.

### **Protecting our Customer's Cardholder Information (SAAUP)**

Printed materials containing credit card information must be handled securely at all times. They must be stored in a locked office or cabinet, labeled as sensitive, and only retained for the minimum time deemed necessary for their use. After such time, they must be securely transported and destroyed. Hard copies of credit card numbers should be treated the same as cash.

Never store credit card numbers in an electronic format that is unencrypted. This includes spreadsheets, documents, email, etc.

It is not permitted to send unencrypted credit card information by means of electronic communications, including email, SMS, instant messaging, or ticketing systems.

## Enforcement

Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

## Social Media Policy

At Jason's Deli, we understand that social media and social networking technologies (hereinafter referred to as "social media") have become an important means of communication and can be a fun and rewarding way to share your life and opinions with family, friends, and co-workers. However, the use of social media also presents certain risks and carries with it certain responsibilities.

Adhering to the following guidelines will protect employees and the Company, in keeping with our Company Code of Conduct.

Nothing in this Social Media Policy is intended to, and it will not be interpreted or applied to, restrict, interfere with, or chill employees from exercising their rights under Section 7 of the National Labor Relations Act. This includes the right to discuss or disclose wages, hours, safety concerns, harassment or discrimination, and other terms and conditions of employment, whether among coworkers or with third parties, and to engage in other protected concerted activity. To the extent any provision of this policy conflicts with these rights, this savings clause controls.

Social media is any online application or internet tool that allows peer-to-peer or social interaction. It can take many different forms. Certain terms used in this policy should be understood:

- **Facebook** – An online community for people to connect or reconnect with others to share videos, pictures, and other information.
- **X**– A service that allows users to post comments, etc., that are 140 characters or less, also described as micro-blogging.
- **Posts** – Comments, replies, entries, uploads, etc. on Facebook, X, blogs, and other social media sites.
- **Social Media Site** – Facebook, X, or any other site available on the Internet that allows users to post comments or communicate with each other via messages that can be seen or accessed by others.
- **Social Media Profile** – a page or location within a social media site that is devoted to a particular individual, company, activity, or other topic. A social media profile will be considered sponsored by the Company when the profile is created by the Company.

## Company-Sponsored Social Media Activity

The guidelines in this section explain which Jason's Deli employees are authorized to participate in social media or create social media profiles on behalf of the Company and what activities they are authorized to engage in.

### Authorized Employees

The Company has expressly selected certain employees to participate in social media sites on behalf of Jason's Deli. All other employees should refrain from sending or posting any message or social media communication in which they appear to speak on behalf of the Company. Employees may participate in social media sites on their own behalf, so long as they follow the guidelines for personal social media participation set forth below.

### Social Media Profiles

Only designated employees of the Company are authorized to establish Jason's Deli social media profiles. Employees should not create any profile that may appear to others to be a company-sponsored profile.

## **Personal Social Media Activity**

The rules and guidelines in this section apply to all non-Company-sponsored social media participation that implicates Jason's Deli either directly or indirectly.

## **Voluntary Nature**

With the exception of the authorized employees addressed above, no employee of Jason's Deli is expected or required to participate in any social media site on behalf of Jason's Deli. No supervisor has the power to direct, recommend, or suggest that any employee post anything on a social media site in support of Jason's Deli's interests. Any mention of Jason's Deli by an employee on a social media site must be voluntary in nature and made based on the employee's own personal motivation rather than a desire to assist or promote Jason's Deli's interests.

## **Privacy**

It is important to keep in mind that, in general, there should be no expectation of privacy when posting on a social media site. Additionally, an employee should have no expectation of privacy when using Company equipment or posting on Jason's Deli's sponsored social media profile.

## **Media Use and Employee Likeness Policy**

Our people are the heart of everything we do. From our kitchens to our dining rooms, we are proud of the team members who make our guest experience special. As part of our efforts, we may take photos or videos in our delis, restaurants, or events to showcase our culture, team, and community involvement.

Employees grant permission for the company to use their image, voice, name, and likeness in promotional materials. These may include (but are not limited to) photos and videos used for:

- Social media posts
- Company website and career pages
- In-store signage or displays
- Recruitment and training materials
- Newsletters, press releases, or public relations campaigns

### **What You Should Know:**

- Media may be captured during normal business operations, team events, or special promotions.
- We aim to highlight our teams in a positive and respectful way.
- Employees who do not wish to be individually featured may opt out at any time.
- Group photos and broad restaurant footage are considered general content and may be used unless an opt-out has been submitted.
- This permission remains in effect during and after employment unless formally revoked in writing.

If you have any questions or concerns or would like to opt out of media use, please contact Human Resources.

## **Confidential Information**

Employees are expected to protect the business-related privacy expectations of the Company and its suppliers. This means employees should not discuss proprietary Company business information, including but not limited to, customer information, trade secrets, financial information, strategic business plans, loss-prevention issues, or anything considered confidential. Employees are expected to protect the privacy of the Company and of its customers and suppliers. Nothing in this policy prohibits employees from discussing or disclosing their own

wages, hours, or other terms and conditions of employment, or otherwise exercising rights protected by Section 7 of the National Labor Relations Act.

### **Permission Needed**

Copyrighted material may not be posted on Company-sponsored social media profiles unless written reprint permission has been obtained in advance.

### **Usage**

Personal – as opposed to business – use of Company equipment for social networking purposes should be limited to non-working hours such as mealtime and break time.

### **Responding to Critical Comments**

If an employee visits a social media site and happens to see a comment critical of Jason's Deli, it is not the employee's job to respond. Employees may forward such comments to the Social Media department for a response instead.

### **Inappropriate Postings**

Unlawful discriminatory or harassing remarks, or threats of violence, directed toward other employees or customers will not be tolerated and may subject the employee to disciplinary action, up to and including termination. This provision does not restrict employees from discussing or protesting wages, hours, working conditions, or other terms of employment, or from raising good-faith concerns about harassment or discrimination.

### **Conduct Not Covered**

This policy does not preclude employees from engaging in conduct protected by federal law, including discussing the terms and conditions of employment with coworkers in a manner protected by the National Labor Relations Act.

### **Texting Policy**

Management personnel may not send a non-work-related text message, text picture, or any type of email to an hourly deli employee.

Management personnel may text and email employees and each other as long as it is appropriate, work-related, and professional. Inappropriate text messages, as determined by the Department Manager, will not be tolerated and may subject an individual to discipline up to and including termination.

### **Safety & Security Procedures**

(Please refer to the Crisis Manual and/or the Materials and Processes (MAP) for additional safety and security instructions.)

### **Deli Arrival**

It is against company policy for any employee or manager to be alone in the deli. Upon arriving at the deli for the opening shift, managers are required to wait in their vehicle until another employee arrives prior to entering the premises.

- Prior to 6:00 a.m., if anyone is present in the deli, the doors must remain locked, and the alarm set to "stay" (see below), leaving all entry points secure.
- Once other employees begin arriving at 6:00 a.m., you may turn off the alarm.
- The doors should remain locked until 8:00 a.m.

## **Deli Departure**

It is recommended that all closing personnel park their vehicles as close to the front door as possible when arriving at work. Any employee or manager leaving after dark should not do so alone but be escorted by another employee. Every employee must exit through the front door. If a customer is still in the store at closing, one door should remain unlocked until the customer leaves. This policy is in place to ensure we do not violate fire codes. Customers should not be in the deli after 10:30 p.m. At 10:30 p.m., once all customers have exited the deli, the alarm must be activated on "stay" (see below), leaving all exit points secure.

### **Activating "Stay" on the alarm system.**

- Enter your 4-digit alarm panel code.
- Select Stay, Perimeter, or Home (depending on your alarm panel).
- Select Bypass / Alarm will set in 60 seconds.

## **Robbery Reaction Procedures**

When responding to a potentially dangerous situation, the safety of our employees, customers, or guests is the number one priority. In the unlikely event of a robbery occurring, employees should not resist the demands of the robber. Employees should give the robber whatever he or she wants. Employees should not try to be a hero.

Once the robber leaves, employees should note the direction of travel, and only if they can do so safely. Once the robber is off the premises, an employee should immediately call 911. The manager will lock all the doors and allow no one at the deli location to leave until the police arrive. Witnesses will need to stay until the police arrive. Employees should protect areas with fingerprints if possible. Witnesses will be asked to write down the thief's description and any details regarding the incident.

## **Telephone Usage**

The phone should be answered within two rings with an enthusiastic Jason's Deli (location), this is (state your name), we cater and deliver, may I help you? Or the current marketing greeting that the company has designated.

All questions or orders should be handled with the same courtesy and respect as those in person. We always say, "One moment please" to show respect, and we refrain from saying "Hold on" or "Hang on."

All phone calls are put through to management without being screened; all calls are important. Your smile can be heard on the phone! We always immediately take care of our guests on the phone, and we only put them on hold when there are questions about catering or party trays.

To ensure we are all using our time in the most effective manner, employee personal calls are allowed only in emergency situations. Guests are allowed to make brief personal local calls when requested and based on the number of lines available. Most stores have a three-line rotary system. Therefore, if a guest ties up one line, two lines remain available for call-ins.

Calls should be handled as promptly as possible. Because every call-in is a sale, use of the phone during lunch by any person, including a manager, employee, supplier, or guest, should be kept to a minimum. Long-distance calls are allowed by management personnel only and will be limited strictly to business use. The Managing Partner will closely monitor telephone bills.

Employees should turn their cell phones off when entering their deli or distribution center. You are not allowed to talk, text, or email on your cell phone while you are on the clock, in the warehouse, or in the deli, unless in an emergency situation or on break. Cell phone use is

strictly prohibited while driving a company vehicle. Personal headphones and music devices are prohibited. Do not carry your cell phone in your back pocket.

Office personnel should keep their phones on vibrate. Personal communication, verbal or non-verbal, should be done on breaks.

### **Delivery Drivers:**

- Drivers are required to comply with all state and local laws regarding the use of cell phones or hand-free devices while driving. All drivers must use a hands-free device while driving. Whenever possible, drivers should not make or receive telephone calls while driving. Drivers should let incoming calls go to their voicemail and then find a safe place to pull over and park before initiating a call. Under no circumstances should drivers use cellular or hands-free phones during adverse weather or difficult traffic conditions while driving. Jason's Deli takes its phone and hands-free use policy seriously. Any violations of this policy will subject employees to disciplinary action, up to and including termination.
- Drivers may not use a Bluetooth/Headset when making a delivery or interacting with customers.
- Drivers are required to keep their cars clean when making customer deliveries. Management reserves the right to inspect delivery drivers' cars to ensure the company's cleanliness standards are being met.

### **GPS Policy**

In furtherance of maintaining a high level of customer service to its customers, the Company is requiring its drivers to use a mobile device installed with the Cartwheel Drive App with each delivery made during working hours. The Cartwheel Drive App is enabled with Global Positioning System ("GPS") location tracking capabilities that allow customers, the Company, and others to track the location of drivers and their delivery orders. In addition, the data collected by the Cartwheel Drive App will be used for purposes that include, but are not limited to, product and service quality, training, performance management, and assessment. Delivery Drivers should have no expectation of privacy in their use of the Cartwheel Drive App or their location during working hours. By acknowledging receipt of this handbook, delivery drivers consent to the gathering and use of this information concerning their location via GPS by the Company and its affiliates and all other entities and personnel involved in any way in the process of allowing customers to track the location of delivery orders.

### **References**

Only the Payroll Department should offer hourly, management, distribution center, and corporate staff references. Should you be contacted regarding a reference for a current or previous employee, please forward it to the Payroll Department. The Payroll Department understands the different rules and legalities surrounding references.

Employees are not to give out an employee's or a former employee's information to an outside person or agency, including the FBI, police, child support, etc. Any outside agency or third party that requests such information must be referred to the Human Resources Department.

### **Referral Programs**

Jason's Deli is always looking for good employees to join its team. Our history shows that one of the best sources of new candidates is our existing employees. We will therefore offer cash rewards to any employee who refers a new employee through our referral program.

### **Eligibility**

All current employees in good standing are eligible to participate in the Employee Referral Program.

Managing Partners and Department Heads are not eligible to receive referral bonuses.

## **Referral Guidelines**

- The candidate must list the referring employee's full name on their employment application at the time of submission.
- Only one referring employee will be credited per successful hire.
- The referred candidate must be new to Jason's Deli (not a rehire or currently in the application or interview process) and must be hired as a full-time, direct employee of Jason's Deli, not as a third-party or contract employee.
- Referrals must comply with all Jason's Deli hiring and employment policies.
- All hiring decisions remain at the discretion of Talent Acquisition, Operations, or Department Head.

## **Administration**

- The Talent Acquisition Department will monitor referrals, verify eligibility, and authorize payment upon training completion.
- Jason's Deli reserves the right to modify, suspend, or discontinue this program at any time without prior notice.

## **Hourly Deli Employee**

If the person is hired for an hourly deli position, you will receive \$50.00, after thirty days of continuous employment. You must be actively employed when the referral fee is paid.

## **Field Management/Corporate Positions**

We offer cash rewards to employees, managers, and corporate staff who refer management candidates who are hired by Jason's Deli.

To submit a referral, send the candidate's résumé to the Talent Acquisition Manager (TAM) or complete the Manager Referral Bonus Request form.

If you have a corporate email address, you can access the form on the Drive. If you do not have a corporate email address, please contact your MP or email [hr@jasonsdeli.com](mailto:hr@jasonsdeli.com).

If a manager or corporate employee is hired, you will be eligible to receive your cash reward 30 days after the new hire's continuous employment. Employees who refer a qualifying candidate who is hired into an eligible position will receive a \$1,000 referral bonus. You must be actively employed when the referral fee is paid.

## **Truck Drivers**

If the person is hired for a CDL Truck Driver position, you will receive \$500 after thirty days of continuous employment. You must be actively employed when the referral fee is paid.

## **Hourly Warehouse Employee**

If the person is hired for an hourly warehouse position, you will receive \$150 after thirty days of continuous employment. You must be actively employed when the referral fee is paid.

## **\*Re-Hire Referrals (All Positions) \***

- Re-hire referral bonuses may be issued for re-hired positions and are up to the discretion of the Vice President of Talent Acquisition.

## **Driving for Jason's Deli-Deli Locations**

### **Vehicle Safety Policy**

Jason's Deli expects that all vehicles operated in the course of the Company's business will be operated in the safest manner possible. To ensure the safety of its drivers, occupants, and other road users, Jason's Deli has established the following guidelines.

#### **Responsibility of the Employee**

All employees driving for Jason's Deli are responsible for the safe use of the vehicle. Employees must operate vehicles in a safe, courteous manner to prevent property damage and injury to themselves and others. All drivers must be conscious of road safety **and** demonstrate safe driving and other good road safety habits.

#### **Jason's Deli expects all Drivers for the company to:**

1. Ensure they hold a current driver's license for the vehicle class they are driving.
2. Immediately notify their supervisor or manager if their driver's license has been suspended, canceled, or has had limitations placed upon it.
3. Be responsible and accountable for their actions when operating a Company vehicle or driving for the purpose of work.
4. Display the highest level of professional conduct when driving for the Company.
5. Maintain third-party liability insurance coverage that meets the minimum state requirements of their primary residence. Drivers should check with their individual insurance carrier to determine if they have the appropriate coverage to apply to their activities as well as their personal needs.
6. Obey all traffic laws when driving.
7. Drive within the legal speed limits.
8. Always wear a safety belt.
9. Never drive under the influence of alcohol or drugs, including prescription and over-the-counter medications, if they cause drowsiness.
10. Report any traffic citations to their supervisor or manager within 48 hours of the time they are obtained. Traffic citations are the responsibility of the Driver.
11. Never text or email while operating a vehicle for the Company.
12. Avoid distractions when driving, including adjusting the car stereo or mirrors.
13. Never use radar detectors while operating a vehicle for the Company.
14. Always wear glasses or contacts if those items are required when obtaining the driver's license.
15. Ensure there are no vehicle defects that make the vehicle unsafe to operate.

#### **Employee Driving Record**

Jason's Deli needs to have knowledge of the personal driving record of each employee whose job duties include driving for the Company. A Motor Vehicle Report (MVR) will be completed during the hiring process to ensure that employees have a valid driver's license. In addition, proof of vehicle insurance must be provided, and a copy of the card will be included in the driver's employee file. Driving records for each employee are then checked semi-annually.

The following violations may deny an employee from being approved to drive for the Company or may cause his or her driving eligibility to be revoked:

- More than two moving violations in 36 months;
- Driving under the influence, citation and/or charge;
- Driving while impaired citation and/or charge;
- Driving in possession of alcohol or drugs;
- Refusing to submit to a blood, urine, or breath test;

- Driving with a revoked or suspended license;
- Vehicular felony (hit and run, vehicular manslaughter);
- Reckless driving;
- Careless driving;
- An at fault accident;
- Violation of the open container law (including passenger or driver);
- Speeding violations 20 mph or above.

## **Reporting Accidents**

All accidents must be immediately documented and reported to the driver's supervisor or manager. All drivers must adhere to the following procedures:

- Following any accident that occurs while driving for the company, drivers are required to call 9-1-1 if a personal injury is involved. If there is no personal injury, then drivers must either call 9-1-1 or report the accident to local law enforcement.
- Drivers must notify their supervisor or manager of the accident. Failure to report an accident may be subject to discipline, including up to termination.
- Drivers must get the name(s) and address(es) of the other vehicle owner(s) and driver(s); name(s) and address(es) of any witness(es); and name(s) of the insurer(s).
- Drivers should carefully examine the other vehicle for damage.
- Drivers should be cooperative and courteous. Drivers should give their license willingly.
- Drivers should never admit fault. Oftentimes, there may be facts that are unknown to the driver, which may determine liability. Law enforcement will usually take all facts into consideration and develop a working theory as to what occurred will make that determination.
- Drivers may never leave the scene of an accident. Leaving the scene of an accident is a criminal offense and grounds for immediate termination.
- Drivers must notify any applicable insurance carrier of the accident.

Jason's Deli may reimburse a driver \$500 in an accident if the other driver is at fault but does not have insurance. Any amount after that is to be paid by the driver or their insurance. A reimbursement will be issued only after receipt (not estimate) of the repairs is submitted.

## **Parking**

Being a discourteous driver is not only unsafe but may lead to adverse public opinion of Jason's Deli. This principle holds true when parking your vehicle. Drivers must abide by all posted parking signs at the deli and at delivery locations.

Parking violations may be grounds for discipline, up to and including termination:

- Parking in roadway
- Parking in handicap spaces
- Parking in reserved spaces
- Parking at restricted curbs

## **Driver Security Precautions**

To safeguard the property and well-being of our drivers, Jason's Deli requires all Drivers to adhere to the following guidelines:

- Drivers should know their delivery route before leaving the deli location.
- If necessary, drivers should write down the directions and carry it with them during the delivery. Drivers should take the safest route and use well-traveled roads.
- When making a delivery, Drivers should not stop at a store or gas station.

- Drivers should never leave their deli location with more than the maximum allowed amount of money, including personal cash.
- Drivers should never pick up hitchhikers or carry passengers.
- Drivers should always keep their vehicle doors locked and windows closed.
- Drivers should always be aware of their surroundings and be alert to suspicious persons loitering around the delivery address.
- If a robber approaches a driver, the driver should not jeopardize his or her safety by resisting the robber's demands. The Driver should not argue with the person. They should not try to capture or start a fight with the robber. No amount of money is more important than your well-being. If you are involved in a robbery, immediately report the crime to the law enforcement and your supervisor or manager.