



**Rhythm & Blues Enterprises, LLC
and
Rhythm & Blues Entertainment, LLC
Policy Manual**

Company Polices & Procedures

Policy Manual

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Welcome to **Rhythm & Blues Enterprises, LLC and Rhythm & Blues Entertainment, LLC**. We're sure you've made a GREAT decision to join our very unique team!

Throughout this Manual our two Company Names above; Rhythm & Blues Enterprises as the owner of each of the restaurants and Rhythm & Blues "Entertainment", our Management Company, will both be referred to as "Rhythm & Blues". Whether you are an hourly employee working for on of our Rhythm & Blues Burrito Company restaurants or Rhythm & Blues Entertainment, all of the information contained in this manual pertains to you!

We believe that each employee contributes directly to **Rhythm & Blues** fun, uninhibited, somewhat crazy atmosphere and unique culture.

This policy manual was developed to describe some of the expectations of our employees and to outline the policies, programs, and benefits available to eligible employees. Employees should familiarize themselves with the contents of the policy manual as soon as possible, for it will answer many questions about employment with **Rhythm & Blues**.

We hope that your experience here will be challenging, enjoyable, rewarding and FUN!

Welcome to the Team!

Rick Brown
Brenda Brown

INTRODUCTION

The Purposes of this Handbook are:

- (1) To provide useful and accurate explanatory summary information to our employees concerning our Company and its policies.
- (2) To document Company establishment and communication of certain policies required by law
- (3) To assist operating locations in their ability to apply Company policies consistently and in accordance with current facts and conditions.

This handbook is not an expressed or implied employment contract, nor does it create any legally enforceable obligations on the part of the **Rhythm & Blues Enterprises, LLC and Rhythm & Blues Entertainment, LLC**, its various operating units, or its employees. **Rhythm & Blues Enterprises, LLC and Rhythm & Blues Entertainment, LLC**, owns and also Franchises **Rhythm & Blues** restaurants, and for the convenience will be referred in this handbook as "**Rhythm & Blues**." All employment with **Rhythm & Blues** is "at will," which means that an employee or the Company may terminate the employment relationship at any time with or without reason.

Rhythm & Blues will make a good-faith effort to follow the expressed policies in this handbook, but there may be circumstances and conditions in which the policies in this may not apply, or may not be followed because of various extenuating or exceptional circumstances. Employees may not rely on any information in this handbook as providing any guarantee of continued employment, conditions of employment, benefits eligibility or any other performance on the part of **Rhythm & Blues** other than **Rhythm & Blues** legal obligations. **Rhythm & Blues** may and will change policies and procedures from time to time. We will attempt to communicate these changes to all employees affected, but will not condition implementation of a policy on notification to employee.

In this handbook, we use the terms "**Rhythm & Blues**," "the Company," and "we" to refer to the employer, **Rhythm & Blues Enterprises, LLC and Rhythm & Blues Entertainment, LLC** and its various operations. We use "you" to refer to the employees of the Company. Uses of gender references, "he" and "she" are considered interchangeable.

EMPLOYMENT CLASSIFICATION

It is the intent of **Rhythm & Blues** to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility.

Each employee is designated as either *NONEXEMPT* or *EXEMPT* from federal and state wage and hour laws. *NONEXEMPT* employees are entitled to overtime pay under the specific provisions of federal and state laws. *EXEMPT* employees are excluded from specific provisions of federal and state wage and hour laws. An employee's *EXEMPT* or *NONEXEMPT* classification may be changed only upon written notification by **Rhythm & Blues** management.

Each employee will also be categorized as either *SALARIED* or *HOURLY PERSONNEL*.

SALARIED PERSONNEL is employees who are not in a temporary or introductory status and who are regularly scheduled to work **Rhythm & Blues**' full-time schedule. They are eligible for **Rhythm & Blues**' benefit package, subject to the terms, conditions, and limitations of each benefit program.

HOURLY PERSONNEL is employees who are in a temporary or introductory status and who are regularly scheduled to work less than 40 hours per week. While they do receive all legally mandated benefits (such as Social Security and workers' compensation insurance), they are not eligible for the full Rhythm & Blues benefit package. However a different medical plan is available.

AGE REQUIREMENTS

Rhythm & Blues requires that all employees are of the minimum age of 16 years.

Employees under the age of 18 years are considered minors. For the definition and restrictions please refer to the Labor Law Poster that is in each restaurant.

WORK SCHEDULE

Work schedules for employees vary throughout our organization.

For Part Time Employees:

Managers will advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

Days off or scheduled requests must be submitted in writing one-week prior to the schedule being posted. Once the schedule is posted, it is the employee's responsibility to have their shifts covered by another employee for a schedule change. All changes must be approved by a manager.

Restaurant Managers:

General Managers will be responsible for making the management schedule. Managers will typically work five days a week. Operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week. Request for days off must be submitted to your supervisor 30 days prior.

Support Staff:

Standard support center hours are from 8:30-5:30, Monday through Friday. At times, hours will vary in different departments and some nights and weekends may be needed. Requests for days off must be submitted to your supervisor 30 days prior.

TIMEKEEPING

Accurately recording time worked is the responsibility of every nonexempt employee. Federal and state laws require **Rhythm & Blues** to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Nonexempt employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period that is 30 minutes or longer. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always be approved before it is performed.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

It is the employees' responsibility to certify the accuracy of all time recorded by reviewing their Aloha time print out. The manager will review the time record before submitting it for payroll processing. In addition, you should immediately inform your manager if your print out is not accurate. If corrections or modifications are made to the time record, both the employee and the manager must verify the accuracy of the changes.

ATTENDANCE AND PUNCTUALITY

To maintain a safe and productive work environment, **Rhythm & Blues** expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on **Rhythm & Blues**. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their manager as soon as possible in advance of the anticipated tardiness or absence.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment. To ensure quality guest service at the highest level If an hourly employee does not show up to his/her scheduled shift and does not call five hours prior the shift they will be automatically terminated.

PERSONAL APPEARANCE

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image **Rhythm & Blues** presents to guests and visitors.

During business hours, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions.

Rhythm & Blues employee uniform standards are as follows:

- i BOH- Clean Tijuana Flats shirt tucked into clean and presentable **fitted** jean or khaki shorts or pants with no frays or tears. A clean Rhythm & Blues hat (facing forward,) and closed-toed shoes with socks. A belt must be worn.
- i FOH- Clean Rhythm & Blues shirt with clean and presentable jean or khaki shorts or pants with no frays or tears. Closed toe shoes with socks, and hair pulled back if longer than shoulder length.

Slip Resistant Shoes: Rhythm & Blues requires that all employees, both FOH and BOH wear slip resistant shoes that fully cover your foot while at work. (Examples: sandals, ballet flats, Croc style/rubber clog style shoes with holes in the top are **not acceptable**.) The appropriate shoes can be purchased locally at Wal-Mart or Kohl's Department stores. Tijuana Flats also offers Shoes for Crews which can be paid for through payroll deductions. Each store has a poster with details and order forms.

When an employee is off duty and out of uniform he or she should act as and be treated as a guest of Rhythm & Blues. He or she is not permitted to enter through the kitchen door, go into the kitchen or go behind the cashier stations.

Consult your Manager if you have questions as to what constitutes appropriate attire.

PROBLEM RESOLUTION

Rhythm & Blues is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from **Rhythm & Blues** managers and management.

Rhythm & Blues strives to ensure fair and honest treatment of all employees. Managers and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism.

If employees disagree with established rules of conduct, policies, or practices, he or she can express their concern through the problem resolution procedure. No employee will be penalized, formally or informally, for voicing a complaint with **Rhythm & Blues** in a reasonable, business-like manner, or for using the problem resolution procedure.

If a situation occurs when employees believe that a policy or a decision affecting them is unjust or inequitable, they are encouraged to make use of the following steps. The employee may discontinue the procedure at any step.

- 1. Employee presents problem to immediate manager after incident occurs. If manager is unavailable or employee believes it would be inappropriate to contact that person, employee may present problem to any other member of management and/or Human Resources.*
- 2. Manager responds to problem during discussion or after consulting with appropriate management, when necessary. Manager documents discussion.*
- 3. Employee presents problem to Supervisor if problem is unresolved.*
- 4. The employee is asked to put problem in writing. A visit with employee's manager(s), if necessary, may take place, and employee will be directed to Human Resources for review of problem.*
- 5. Employee presents problem to Human Resources in writing.*
- 6. HR reviews and considers problem. HR informs employee of decision and forwards copy of written response for employee's file. HR has full authority to make any adjustment deemed appropriate to resolve the problem.*

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussions of mutual problems can employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment.

PROGRESSIVE DISCIPLINE

The purpose of this policy is to state **Rhythm & Blues** position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

Rhythm & Blues own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Disciplinary action may call for any of four steps -- verbal warning, written warning, suspension with or without pay, or termination of employment -- depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed.

Progressive discipline means, with respect to most disciplinary problems, these steps will normally be followed: a first offense may call for a verbal warning; a next offense may be followed by a written warning; another offense may lead to a suspension; and, still another offense may then lead to termination of employment.

Rhythm & Blues recognizes that there are certain types of employee problems that are serious enough to justify either a suspension, or, in extreme situations, termination of employment, without going through the usual progressive discipline steps.

While it is impossible to list every type of behavior that may be deemed a serious offense, the *Employee Conduct and Work Rules* policy (pg. 36 & 37) includes examples of problems that may result in immediate suspension or termination of employment. However, the problems listed are not all necessarily serious offenses, but may be examples of unsatisfactory conduct that will trigger progressive discipline.

By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and **Rhythm & Blues**.

EMPLOYMENT TERMINATION

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

- ❖ **Resignation** - voluntary employment termination initiated by an employee.
- ❖ **Discharge** - involuntary employment termination initiated by the organization.
- ❖ **Layoff** - involuntary employment termination initiated by the organization for non-disciplinary reasons.
- ❖ **Retirement** - voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

Rhythm & Blues will generally schedule exit interviews at the time of voluntary employment termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of outstanding debts to **Rhythm & Blues**, or return of **Rhythm & Blues** owned property. Suggestions, complaints, and questions can also be voiced.

Since employment with **Rhythm & Blues** is based on an at-will basis, both the employee and **Rhythm & Blues** have the right to terminate employment at will, with or without cause, at any time.

RESIGNATION

Resignation is a voluntary act initiated by the employee to terminate employment with **Rhythm & Blues**. Although advance notice is not required, **Rhythm & Blues** requests at least 1 week's written notice of resignation from nonexempt employees and 2 weeks' notice from exempt employees.

NON-DISCLOSURE

The protection of confidential business information and trade secrets is vital to the interests and the success of **Rhythm & Blues**. Such confidential information includes, but is not limited to, the following examples:

- **Compensation data**
- **Marketing strategies**
- **New product research**
- **Research and development strategies**

Employees who are exposed to confidential information may be required to sign a non-disclosure agreement as a condition of employment. Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment and legal action, even if they do not actually benefit from the disclosed information.

EMPLOYMENT REFERENCE CHECK

To ensure that individuals who join **Rhythm & Blues** are well qualified and have a strong potential to be productive and successful, it is the policy of **Rhythm & Blues**, to check the employment references of applicants.

The Company will respond in writing only to those reference check inquiries that are submitted in writing. Responses to such inquiries will confirm only dates of employment, wage rates, and position(s) held. No employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry.

ACCESS TO PERSONNEL FILES

Rhythm & Blues maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of **Rhythm & Blues**, and access to the information they contain is restricted. Generally, only executives and management personnel of **Rhythm & Blues** who have a legitimate reason to review information in a file are allowed to do so.

Employees who wish to review their own file should contact their General Manager. With reasonable advance notice, employees may review their own personnel files in **Rhythm & Blues** offices and in the presence of an individual appointed by **Rhythm & Blues** to maintain the files.

PERSONNEL DATA CHANGES

It is the responsibility of each employee to promptly notify **Rhythm & Blues** of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of emergency, educational accomplishments, and other such status reports should be accurate and current at all times. If any personnel data has changed, notify your manager.

CONFLICTS OF INTEREST

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which **Rhythm & Blues** wishes the business to operate. The purpose of these guidelines is to provide general direction so those employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact Human Resources for more information or questions about conflicts of interest.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of **Rhythm & Blues** business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to an officer of **Rhythm & Blues** as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which **Rhythm & Blues** does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving **Rhythm & Blues**.

BUSINESS ETHICS AND CONFLICTS

The successful business operation and reputation of **Rhythm & Blues** is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of **Rhythm & Blues** is dependent upon our guests' trust and we are dedicated to preserving that trust. Employees owe a duty to **Rhythm & Blues**, its guests, and shareholders to act in a way that will merit the continued trust and confidence of the public.

Rhythm & Blues will comply with all applicable laws and regulations and expects its directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises, where it is difficult to determine the proper course of action, the matter should be discussed openly with your manager and, if necessary, with a member of the Human Resources Department for advice and consultation. If an employee does not feel comfortable discussing the matter with their manager, they are encouraged to contact the Human Resources Department.

Compliance with this policy of business ethics and conduct is the responsibility of every **Rhythm & Blues** employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

USE OF EQUIPMENT AND VEHICLES

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Please notify the manager if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The manager can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment.

USE OF PHONES, COMPUTERS, AND MAIL SYSTEMS

The manager must approve personal use of telephones for outgoing calls (except in the case of an emergency), including local calls.

Cell phones are not to be turned on during scheduled shifts. I Pod's, MP3 players, PDA's, or any electronic devices are expected to be turned off during work shifts as well.

The mail system is reserved for business purposes only. Employees should refrain from sending or receiving personal mail at the workplace.

To ensure effective telephone communications, employees should always use the approved greeting and speak in a courteous and professional manner. Please confirm information received from the caller and hang up only after the caller has done so.

Use of computer systems are strictly reserved for Rhythm & Blues related purposes. Employees are only permitted to use the computer systems as a register. Managers are permitted to use the computer systems for operational purposes, only such as online ordering, new hire setup, inventory, company emails, etc.

The improper use of computer systems (visiting unauthorized websites, unauthorized personnel checking email, unauthorized access of personnel information, etc.) or use of any of the electronic devices during a scheduled shift can result in disciplinary action, up to and including termination of employment.

ELECTRONIC COMMUNICATION

Electronic Communications, including electronic mail, mailboxes, voicemail, systems, and the contents created or stored on any computer-related equipment, are the sole property of **Rhythm & Blues**. Computer equipment should not be altered, dismantled or reconfigured without the consent of the Executive level. Employee use of e-mail, voicemail, and electronic communications systems indicate your consent to the monitoring of these systems for legitimate business reasons. Legitimate business reasons include systems' checks, review of employee productivity, review of inappropriate or excessive personal use, investigations into possible claims of wrongdoing, etc. **Rhythm & Blues** for business purposes may review e-mail or voicemail messages, even those marked personal or accessed through personal identification or password. **Rhythm & Blues** reserves the right to access all messages in its communications systems within its sole discretion. No computer related equipment should be removed from **Rhythm & Blues** premises for personal use. **Rhythm & Blues** reserves the right to monitor the usage of such electronic equipment and will provide or deny access to certain uses, files, and databases as are deemed appropriate.

Internet usage should be limited to seeking job-related information only. Any other use of the Internet access during work hours is prohibited. Use of Internet access for personal reasons, such as stock quotes, investing, sports, shopping, social networking site (i.e. Myspace.com, Facebook.com) etc., during breaks or after working hours is not permitted. The use of e-mail, voicemail, electronic bulletin board or any other communications systems to set up or run a personal business, transmit offensive or derogatory material, or download such material from the Internet, is strictly prohibited.

When formulating e-mail messages, we urge you to use restraint. Employees should exercise the same caution in drafting and transmitting e-mail/voicemail messages as they would when writing a formal memorandum. Always assume that your messages will be saved and reviewed by someone other than the original addressee. When using the communications systems, employees are specifically prohibited from indicating their association with the Company or that they are speaking on behalf of the Company unless they have received express written permission to do so in advance.

Other electronic devices, including cellular phones, pagers, laptops, etc., may be necessary in the scope of certain positions. Any employee, who is issued an electronic device, accepts it with the understanding that it is solely the property of the **Rhythm & Blues**. The employee agrees to surrender these devices at **Rhythm & Blues** request and/or upon termination of employment. Use of these electronic devices for personal reasons is prohibited and employees may be held responsible for payment of costs incurred during personal use.

This policy will be strictly enforced. Failure to comply with the provisions of this policy may result in discipline up to and including termination.

SMOKING

There is no smoking while on scheduled shift. Smoking is permitted while on break but not in any part of the restaurant or in front of the restaurant or any guest. Hands must be thoroughly washed after smoking.

Breaks must be kept to a minimum and are not to be scheduled during a rush; breaks should be taken before 10:30am or after 2pm, and before 5pm and after 8pm. No breaks should be taken after dark.

Back doors should be locked at all times. Only open for deliveries, approved repairs, and trash removal.

REST AND MEAL PERIODS

Employees breaks are based on the number of hours worked and are scheduled at the discretion of the manager and must be a minimum of 30 minutes. Employees must not be absent from their workstations beyond the allotted rest period time.

Managers will schedule meal periods to accommodate operating requirements. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time.

Employees may eat in the dining area when on break; however there will be no eating in the kitchen, behind the counter, or in the storage area.

EMERGENCY CLOSING

At times, emergencies such as severe weather, fires, power failures, etc., can disrupt company operations. In extreme cases, these circumstances may require the closing of a work facility.

When operations are officially closed due to emergency conditions, the time off from scheduled work will be unpaid. However, with manager's approval, employees may use available paid leave time, such as unused vacation benefits.

(For specific details on the proper steps to take during an Emergency Closing please refer to the Crisis Management Tip Card that each manager carries.)

RETURN OF PROPERTY

Employees are responsible for items issued to them by **Rhythm & Blues** or in their possession or control, such as the following:

- ❖ Credit cards
- ❖ Equipment
- ❖ Keys
- ❖ Manuals
- ❖ Tools
- ❖ Uniforms
- ❖ Written materials
- ❖ Electronics (cell phones, laptops, cameras, etc.)

Employees must return all **Rhythm & Blues** property on or before their last day of work. **Rhythm & Blues** may take all action deemed appropriate to recover or protect its property.

SUGGESTION POLICY

As employees of **Rhythm & Blues**, you have the opportunity to contribute to our future success and growth by submitting suggestions for practical work-improvement or cost-savings ideas.

A suggestion is an idea that will benefit **Rhythm & Blues** by solving a problem, reducing costs, improving operations or procedures, enhancing guest service, eliminating waste or spoilage, or making **Rhythm & Blues** a better or safer place to work.

All suggestions should contain a description of the problem or condition to be improved, a detailed explanation of the solution or improvement, and the reasons why it should be implemented. If you have questions or need advice about your idea, contact your manager for help.

Submit suggestions to any member of management.

GENERAL COMPANY POLICIES

The Company develops written policies (ex: sexual harassment policy: page 22 of this manual, alcohol policy: page 47 of this manual, etc.), which are gone over with each employee at the new hire orientation, and also distributes copies to employees to assure that everyone understands the information and how the policies affect the employees. Policies may be changed by the Company or by legal requirements from time to time. It is the Company's intent to comply with all applicable laws and regulations; therefore if there is any conflict in current printed policy and the requirements of the law, the law will be followed in all instances.

EQUAL EMPLOYMENT OPPORTUNITY

Rhythm & Blues provides equal employment opportunities for all applicants and employees. We do not unlawfully discriminate on the basis of race, color, creed, ancestry, medical condition, religion, sex, national origin, age, disability, veteran status, marital status, sexual preference, or any other basis prohibited by federal or state law or local ordinance applicable to our work locations. We also make reasonable accommodations for disabled employees if we are aware of the need for accommodation and if the requested accommodation does not cause undue hardship as interpreted from the ADA.

This policy applies to all areas of employment, including recruitment, hiring, training, promotion, compensation, benefits, transfer, and social and recreational programs. Finally, we prohibit the harassment of any individual, as defined in the policy.

Every manager and employee has the responsibility to conscientiously follow this policy.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor, the restaurant manager, or the owners. Employees can raise concerns and make reports with out fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including dismissal from employment.

HARASSMENT

Prohibition Against Harassment

Rhythm & Blues is committed to providing a workplace free of harassment, which includes harassment based on race, color, religion, sex, pregnancy, national origin, citizenship, age, family obligations, disability, marital and veteran's status, sexual orientation and any other basis of discrimination covered by applicable federal, state, and local law. The Company strongly disapproves of and will not tolerate harassment of employees by managers, supervisors, or co-workers. Similarly, **Rhythm & Blues** will not tolerate harassment of its employees by non-employees with whom **Rhythm & Blues** employees have a business, service, or professional relationship. The Company's policy is that any form of harassment is completely unacceptable and will not be tolerated. Any employee who harasses another employee will be subject to disciplinary action up to and including termination of employment. It is the obligation of all managers, supervisors, and employees of **Rhythm & Blues** to provide a work environment free of harassment. As part of this obligation, all employees are encouraged to report incidents of harassment, utilizing the complaint procedure below. Any employee who makes a complaint of harassment or provides information to such a complaint of incident of harassment will be protected against retaliation.

Definition of Harassment

Harassment for purpose of this policy is verbal or physical conduct that shows hostility toward an individual because of his or her race, color, religion, sex, including same sex, pregnancy, national origin, citizenship, age, family obligations, disability, marital and veteran's status and any other basis of discrimination covered by applicable federal, state or local law, and that creates an intimidating, hostile, or offensive working environment. Harassment may include, but is not limited to, abusive language, slurs, jokes, or other verbal or physical conduct relating to an individual's race, color, religion, sex, including same sex, pregnancy, national origin, citizenship, age, family obligations, disability, marital or veteran's status, sexual orientation and any other basis of discrimination covered by applicable federal, state, and local laws. Examples of sexual harassment include, but are not limited to unwanted sexual advances or touching, graphic sexual depictions, displays in the workplace or while on **Rhythm & Blues** business of sexually suggestive objects or pictures, and/or humiliating or offensive comments, jokes, or innuendoes. Sexual harassment may also consist of unwelcome sexual advances, request for sexual favors or other verbal or physical conduct of a sexual nature that creates an offensive or hostile working environment. It refers to behavior that is not welcome, which is personally offensive, and which, therefore, interferes with our work effectiveness.

Scope of Non-Harassment Policy

This policy is intended to cover all **Rhythm & Blues** employees and other individuals with whom employees have business, service, or professional contact with through their employment with **Rhythm & Blues**. Company managers and supervisors are also covered by this policy, and are prohibited from engaging in any form of harassing conduct as defined in this policy. Further, no manager or supervisor has the authority to suggest to any other employee that any employee's employment, continued employment, future advancement, or other term or condition of employment will be affected in any way by any employee's acceptance of a hostile or offensive work environment as described in this policy, or by any employee's entering into (or refusing to enter into) any form of personal relationship with the supervisor or member of management. Such conduct on the part of any member of management is a direct violation of this policy

Complaint Procedure

We have an established complaint procedure, as described elsewhere in this handbook, which we encourage you to use whenever needed. In regard to harassment, any employee who believes that she/he is being harassed by a co-worker, supervisor, manager or other individual at the workplace (whether employed by **Rhythm & Blues** or not), or believes that his or her employment is being adversely affected by such conduct, should immediately report such concerns to the restaurant General Manager. If you feel uncomfortable discussing the issue with the restaurant General Manager, you should promptly call the **Rhythm & Blues** Corporate Human Resources line at 407-677-1569

All Complaints of harassment should be made immediately. The employee will be asked to put their complaint in writing and signed by the reporting employee. The reporting employee shall have a copy of the complaint signed by the person to whom to complaint is made (either the restaurant manager or the HR Director).

After a complaint of harassment is received, a prompt and impartial investigation will be conducted and prompt, appropriate disciplinary action calculated to end the problem and prevent its recurrence will be taken in the event the complaint is found to have merit. All complaints of harassment will be handled in a discreet manner and information will be limited to those personnel with a need to know. Supervisors and Managers who receive complaints or who observe harassing conduct are required to inform the owners, no matter how insignificant it may seem to the Supervisor or Manager. **Rhythm & Blues** emphasizes that an employee is not required to complain first to his or her supervisor. If it is determined that harassment has occurred, **Rhythm & Blues** will take prompt and appropriate corrective action.

Prohibition Against Retaliation

Rhythm & Blues also emphasizes that it will not tolerate retaliation against any employee for cooperating in an investigation or for making a complaint of harassment. If you believe you have been retaliated against for reporting harassment, or for making a complaint of harassment, or for participating in an investigation related to harassment, you should immediately report the alleged retaliatory action to the person responsible for HR at 407-677-1569.

SEXUAL HARASSMENT IN THE WORKPLACE

Sexual Harassment:

What does sexual harassment mean to you?

If you don't consider it a serious, present-day dilemma, which can result in legal repercussions and the deterioration of your work force, reconsider your definition. As a manager or supervisor who works in a casual and sometimes informal atmosphere, you may run an increased risk of having sexual harassment complaints filed against you.

Sexual harassment is not a subject to be taken lightly. The practice of sexual harassment is, in fact, violating Title VII of the 1964 Civil Rights Act. The Equal Employment Opportunity Commission (EEOC) is charged with enforcing the act, which prohibits employment discrimination on the basis of race, color, creed, sex, national origin, or age.

The Human Resource Department of **Rhythm & Blues** has put together this booklet of information to assist you and to outline your responsibilities and obligations as a manager in addressing this serious issue.

Defining the Problem:

Ask ten different people for their definition of sexual harassment and you'll probably get ten different responses. The EEOC believes sexual harassment consists of unwelcome sexual advances; requests for sexual favors or other verbal or physical conduct where;

1. Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment,
2. Employment decisions are based on an individual's acceptance or rejection of such conduct, or;
3. The conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment. These guidelines apply to the harassment of men or women, or to situations involving members of the same sex.

Whether it's one employee harassing another, or a non-employee harassing employees in the workplace, the commission says, "an employer is responsible for the acts of it's agents, regardless of whether the acts are forbidden by the employer and whether the employer knew, or should have known, of their occurrence, unless the employer takes immediate and appropriate actions."

As could be expected when defining a sensitive topic, the EEOC's definition has received some criticism. Some people feel that virtually any word could be interpreted as intimidating or hostile, depending on individual temperament. And still, others feel the guidelines don't cover enough.

Whether you think the guidelines are too strict or not, there are strong reasons for complying with the EEOC's guidelines. Besides being vulnerable to a lawsuit, the employer also loses the trust of the employees, which sets the stage for a chain reaction to other serious consequences.

Sexual harassment is damaging to the workplace. When harassing behaviors are present in the work environment, a breakdown in communications may occur and this will in turn affect morale, turnover and absenteeism.

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It affects the individual harassed and the person(s) accused, who may be innocent. It can go even further. Claims of harassment can generate costly lawsuits, unfavorable publicity and the invasion of privacy.

Sexual harassment inevitably impacts the **bottom line** of a company. It may affect our image in the community, profitability, and wages. But most importantly, it affects our people. Permitted to go unchecked, harassment can eventually affect the entire life of an organization.

What Constitutes Harassment?

Defining what type of action, gesture or vocabulary constitutes harassment is a difficult task. What one person perceives to be harassment, another person may perceive as a compliment. As a result of the diversity of our work force and the differences in our upbringing, values and backgrounds, employers and employees alike may have difficulty recognizing their behavior as sexual harassment.

However, the law does not accept ignorance as an excuse or an apology when being charged with sexual harassment. As managers, we must set the tone in our communication; establish an attitude and an environment that is free of harassment. In order to accomplish this objective you must first examine your behavior and the actions of your employees. The first step toward preventing and or eliminating harassment is AWARENESS.

What are the characteristics of harassment? How will I know it when I see it? Are there basic guidelines I can use to gauge the difference between acceptable and unacceptable behavior?

Sexual harassment may take the form of a risqué joke or a more aggressive form, such as repeated inappropriate touching. Whether intentional or not, all sexual harassment is aggression against another person that is unwanted.

Examples of harassment include but are not limited to the following:

- i Off-color remarks, jokes, or language
- i Unwanted physical touching of any kind,
- i Staring,
- i Excessive flirting,
- i Requests/demands for sexual favors,
- i Suggestive photographs, pin-ups or cartoons,
- i Standing too close,
- i Threats, passes, or propositions that are repeated or unwanted

Rhythm & Blues is committed to providing a safe, secure and positive working environment for all of its employees. ALL members of management are responsible for ensuring that no harassment occurs.

Resolution Procedure:

Sexual harassment is not a “closeted” problem. Employees are filing, and will continue to file, charges of sexual harassment. In any resolution procedure, especially in a sexual harassment case, individuals involved have a right to freely express their grievances.

The philosophy of Rhythm & Blues supports this ideal. As managers, you have a special responsibility to ensure that each employee’s concerns and grievances are confidentially addressed and that each receives all rights and benefits of employment as outlined in our company policies.

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Another point to consider- under the EEOC guidelines, the employer is held responsible for the acts of their employees, even if the employer prohibited those acts. Consequently, each claim filed against one of our employees is serious and should be taken as such and addressed with concern and a sense of urgency.

Investigating a Complaint:

When investigating a sexual harassment complaint, react with sensitivity and understanding. Remember, the employee is requesting assistance in what he or she feels is an uncomfortable situation. Our job is to provide some type of resolution regardless of the severity of the case.

When investigating a complaint, as the investigator, you should first:

Contact Human Resources. The Human Resource representative will provide assistance and support in the investigation. Then:

- i Make certain you fully understand the complaint.
- i Interview the complainant and get all facts before doing any other investigations.
- i Interview all possible witnesses, co-workers, supervisors, and customers.
- i Interview the accused.
- i Gather all relevant documentation.
- i Make a report on the investigation.
- i If appropriate, make a recommendation for action.

Strict confidentiality should be maintained throughout the investigation.

As a leader of **Rhythm & Blues**, you set the tone and people take their cue from you. Together we are responsible to instill and uphold the values of our company in everything we do. Harassment of any type is intolerable and is against what we stand for. Our employees are a valuable resource and we are committed to providing them a positive environment in which to work, and that is *free from harassment*.

EEO-1 REPORTING

Rhythm & Blues Enterprises, LLC and Rhythm & Blues Entertainment, LLC is subject to certain governmental recordkeeping and reporting requirements for the administration of civil rights and regulations. In order to comply with these laws, we invite employees to voluntarily self-identify their gender and ethnicity by completing the Employee Profile information.

Due to the mandatory filing of the EEO- 1 report, the following information is necessary for our employee record keeping requirements, this information will be used solely for EEO-1 reporting and will not in any way be used to discriminate against employees:

1. SEX
2. ETHNIC ID

This information is **ONLY** to be obtained **AFTER** the employee begins employment with **Rhythm & Blues**.

The simplest way to inform payroll of the employee's sex is by stating Mr., Ms., or Mrs. before their name. The ethnic ID can be reported by circling one of the following on the Employee Profile Form. Descriptions of the ethnic ID's are as follows:

- 1- White
- 2- Black or African American
- 3- Hispanic or Latino
- 4- Native American or Pacific Islander
- 5- Asian
- 6- American Indian or Alaskan Native
- 7- Two or more races

Please be sure this and all other pertinent information is complete at the time it is submitted to the office. Incomplete information will cause unnecessary telephone calls, mailings, or delays in processing payrolls. It will also cause fictitious labor hours and labor dollar amounts for the weekly payroll reporting.

Submission of this information is voluntary and refusal to provide it will not subject you to any adverse treatment. The information will be kept confidential and will only be used in accordance with the provisions of applicable laws, executive orders, and regulations, including those that require the information to be summarized and reported to the federal government for civil rights enforcement. When reported, data will not identify any specific individual. The Employee Profile information will be kept **Confidential**.

“EMPLOYMENT AT WILL”

Rhythm & Blues does not have a formal “probationary” or “try out” period. However, all employment with **Rhythm & Blues** is “at will,” which means that in the absence of a contract to the contrary, either you or the Company can end your employment at any time, with or without cause or reason. Some of the benefits for which full-time salaried employees will become eligible require a “benefit eligibility period.” Completion of the benefits eligibility period does not provide any guarantee of continued employment nor does it change the “employment at will” relationship.

Early in your employment with the Company, usually within approximately 90 days, your supervisor will discuss your progress and performance with you, and provide suggestions on any changes that might be required in how you are performing.

DISABILITY ACCOMMODATION

Rhythm & Blues is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

Hiring procedures have been reviewed and provide persons with disabilities meaningful employment opportunities. Pre-employment inquiries are made only regarding an applicant’s ability to perform the duties of the position.

Reasonable accommodation is available to all disabled job applicants or employees unless doing so would create an undue hardship for **Rhythm & Blues**. All employment decisions are based on the merits of the situation.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as in job assignments, classifications, organizational structures, position descriptions, and lines of progression. Leave of all types will be available to all employees on an equal basis.

Rhythm & Blues is also committed to not discriminating against any qualified employees or applicants because they are related to or associated with a person with a disability. **Rhythm & Blues** will follow any state or local law that provides individuals with disabilities greater protection than the ADA.

This policy is neither exhaustive nor exclusive. **Rhythm & Blues** is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws

IMMIGRATION LAW COMPLIANCE

Rhythm & Blues is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also completely fill out a new I-9 Form.

Employees with questions or seeking more information on immigration law issues are encouraged to contact supervision. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

VIOLENCE IN THE WORKPLACE

Rhythm & Blues will not tolerate violence, including acts or threats of physical violence, intimidation, harassment, and/or coercion which involve or affect the Company or which occur on Company property. The policy applies to all Company employees, temporary and contract employees, and other persons on Company property.

Some Examples of Prohibited Conduct

- ❖ Hitting or shoving an individual.
- ❖ Threatening an individual or his/her family, friends, associates, or property with harm.
- ❖ Intentional destruction of or threatening to destroy Company property.
- ❖ Making harassing or threatening phone calls.
- ❖ Harassing surveillance or stalking (following or watching) someone.
- ❖ Possession or use of firearms or weapons on Company property.

Employees are required to report incidents of violence, or threats of violence that they observe, or otherwise become aware of, to their supervisor. Information will be limited to those personnel with a need to know. In furtherance of this policy, employees have a “duty to warn” their supervisors of any suspicious workplace activity or situations or incidents that they observe or that they are aware of that involve other employees, former employees, customers, or visitors. This includes, but is not limited to, threats or acts of violence, aggressive behavior, offensive acts, threatening or offensive comments or remarks, having firearms or weapons on the premises, etc.

Employees should also report violence between employees off the premises occurring at any time. Employee reports made pursuant to this policy will be held in confidence to the greatest possible extent. The Company will not tolerate any form of retaliation against any employee for making a report under this policy. No employee will suffer any retaliation for having complied with this policy.

Rhythm & Blues will promptly and thoroughly investigate all reports of treats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, **Rhythm & Blues** may suspend employees, either with or without pay, pending investigation.

Anyone determined to be responsible for threats and (or) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

RULES FOR CONDUCT, DISCIPLINE, AND TERMINATION OF EMPLOYMENT

Voluntary Termination

The Company will consider you have voluntarily terminated (“quit”) your employment if you do any of the following.

1. Resign verbally or in writing from the Company
2. Fail to return from an approval leave of absence on the date specified by the Company, or
3. Fail to report for work or call in; “No show, no call, no job.”

Your last check will be available for you on the next regularly scheduled payday following termination.

Involuntary Termination

You may be terminated involuntarily for reasons that may include poor performance, misconduct, or other violations of the Company’s rules of conduct as described below. **Publication of this list of rules does not alter the Company’s right to discharge with or without cause and with or without prior notice.**

The Company may also terminate your employment as a layoff in case of loss of business, reorganization, or reduction in force.

Discipline and Rules of Conduct

We expect all employees to maintain high standards of job performance and conduct. If your performance or conduct does not meet our expectations, we may attempt, when appropriate, to provide a reasonable opportunity to correct the problem. If you fail to make to correction, you may be subject to discipline, up to and including termination.

Conduct that is not in the best interests on the Company, its customers, or other employees, may result in disciplinary action. This will include misconduct that may not specifically be listed in this handbook.

Discipline Procedure

Usually, an employee will receive oral and/or written warnings before being discharged for poor performance. The Company does not guarantee any warning procedure and will take disciplinary action as believed appropriate for the circumstances.

Termination for Misconduct Without Warning

Committing any of the following violations, as well as other serious violations which may not be listed, can result in termination without warning.

1. Theft, fraud, or other dishonesty
2. Misusing or destroying Company property or the property of another on Company premises.
3. Unauthorized use of Company equipment for off job purposes.
4. Violating conflict of interest rules, as defined in the stated policy.
5. Disclosing or using confidential or proprietary information without authorization.
6. Falsifying or altering Company records, including the application for employment.
7. Interfering with the work performance of others.
8. Participating in a fight, altercation, or threatening physical harm to others.
9. Harassing, including sexually harassing, employees, clients, or vendors.
10. Violating the Drug-Free Workplace policy, including refusing to submit to testing for drugs and/or alcohol.
11. Possessing a firearm or other dangerous weapons on Company property or while conducting Company business.
12. No call, no show/Job abandonment (i.e. walking out on a shift).

Other Disciplinary Issues

Job Performance and Misconduct

You may also be disciplined for performance problems such as, for example:

- ^a Unacceptable work quality or quantity
- ^a Discount Abuse
- ^a Falsifying Company records
- ^a Poor attitude (for example, rudeness or lack of cooperation)
- ^a Failure to follow established safety regulations.
- ^a Failure to comply with other Company policies or management directives.
- ^a Cheating on Contest

Attendance

In addition to the general rules stated above, there are specific rules about attendance:

1. You must report to work on time, stay within the time limits for rest and lunch periods, and get approval to leave early. Leaving the work site without notifying your supervisor can result in termination of employment.
2. You must personally notify your supervisor in advance if you expect to be tardy or absent, and must under all circumstances call in within one hour of your starting time if you are unable to report to work.

EMPLOYEE CONDUCT AND WORK RULES

To ensure orderly operations and provide the best possible work environment, **Rhythm & Blues** expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- i *Racial discrimination*
- i *Theft or inappropriate removal or possession of property*
- i *Falsification of timekeeping records*
- i *Working under the influence of alcohol or illegal drugs*
- i *Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment*
- i *Fighting or threatening violence in the workplace*
- i *Boisterous or disruptive activity in the workplace*
- i *Negligence or improper conduct leading to damage of employer-owned or guest-owned property*
- i *Insubordination or other disrespectful conduct*
- i *Violation of security procedures, or safety or health rules*
- i *Smoking in prohibited areas*
- i *Sexual or other unlawful or unwelcome harassment*
- i *Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace*
- i *Excessive absenteeism or any absence without notice*
- i *Unauthorized absence from work station during the workday*
- i *Unauthorized use of telephones, mail system, or other employer-owned equipment*
- i *Unauthorized disclosure of business "secret" or confidential information*
- i *Violation of personnel policies*
- i *Unsatisfactory performance or conduct*

SOLICITATION/DISTRIBUTION

To avoid disruption of the Company's operation and disturbance of the customers, the following rules apply to solicitation and distribution of literature on the company's property.

Outsiders:

Persons not employed by **Rhythm & Blues** may not solicit or distribute literature or anything else on company property at any time for any purpose.

Employees:

Employees of the Company may not solicit during working time for any purpose. Employees may not distribute literature at any time for any purpose in working areas. Working areas are all areas of the Company's property except the break areas.

Working time does not include break periods, meal times, or other timed during the workday when employees are not working. Working time includes the working time of both the employees doing the soliciting or distributing and the employee to whom the soliciting or distributing is directed

FRATERNIZATION POLICY

Employment of Relatives/Dating

We do not prohibit employment of relatives, but will not approve job assignments that create or appear to create conflicts of interest or favoritism, as determined by the Company.

- ❖ “Relative” in these instances, includes legal relatives through blood or marriage as well as others living together as a couple or family.
- ❖ No employee can be the approval signature affecting wages, hours, and working conditions of a relative, nor can one relative directly supervise the other.
- ❖ Dating is not allowed between employees with any type of reporting relationship to each other. “Reporting relationship” includes:
 - ❖ An Employee with direct or indirect control over or with the authority to take disciplinary action about the other.
 - ❖ An Employee, who audits, verifies, receives, or handles money that is the responsibility of the other.

Participation by a manager or supervisor at any social event or function involving team members (i.e. parties, sporting events) should be carefully reviewed to ensure that it does not compromise the integrity of the team member and the Company. Such participation must be approved by the individual's supervisor in advance so as to avoid subsequent misunderstandings.

Managers/Supervisors who become involved or feel that they may become involved in such a relationship must request a transfer. Whether these dating or living situations exist or where they develop through promotion or transfer, action will be taken to transfer or terminate either of the involved parties within a reasonable period of time after the relationship has developed or was established. If a transfer or termination is necessary, the involved supervisor will recommend, to his/her supervisor, which one of them should be transferred or terminated.

The decision to transfer or terminate is the prerogative of the superior of the involved parties. It is the responsibility of the involved supervisor to make his/her superior aware of the situation. Team members or managers/supervisors who are transferred under the provisions of this policy are transferred solely for the team member's benefit and the company assumes no obligation to pay expenses for this relocation.

Each situation will be evaluated on an individual basis and decisions will be made in the best interest of the employee and company.

OUTSIDE EMPLOYMENT

Employees may hold outside jobs as long as they meet the performance standards of their job with **Rhythm & Blues**. All employees will be judged by the same performance standards and will be subject to **Rhythm & Blues** scheduling demands, regardless of any existing outside work requirements.

If **Rhythm & Blues** determines that an employee's outside work interferes with performance or the ability to meet the requirements of **Rhythm & Blues** as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with **Rhythm & Blues**.

Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals outside **Rhythm & Blues** for materials produced or services rendered while performing their jobs.

BUSINESS TRAVEL / EXPENSES

Rhythm & Blues will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. The immediate manager must approve all business travel in advance.

Employees whose travel plans have been approved are responsible for making their own travel arrangements.

When approved, the actual costs of travel, meals, lodging, and other expenses, directly related to accomplishing business travel objectives will be reimbursed by **Rhythm & Blues**. Employees are expected to limit expenses to reasonable amounts.

Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate manager. Vehicles owned, leased, or rented by **Rhythm & Blues** may not be used for personal use without prior approval.

When travel is completed, employees should submit completed travel expense reports within 30 days. Receipts for all individual expenses should accompany reports.

Employees should contact their manager for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other business travel issues.

Abuse of this business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.

REIMBURSABLE EXPENSES POLICY

All employees seeking reimbursement must fill out an expense report (please see following page). All expense reports must be approved and signed by your Department Head/ supervisor. Please be sure to include the cost center to which the expenses should be billed. For example, if you work in the training department, and some items on your report should be billed to a specific unit (i.e. Longwood opening, please put unit 122, in the column for those items)

All expenses associated with traveling (i.e. Unit visits, etc, must be submitted with a separate travel trip expense report for each location visited) this report breaks down each category related to the trip and will give us the ability to track the travel expenses more accurately and will give us an accurate cost per trip. Please be sure to include all receipts when submitting the report for approval. Be sure to include the names of each person associated with each meal expense receipt.

If you are submitting a request for mileage reimbursement, please be sure to submit the mileage log, tracking to and from travel, in addition to the travel trip expense report. All expense reports submitted in by Wednesday at 9:00 am will be paid by Monday of the following week. Please be sure all expenses are contained in the month in which they pertain.

**All expenses must be sent to the Corporate Support Center for final approval by:
Kyle Bingaman – Area Supervisor**

DRUG AND ALCOHOL USE

It is **Rhythm & Blues** desire to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While on **Rhythm & Blues** premises and while conducting business-related activities off Rhythm & Blues premises, no employee may use, possess, distribute, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger themselves or other individuals in the workplace.

Employees who enjoy **Rhythm & Blues** on days off are expected to behave in a manner so as not to embarrass him or herself or the company.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program.

INSPECTIONS AND SEARCHES

The Company reserves the right to conduct inspections and searches at any time, on Company premises, for prohibited materials and for Company property.

Routine searches for Company property may include lockers, vehicles, work counters, file cabinets, closets, computer files, voicemail, or similar locations where one may place Company property or Company related information, whether or not such places are locked or protected by access codes.

P.O.S. SAFETY AND SECURITY POLICY

In compliance with the Payment Card Industry Data Security Standard (PCI DSS) Tijuana Flats Burrito Company has developed a Point of Sales (POS) Safety and Security Policy. This policy was developed in accordance to the PCI DSS standards set in place by the major credit card companies to help organizations that process card payments prevent fraud, hacking and various other security vulnerabilities and threats.

POS Safety and Security Policy:

1. All users with remote access will have one Logmein.com account assigned to them. Only users with the need to access the POS terminals will be granted access to these accounts and will be responsible for all actions of that account. All activity of each account will be logged
2. Passwords granting remote access to the POS systems will be changed monthly
3. An Automated program will encrypt and archive all Credit Card information for over one week old. This data will be sent securely to an off-site server.
4. No wireless routers will ever be used by our restaurants
5. Monthly security scan will be run for each store, with Virus Scanning, Malware scanning, Firewalls all checked for any security issues
6. Alerts will be sent to the Tijuana Flats IT Staff if there are any new programs installed or other changes on the system not prompted by the Tijuana Flats IT staff.
7. No Ports will be open on any firewalls at our restaurants.
8. When handling credit cards, employees should restrict access to cardholder data until needed, and restrict physical possession of payment cards, driver's licenses, and ID's; keeping the card and identification in plain view of the guest.

Improper use of computer systems or improper handling of credits cards by any Tijuana Flats employees will be subject to prompt disciplinary action up to and including termination of employment and are subject to fines and criminal charges

COMPENSATION

Managers and employees are strongly encouraged to discuss job performance and goals on an informal, day – to-day basis. Additional formal performance evaluations are conducted to provide both managers and employees the opportunity to discuss job task, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

Wage and Salary Programs

The wage and salary program is based on our goal of providing competitive wages and benefits that will attract and retain qualified individuals who will be able to provide superior service to our customers. Our fundamental principles are:

- ❖ Administer wage and salary programs in full accordance with federal and state laws.
- ❖ Establish pay scales that reflect current labor market rates of pay for similar jobs in similar businesses.
- ❖ Establish programs for review and evaluation of individual employee's pay and performance.
- ❖ Relate pay adjustments to job performance and contribution to the Company and specifically to the attainment of established individual employee objectives.

Overtime

Overtime may sometimes be required to meet our schedules or goals. We will make a reasonable effort to provide as much notice as possible whenever overtime is required and employees are expected to work as requested. When possible, overtime will be distributed equitably, recognizing that some employees may see overtime as desirable – others may not.

Nonexempt Employees

All nonexempt employees who work more that forty (40) hours in one workweek will receive overtime pay at time and one-half their regular rate.

Overtime will be computed on actual time worked. Only those hours that are actually worked are counted to determine overtime pay. Paid holidays, for example, are not hours worked and are not counted in making overtime calculations.

No nonexempt employee may work overtime without the expressed prior approval of his or her supervisor.

Exempt Employees

Exempt employees are not generally eligible for any overtime compensation.

Tip Credit Policy

Any Employee that receives tips is required by law to report 100% of their tip income. Employees will also be required to sign the Tip Pooling Agreement at the time of hire.

Please follow the steps below for declaring tips on each shift.

1. Ensure that all tips, both cash and credit card are divided for each FOH employee according to the number of hours worked and record that amount on the TIP tracking form for each employee, each shift.
2. At the end of the employee's next shift, the manager will give the employee the tips from the previous day that was recorded on the TIP tracker.
3. The employee will declare all received tips and record them in the register terminal, both the employee and the manager will sign the TIP tracker stating that the tips were received and declared for tax purposes.

Calculating and Distributing Tips

The following are the procedures we will follow pursuant to the Tip Pooling Agreement all cashiers are required to sign prior to their employment with Rhythm & Blues Enterprises, LLC and Rhythm & Blues Entertainment, LLC:

- i For the purpose of calculating and distributing tips, the day parts will be divided into 2 shifts.
Open – 5 :00 PM, and 5:00 PM – close.
- i The new procedure for calculating tips for these time periods is to add up all the cash and credit card tips for each shift to determine the total tips earned during that shift.
- i The next step is to add up the **total** number of hours worked during the shift. Then divide the **total** tips earned by the **total** hours worked to determine the tips earned per hour.
- i Then multiply the number of hours each employee worked by the amount of tips earned per hour.
- i **Example-** open – 5:00 Pm = \$50 of total tips earned
Suzie = 3 hours
Michelle = 3 hours
Jess= 4 hours
Total of 10 hours worked on the shift = \$50/10 =\$5.00/ hour worked.
Tips
Suzie = \$5 x 3 =\$15
Michelle = \$5 x 3 =\$15
Jess = \$5 x 4 =\$20
- i Managers will be responsible for logging the amounts of tips earned each shift, each day, and recording the amount of tips distributed to each employee, so the amounts will be added to each cashier's gross W-2 wages, and properly taxed.
- i The employee's portion of payroll taxes on the tips will either: i) be withheld from each cashier's regular (non- tip) pay, or, ii) at our election, be withheld from the tips prior to remitting the tips to the cashier.
- i Cashiers will need to sign the log to receive their tip share.
- i All tips will be distributed to the cashiers in envelopes during their next shift.
- i Only managers are permitted to add tips to credit cards.
- i All credit card slips are to remain clean with no additional markings on them. These are legal documents and become void if they have writing on them.

Pay Errors and Oversights

It is our policy and practice to compensate employees accurately and in compliance with all applicable state and federal laws. If an error should occur, we will correct it promptly and completely as soon as we become aware of it.

Please review your pay stub when you receive it to make sure it is correct. If you have any questions or believe a mistake has been made, please bring it to the attention of the payroll department immediately.

Exempt salaried employees are paid a salary each pay period that is intended to be full compensation for all hours worked during the covered work week(s). A salary may be changed from time to time, such as resulting from a performance review or change in job duties, but is not subject to deductions for variations in the quantity or quality of the work performed.

Your salary may also be reduced for certain types of deductions such as your portion of health, dental, or life insurance premiums; state, federal, or local taxes, social security; or, voluntary contributions to a 401 (k) or personal pension plan.

In a workweek in which you performed any work, we will not make any deductions for any of the following reasons:

1. Partial day absences, personal reasons, sickness or disability.
2. Closure of the work facility or lack of work of less than a full week.
3. Absences for jury duty, attendance as a witness, or military leave in any week in which you have performed any work.
4. Any other deductions prohibited by state or federal law.

We are entitled to charge absences for personal reasons, sickness or disability to an employee's accrued vacation or other PTO eligibility accrual.

Questions Complaints and Reporting Errors

If you have questions about deductions or any other issues regarding the accuracy of your pay, please contact Human Resources (Jessica McMurtry, 407-677-1569 or jessica@rhythm-n-blues.net) or the Payroll Manager. If you have not received a satisfactory response within five business days after reporting the error, please immediately contact the office (407-677-1569). The Human Resources and payroll Departments have the specific responsibility to investigate every error reported and to correct every error made

Paydays

All employees are paid semi-monthly. Each paycheck will include earnings for all work performed through the end of the previous payroll period. Direct deposit is available to those employees that have a checking or savings account.

Pay Advances

Rhythm & Blues does not provide pay advances on unearned wages to employees.

Pay Deductions and Setoffs

The law requires that **Rhythm & Blues** make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. **Rhythm & Blues** also must deduct Social Security taxes on each employee's earnings up to a specified limit that is called the Social Security "wage base." **Rhythm & Blues** matches the amount of Social Security taxes paid by each employee.

Pay setoffs are pay deductions taken by **Rhythm & Blues**, usually to help pay off a debt or obligation to **Rhythm & Blues** or others.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, your manager can assist in having your questions answered.

EMPLOYEE BENEFITS

Eligible employees at **Rhythm & Blues** are provided a wide range of benefits. A number of the programs (such as Social Security, workers' compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. Your manager can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in the employee policy manual.

The following benefit programs are available to eligible employees:

- Bereavement Leave
- FMLA (Family Medical Leave Act)
- Health, Life, Vision and Dental Insurance
- Short-Term and Long-Term Disability (AFLAC)
- Holidays
- Jury Duty Leave
- Meal Allowances
- Military Leave
- Paid Time Off
- 401k

Some benefit programs require contributions from the employee.

FAMILY AND MEDICAL LEAVE ACT POLICY

Rhythm & Blues makes available various types of unpaid, job protected leave in accordance with the requirements of the Family and Medical Leave Act of 1993 (FMLA).

Basic Leave

For eligible employees, up to 12 weeks of unpaid leave, in a 12-month period, is available for one or more of the following purposes:

- i For the birth and care of a newborn child of the employee;
- i For the care and/or placement of a child for adoption or foster care;
- i To care for a spouse, child, or parent who has a serious health condition; a child, for purposes of this policy, includes an individual who is either (1) under the age of 18 or (2) older than 18 but incapable of self-care because of a physical or mental disability;
- i For your own serious health condition.

The 12-month period is measured on a “rolling backward” basis. Leave measured on a rolling backward basis is measured backward from the date any FMLA leave would commence.

Qualifying Exigency Leave

For eligible employees, up to 12 weeks of unpaid leave, in a 12-month period, is available for an eligible employee where the employee’s spouse, son, daughter or parent is on “covered active duty” and leave is needed for a “qualifying exigency.” Covered Active Duty includes: (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty.

A “qualifying exigency” is:

- (a) Short notice deployment;
- (b) Military events and related activities;
- (c) Childcare and school activities;
- (d) For the purpose of making financial and legal arrangements;
- (e) Rest and recuperation;
- (f) Post-deployment activities; and/or,
- (g) Additional qualifying activities.

The “rolling backward” method used for measuring “Basic Leave” is also used to measure the 12-month period for “Qualifying Exigency Leave.”

Covered Servicemember Care Leave

Leave is available for an eligible employee to care for a spouse, child, parent or next-of-kin who:

- (1) is a current member of the Armed Forces or a member of the Armed Forces who is on the temporary disability list, and who has a “serious injury or illness” for which he or she is undergoing medical treatment, recuperation, or therapy; or, otherwise in outpatient status; or, otherwise on the temporary disability retired list, or

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- (2) is a veteran of the Armed Forces who is undergoing medical treatment, recuperation, or therapy, for a “serious injury of illness” and who was a member of the Armed Forces at any time during the period of 5 years preceding the date on which the veteran undergoing the medical treatment, recuperation, or therapy.

For purposes of this section the following definitions apply:

- (1) The term “Armed Forces” includes Armed Forces, National Guard, and Reserves.
- (2) The term “serious injury or illness” means:
 - (a) For current members of Armed Forces – an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating.
 - (b) For veteran’s of the Armed Forces – an injury or illness that was incurred by the Member in line of duty on active duty on the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty on the Armed Forces) and that manifested itself before or after the member became a veteran.
- (3) Next-of-kin of a covered servicemember is the nearest blood relative other than the covered servicemember’s spouse, son or daughter, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes military caregiver leave under the FMLA.

For Covered Servicemember Care leave only, an employee is entitled to 26 workweeks of leave during any single 12-month period measured on a “rolling forward” basis. Servicemember Care leave measured on a rolling forward basis will be measured using the 12-month period forward from the date of the employee’s first instance of Servicemember Care leave.

Intermittent Leave

You may take leave intermittently, as blocks of time off or in the form of reducing your normal weekly or daily schedule. If you need leave intermittently or on a reduced-leave schedule for planned medical treatment, it is your obligation to schedule the treatment so as not to unduly disrupt **Rhythm & Blues**’ operations. Further, intermittent leave or leave on a reduced-leave schedule must be medically necessary due to a serious health condition or a serious injury or illness, except in the case of intermittent leave for a Qualifying Exigency. In addition, employees are permitted to take intermittent leave for the birth of a child or placement of a child for adoption or foster care; however, intermittent leave for these reasons is only permitted upon the approval of management and Human Resources.

Giving Notice of the Need for Leave:

Absent extenuating circumstances, an employee must provide **Rhythm & Blues** with at least 30 days advance written notice before FMLA leave is to begin. Your failure to do so may cause delay or denial of leave. If the need for leave is unforeseeable, then you must provide notice to **Rhythm & Blues** as soon as practicable under the facts and circumstances of your particular situation. For unforeseen leave, you must follow the normal procedure for contacting your supervisor to report an absence.

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Eligibility:

Rhythm & Blues will generally notify you within 5 business days of receipt of your request for FMLA leave of your eligibility to take Family and Medical Leave. If you are not eligible, **Rhythm & Blues** will tell you why. Employees are eligible for unpaid FMLA leave if they: (1) have a cumulative (not necessarily continuous) 12 months of prior service; (2) have worked at least 1250 hours during the 12 months immediately preceding the date on which the FMLA leave would commence; and, (3) work at a location where at least 50 employees are employed within a 75-mile radius.

Providing Evidence of Need for Leave:

In most cases, **Rhythm & Blues** will request that the employee provide additional information regarding certification of the leave by providing the employee with a Certification form, specific to the type of leave the employee is requesting, to be completed and returned to **Rhythm & Blues**. Certification forms and any other requested documentation must be returned to **Rhythm & Blues** within 15 days of **Rhythm & Blues**' request for Certification (absent extenuating circumstances).

Designation of Leave:

Within five (5) business days after the employee has submitted the appropriate Certification form and/or **Rhythm & Blues** has sufficient information to determine whether the leave requested is FMLA covered, Human Resources will complete and provide the employee with a written response to the employee's request for FMLA leave.

Intent to Return to Work from FMLA Leave:

Consistent with the manner in which **Rhythm & Blues** addresses other types of medical and personal leave, **Rhythm & Blues** may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

Pay During Leave:

If you have available Paid Time Off (PTO), **Rhythm & Blues** requires you to use your PTO while taking FMLA leave. In other words, on commencing FMLA leave, you are required to simultaneously take any paid leave for which you are eligible, including vacation time. Once paid leave is exhausted, you will go on unpaid leave. Both paid and unpaid leave count towards the 12 or 26-week (in the case of Covered Servicemember Care Leave) limit.

Benefits During Leave:

Health care benefits will be maintained during leave. However, you must continue to pay your share of any premiums. Should you fall more than thirty (30) days behind in doing so, your coverage may be canceled. In addition, should you fail to return to work at the expiration of your leave, under certain conditions, **Rhythm & Blues** is entitled to recover any premiums it paid on your behalf in order to maintain your coverage.

Return from Leave:

Upon your being released to return to work, you will be restored to your same or equivalent position, unless you would not otherwise have been employed at the time of reinstatement (e.g., due to an intervening reduction in force or discharge for misconduct or poor performance). **Rhythm & Blues** reserves the right not to rehire a "key" employee if rehire would cause substantial economic harm to our business. Key employees are generally those in the top 10% of compensation.

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Return from Leave: Fitness-for-Duty Certification:

Any employee who takes leave for the employee's own serious health condition will be required, as a condition of restoration, to obtain and provide certification that the employee is able to resume work and is able to perform the essential functions of his or her job. The cost of the Fitness-for-Duty Certification is paid by the employee.

Rhythm & Blues may delay or deny restoration to employment if a Fitness-for-Duty Certification is not provided. **Rhythm & Blues** will request a Fitness-for-Duty Certification for leave taken on an intermittent or reduced-leave schedule basis, if reasonable safety concerns exist regarding the employee's ability to perform his or her duties based on the serious health conditions for which the employee took leave.

Taking More than the Allowed Leave:

Rhythm & Blues is unable to keep jobs open indefinitely. If an employee fails to return to work at the end of an approved leave of absence, including any extension of the leave, the employee will be considered to have voluntarily terminated employment.

Employee Rights and Responsibilities:

The Department of Labor has prepared a summary of an Employee's Right and Responsibilities under the FMLA.

For FMLA forms and any questions concerning the provisions of this leave policy or the forms associated with a leave under this policy should be directed to Human Resources at 407-677-1569.

Personal Leave

An employee may be granted an extended absence without pay, when sufficient personal reasons occur, at the Company's discretion. A leave of absence will be granted for an initial period of up to 60 days, and employee may request extensions of up to 30 days, which may be granted at the Company's discretion. No leave, however, may be extended beyond six months from the beginning date of the leave.

Leaves will be without pay except that employees may be required to use any accrued paid vacation days during a leave. However, while on leave of absence, employees will not accrue paid leave days of any kind.

If you are covered under the Company's group health plan at the time your leave begins, the Company will continue to make its regular payment to continue your coverage under its group health plan through the end of the month in which you request leave. Thereafter, you may continue benefits under the Company's group health insurance plan through COBRA. A separate notice of your rights under COBRA will be provided at the time COBRA coverage is offered.

Because operations sometime require that vacant positions be filled, a personal leave of absence does not guarantee that the job will be available when the employee returns from leave. An effort, however, will be made to place you in your previous position or a comparable job that you are qualified to perform upon your return from leave. If no such position is available, you may be eligible for rehire as a new employee if you apply for an available position for which you are qualified and if your prior work history warrants your rehire.

Military Leave

Rhythm & Blues complies with all aspects of the Uniformed Services Employment and Reemployment Rights Act ("USERRA"). Unless precluded by military necessity, or otherwise impossible or unreasonable, employees requiring a military leave of absence must submit advanced notice of their need for military leave, and should submit a copy of their military orders if available.

In order to be eligible for reinstatement upon completion of military service, employees must comply with all aspects of USERRA. Reinstated employees are eligible for all the rights and benefits provided under USERRA.

Jury Duty Leave

Rhythm & Blues encourages employees to fulfill their civic responsibilities by serving jury duty when required. Eligible employees may request up to 7 days of paid jury duty leave over any one-year period.

Jury duty will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence.

If employees are required to serve jury duty beyond the period of paid jury duty leave, they may use any available paid time off (for example, vacation benefits) or may request an unpaid jury duty leave of absence.

Employees must show the jury duty summons to their manager as soon as possible so that the manager may make arrangements to accommodate their absence. Of course, employees are expected to report for work whenever the court schedule permits.

Either **Rhythm & Blues** or the employee may request an excuse from jury duty if, in **Rhythm & Blues'** judgment, the employee's absence would create serious operational difficulties.

Rhythm & Blues will continue to provide health insurance benefits for the full term of the jury duty absence. Vacation, sick leave and holiday benefits will continue to accrue during unpaid jury duty leave.

Bereavement Leave

Employees who need to take time off due to the death of an immediate family member should notify their manager immediately. **Rhythm & Blues** defines "immediate family" as the employee's spouse, parent, child, grandparents, mother/father-in-law, or sibling.

Up to three (3) days of paid bereavement leave may be provided to eligible employees.

Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. Employees may request the use of any available paid leave for additional time off as necessary. Manager approval of such requests is required.

DOMESTIC VIOLENCE & SEXUAL ASSAULT LEAVE

Employees may be granted up to 3 days of unpaid leave in any 12 month period if the employee or a family or household member of an employee is the victim of domestic violence or sexual assault. This leave may be used to:

1. Seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence, or sexual violence;
2. Obtain medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulted from the act of domestic violence or sexual assault;
3. Obtain services from a victim-services organization, including, but not limited to, a domestic violence shelter or program or a rapes crisis center as a result of the act of domestic violence or sexual assault;
4. Make your home secure from the perpetrator of the domestic violence or sexual assault or to seek new housing to escape the perpetrator; or
5. Seek legal assistance in addressing issues arising from the act of domestic violence or sexual assault or to attend and prepare for court related proceedings arising from the act of domestic violence or sexual assault.

“Family or household member” means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit. Except in cases of imminent danger to the health or safety of you or your family or household member, you must provide appropriate advance notice of the need for leave along with sufficient documentation of the act of domestic violence or sexual assault. This documentation may include copies of restraining orders, police reports, orders to appear in court, etc. Employees may be required to exhaust any paid time off during this time away from work.

PAID TIME OFF BENEFIT

Rhythm & Blues offers Paid Time Off (PTO) to eligible employees (Full Time Salaried Restaurant Managers and Full Time Corporate Employees) to provide opportunities for rest and relaxation.

The length of eligible service is calculated on the basis of a "Benefit Year". A "Benefit Year" begins on January 1st and ends on December 31st. Employees start accruing vacation time on the date of hire. An employee's benefit year may be extended for any significant leave of absence except military leave of absence. Military leave has no effect on this calculation. (See individual leave of absence policies for more information.)

Once an employee enters an eligible employment classification, they begin to earn paid time off. An employee's eligible PTO accrual will be based off years of service the employee has been eligible.

An employee who has been eligible for 1 – 4.99 years will accrue PTO as follows:

<u>Years of Service</u>	<u>PTO Earned</u>	<u>Annual Accrual</u>
1- 4.99	3.333 Hours per pay period	80 Hours or (10 days)

These employees will accrue a total of 80 hours or 2 weeks PTO over a benefit year. The Employee will not become eligible to use PTO hours until after 6 months of eligibility.

An employee who has been eligible for 5-9.99 years will accrue PTO as follows:

<u>Years of Service</u>	<u>PTO Earned</u>	<u>Annual Accrual</u>
5- 9.99	5 Hours per pay period	120 Hours or (15 days)

Paid time off can be used in minimum increments of one day. To take PTO, employees should request (minimum 30 days) advance approval from their Manager or Supervisor. Requests will be reviewed based on a number of factors, including business needs and staffing requirements.

PTO is paid at the employee's base pay rate at the time that the PTO is taken. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

As stated above, employees are encouraged to use available paid time off for rest, relaxation, and personal pursuits. In the event that available PTO is not used by the end of the benefit year, employees may carry unused time forward to the next benefit year. A maximum of 40 PTO hours, or one week, may be carried over in any given year.

***Benefit Year is from January 1st-December 31st and everyone will have their "rollover" on December 31st, regardless of hire date.**

Paid Time Off Requests

To enable all parties concerned ample time for planning and coverage, submit all PTO requests in writing no less than 30 days prior for approval. Requests will be processed and considered for approval within 5 days.

Paid Time Off Payout at Time of Termination

Paid time off (PTO) hours that are accrued will be paid at the time of termination; this will be added to the last pay check and received on the scheduled pay date, unless the employee is terminated for cause. Any monies owed to Rhythm & Blues will be deducted from the final paycheck/ PTO pay.

Employees will not be eligible for the payout of accrued time if they are terminated for cause. Cause is defined as involuntary termination of employment for a policy violation involving misconduct.

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Terminations for policy violations involving misconduct is listed on page 45 of the Policy Manual.

HOLIDAYS

Rhythm & Blues will be closed for the following holidays:

**Easter
Labor Day**

**Memorial Day
Thanksgiving**

**July 4th
Christmas**

New Year's Day

Christmas Eve will be a shortened day, depending on store. These will be paid holidays for Eligible Employees. Employees will not be eligible for the payout of accrued time if they are terminated for cause. Cause is defined as involuntary termination of employment for a policy violation involving misconduct.

Terminations for policy violations involving misconduct is listed on page 45 of the Policy Manual.

BENEFITS CONTINUATION (COBRA)

The federal *Consolidated Omnibus Budget Reconciliation Act (COBRA)* gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under **Rhythm & Blues'** health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirement.

Under *COBRA*, the employee or beneficiary pays the full cost of coverage at **Rhythm & Blues'** group rates plus an administration fee. **Rhythm & Blues** provides each eligible employee with a written notice describing rights granted under *COBRA* when the employee becomes eligible for coverage under **Rhythm & Blues'** health insurance plan. The notice contains important information about the employee's rights and obligations

HEALTH INSURANCE

Rhythm & Blues' health insurance plan provides employees and their dependents access to medical insurance benefits.

Eligible employees may participate in the health insurance plan subject to all terms and conditions of the agreement between **Rhythm & Blues** and the insurance carrier.

A change in employment classification that would result in loss of eligibility to participate in the health insurance plan may qualify an employee for benefits continuation under the *Consolidated Omnibus Budget Reconciliation Act (COBRA)*. Refer to the Benefits Continuation (*COBRA*) policy for more information.

Details of the health insurance plan are described in the Summary Plan Description (SPD). A SPD and information on cost of coverage will be provided in advance of enrollment to eligible employees. Contact your manager or the Human Resources Department for more information about health and dental insurance benefits.

SAFETY

To assist in providing a healthful work environment for employees, guest, and visitors, **Rhythm & Blues** has established a workplace safety program. This program is a top priority for Rhythm & Blues. Supervision has responsibility for implementing, administering, monitoring, and evaluating the safety program. Its success depends on the alertness and personal commitment of all.

Rhythm & Blues provides information to employees about workplace safety and health issues through regular internal communication channels such as manager-employee meetings, bulletin board postings, memos, or our Crisis Cards.

Some of the best safety improvement ideas come from employees. Those with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with their manager.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate manager. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report, or where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the appropriate manager or Supervisor. The first report of the injury is necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

Employee Injury Procedure:

1. Assist the Employee with the injury and ensure that necessary steps are taken. The employee is our first priority.
2. Complete an Employee Accident Report (See page 74). Make sure that the employee is given a copy of report.
3. Fax a copy of the report to the Human Resources Department and call to discuss the incident.
4. Follow up with the employee.

Guest Injury Procedure:

1. Assist the Guest with the injury and ensure that necessary steps are taken. The guest is our first priority.
2. Complete a Guest Incident Report (See page 73). Make sure that the guest is given a copy of report.
3. Fax a copy of the report to the Human Resources Department and call to discuss the incident.
4. Follow up with the guest will be handled with our insurance carrier.

WORKER'S COMPENSATION INSURANCE

Rhythm & Blues provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses should inform their manager immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

Neither **Rhythm & Blues** nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by **Rhythm & Blues**.

Workers Compensation & General Liability Safety Tips

General

- i Keep the First Aid Kit stocked
- i Keep Name Address, and directions for the nearest Hospital and or Walk-in Clinic on hand
- i Keep emergency Numbers on file
- i When an injury occurs Employee or Guest:
 1. Take care of the person injured
 2. Gather all information about the incident and talk to any witnesses
 3. Franchise stores should report this information to their Franchise Partner/Owner

Workers Compensation (Employee)

Cuts

- o Always use Cutting Glove for BOH Prep and for FOH cutting of lemons and limes (**Knife in one hand, a cutting glove on the other**)
- o Keep knives sharp to prevent from slipping off product
- o Keep floors dry and use rubber mats with drainage to prevent slipping
- o Always use proper size knife for the job
- o Keep all equipment in top working condition (slicers, robo coupe, etc...)

Slip and fall

- o Non-Slip shoes
- o Rubber mats that drain
- o Sweep and mop floors constantly to keep grease from building up
- o Keep walk-ways free of boxes, etc.
- o Non-Slip stripes and or mats in coolers
- o Be aware of trip hazards in the parking lot, repair as needed
- o Use wet floor signs

Burns

- o Use protective gear when working with hot fryers / steamers-gloves, aprons, eyewear, towels
- o Keep floors clean and dry to prevent slips

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- Keep all walk-ways free of boxes, etc.
- Use spatulas, tongs, towels and gloves when working with hot products
- Eyewash kit in place

General Liability (Guest)

Slip and fall

- Keep dining room floors clean and dry
- Keep walk-ways clear
- Keep all mats clean and dry, replace as needed-look for rolled corners or ends
- Monitor Hot Sauce bar for spills
- Use wet floor signs for all spills and after moping and when it is raining
- Check the parking lot for trip hazards, pot holes, etc. daily
- Keep restroom floors dry

Chip Tooth

- Be sure when training the Prep cook we teach them to check for foreign objects such as wire, staples, paper, plastic, etc. from original containers before preparing product
- Strain fryers before, during and after their meal period for any product that was dropped into oil
- Check chicken very closely for bones (during prep, cooking and before serving)

Burns

- Have Servers inform guest that food is hot (especially any fried items)
- Explain the Hot Sauces and silverware location
- Eyewash kit in place

O.S.H.A.

O.S.H.A. (Occupational Health and Safety Act) assures safe and healthful working conditions for working men and women throughout the nation. For more details please refer to the poster hanging in the restaurant.

Hazardous Chemicals

All stores are required to have a Materials Safety Data Sheet manual. For all questions about any of chemicals used in the restaurants, please refer to the manual.

Rhythm & Blues SAFETY TIPS

Store Safety

- ❖ Always keep the back door locked.
- ❖ Before opening the back door look out the window or peep hole in door.
- ❖ Only use the back door for deliveries and trash removal
- ❖ Do not accept deliveries during peak business hours.
- ❖ Do not take out trash after dark.
- ❖ Once the doors are locked at closing, no re-entry is allowed (Employees or guest).
- ❖ Closers should move cars to the front in a well-lighted area before closing the store.
- ❖ Closers should leave in groups.
- ❖ No one person should be in the store alone.
- ❖ Keep cash drawer fund levels low at all times.
- ❖ Always close cash drawer immediately after the sale.
- ❖ If you become confused during a transaction close the drawer and call for a manager.
- ❖ Keep an eye out for guests that are in the store for a long period of time before or after eating.
- ❖ Check restrooms during the last hours of business and at close to make sure every guest has left.
- ❖ If you are uncomfortable with any situation, call the police.
- ❖ Always wear a cutting glove when working with sharp tools.
- ❖ Always remember to put a Wet Floor sign out when there is a spill or any other substance on the floor.

Rhythm & Blues Safety and Security Policy and Procedure

Opening Safety / Security Procedures

- i Keep all doors locked
- i The back doors should only be unlocked for deliveries and trash – KEEP BACK DOOR LOCKED at all times
- i Front doors should only be unlocked for opening employees
- i Managers are the only ones that hold a key to the restaurant
- i No deliveries during a rush.
- i All Employees enter through the front door

Closing Safety / Security Procedures

Policy Manual

- i Keep all doors locked
- i No trash runs after dark
- i Once we are closed and all guest have left, the front door is to be locked
 - p No re-entry by employees or guests
 - p Leave in groups after close
 - p No one in restaurant alone
- i Make sure that closers move their cars to a well lit area.
- i Alarm should always be used – NO EXCEPTIONS
- i All employees exit through the front door

***If an alarm or safe is not working it must be repaired no later than the following day.**

***If an Alarm or safe is not working for one night, contact Area Supervisor and the Support Center**

During Operating Hours

- i Managers are not to give keys to employees
- i Managers must be aware when the doors are being unlocked for trash, deliveries, etc.
- i Manager must be present for trash runs
- i Keep the cash levels low in the draws
- i Go to the bank once the closing Manager has arrived
- i Never leave safe on "Day Lock"

Cash Handling Procedures

- i Safe needs to be locked at all times (never kept on "day lock")
- i Always keep cash drawers closed and locked while not in use during open hours.
- i When the store is closed, the cash should be out of the drawers and placed in the safe.
- i Drawers are to be kept empty and open overnight.
- i Do not count money in the view of guests
- i Keep cash levels low
- i Bank Runs / Deposits: Minimum once a day bank runs – No Exceptions
 - p If you feel you need an escort, call the police.
 - p **At a minimum you must make a Bank run once every day.**

NO EXCEPTIONS!

Manager Changes

When you have a Manager change you must:

- i Change all Keys/Locks for all entry doors, walk in coolers, cash drawers, etc.
- i The Area Supervisor will change all alarm codes, add or delete users

Health / Food safety

Proper training is the key:

- i Wash Hands...Wash Hands...Wash Hands
- i Sanitize utensils
- i Sanitize tables and chairs
- i Sweep and mop floors with clean mop and water
- i Follow Health codes when handling food

Confidential 8/25/2011

Policy Manual

- i Date and cover all product
- i Keep Hot Bar clean and sanitized, pumps, catch mats, etc.

Reference Section

EMPLOYEE ACKNOWLEDGEMENT FORM

The Employee Orientation Handbook describes important information about Tijuana

The Employee Orientation Handbook describes important information about Rhythm & Blues, and I understand that I should consult with my General Manager/Supervisor regarding any questions after receiving and reading the handbook. And if I need further clarification on a policy or procedure the Rhythm & Blues Policy Manual is available to me through my immediate supervisor.

Since the information contained in this handbook and the policy manuals are subject to change, I acknowledge that revisions may occur. Only the CEO along with the Human Resource Department has the ability to adopt any revisions to Policy and Procedures.

I received a copy of the Employee Orientation Handbook and have access to the Rhythm & Blues Policy Manual. I understand that it is my responsibility to read and comply with all policies contained in the handbook/manual and any revisions made to them. This includes, but is not limited to:

- Standards of Conduct
- Fraternalization
- Sexual Harassment
- Anti-Violence
- Alcohol policy.

Employee Name (print)

Employee Signature

Date

Manager/Supervisor Name (print)

Manager/Supervisor Signature

Date

Policy Manual

Non-Disclosure and Non-Competition Agreement

Rhythm & Blues MANAGEMENT COMPANY ("Company") and _____ ("Employee") hereby enter into this Non-Disclosure and Non-Competition Agreement ("Agreement") and the parties agree as follows:

1. While an employee of Company, or anytime after Employee leaves his or her employment, Employee must not Disclose any of Company's (including Affiliates) Protected Information in any Unauthorized manner or for any Unauthorized purpose. Employee must immediately deliver to Company all property and materials in Employee's possession which contain Protected Information of Company or its Affiliates. While an employee of Company, or anytime after Employee leaves his or her employment, Employee shall not Disclose Protected Information relating to any aspect of the business or operations of the Company or its Affiliates or the Restaurant.

2. While an employee of Company and for one (1) year after termination and within 20 miles of any Restaurant or Planned Restaurant, Employee agrees not to compete with Company or its Affiliates. Notwithstanding the above, Employee may work in a management level or lesser position for a restaurant chain which has been in existence for a minimum period of two years prior to Employee's departure from Company.

3. During the Term of Employment and for one (1) years thereafter, Employee can not offer employment of Company's employees or its Affiliates or otherwise solicit or induce any employee of Company or its Affiliates to terminate their employment.

4. Employee acknowledges that this Agreement is a condition of his/her Employment. Employee acknowledges that the geographical and time limitations are reasonable and properly required for the adequate protection of Company and its Affiliate. Employee acknowledges that Company will only provide training and Protected Information in reliance on the promises Employee makes in this Agreement. Employee acknowledges that this Agreement will not be a barrier to further employment and that his/her skills are such that he/she may obtain other employment suitable despite signing this Agreement.

5. This contract shall be governed by Florida law and all disputes shall be brought in Orange County, Florida. Employee agrees that a breach of this agreement will cause irreparable injury to the Company or its Affiliates for which the remedy at law will be inadequate and would be difficult to ascertain. Therefore, in the event of the breach or threatened breach by Employee, the Company shall be entitled to injunctive relief, in addition to any other rights and remedies Company may have. Company shall not have to obtain a bond.

6. The Definitions attached are hereto fully incorporated into this Agreement.

EMPLOYEE:

Rhythm & Blues MANAGEMENT COMPANY

By:

Its:

Policy Manual

Definitions

“*Affiliates*” shall mean partners, parents, subsidiaries, sister corporations, any successor entity, and any entity in which the Company has an interest, including but not limited to, an interest as franchisor or joint partner held by an affiliate.

“*Compete*” shall mean participation either individually or jointly with others, directly or indirectly, whether for Employee’s own account (including but not limited to officer, director, employee, partner, independent contractor, consultant, principal, agent, proprietor, owner or part owner) or for that of any other person or entity, engage in or own or hold any ownership interest in any person or entity engaged in the development or marketing of a restaurant business with a theme, décor or principal food or service the same as or similar to that Company or its Affiliates (including, but not limited to, Tex Mex restaurants and the franchising of Tex Mex restaurants), then existing or planned for the future, which Employee may learn of or develop while an employee of Company.

“*Disclose*” shall mean to publish, disclose, use, or authorize anyone else to publish, disclose, or use, whether for Employee, individually, or jointly with others, for the benefit of Employee or any third party.

“*Planned Restaurant*” shall include all locations for which the Company is conducting active, bona fide negotiations to secure a fee or leasehold interest with the interest of establishing a restaurant hereon.

“*Protected Information*” shall mean trade secrets, secret or confidential information relating to the business, customers, trade practices, trade secrets, technology, recipes or know-how and all other knowledge, information, documents or materials, owned, developed or possessed by Company whether tangible or intangible form, which include, but are not limited to, Company’s operations, customers, business relationships, products (including prices, costs, sales or content) information or measures, business methods, future business plans, data bases, computer programs, designs, models, operating procedures, knowledge of the organization, Company and other information owned, developed or possessed by Company or its Affiliates.

“*Restaurant*” shall mean a Rhythm & Blues Enterprises, LLC and Rhythm & Blues Entertainment, LLC restaurant, including those owned by Company or its Affiliates.

“*Unauthorized*” shall mean: (i) in contravention of Company’s policies or procedures; (ii) otherwise inconsistent with Company’s measures to protect its interests in the Protected Information; (iii) in contravention of any lawful instruction or directive, either written or oral, of a Company employee empowered to issue such instruction or directive; (iv) in contravention of any duty existing under law or contract; or (v) to the detriment of Company; all including its Affiliates.

Policy Manual

Rhythm & Blues Policy on Sexual Harassment

Rhythm & Blues does not condone or tolerate sexual or other harassment of any employee whether it is by co-workers, supervisors, customers, vendors, franchisees or their employees. It is expected that employees will treat each other with respect. Our policy prohibits harassment in any form, including verbal, visual and physical harassment. Employees who violate this policy will be subject to disciplinary action including suspension and/or discharge.

Sexual advances, requests for sexual favors, and other physical conduct of a sexual nature will be considered to be harassment when:

1. Submission to such conduct is made a term or condition, either explicitly or implicitly, 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 the individual.
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment, racial or ethnic slurs, and other harassing language or conduct have no place in our business. Sexual or other harassment by an employee is grounds for immediate termination.

Any employee who is subjected to or observes such conduct is to contact his/her supervisor or any other supervisor or member of management and Human Resources. The Company will investigate the matter and take appropriate action. All employees are expected to cooperate with the investigation. Information provided by the individual will be treated as confidential and only be provided to those persons who have a need for the information or when it is required in the course of investigating the complaint. Failure to cooperate or providing false information in an investigation can lead to discipline, including discharge.

Statement of Understanding I have read and understand the information on Sexual Harassment in the Workplace and the policy for Rhythm & Blues regarding harassment. While employed by Rhythm & Blues , I agree to conduct myself in a manner which supports the behaviors outlined in the Personnel Guidelines Manual and above-mentioned document. I further understand that if I behave in a manner that is in violation of these documents, I may be subject to disciplinary action up to and including dismissal. Employee Name: _____ Signature: _____ Date: _____
--

Policy Manual

EMPLOYEE PROFILE FORM

Name: _____ Date of Birth: _____

S.S. #: _____

Home Phone: _____ Cell Phone: _____

Home Address: _____

City: _____ State: _____ Zip: _____

Hire Date: _____ Store Location: _____

Position: _____ Wage: _____ Are you Serve Safe Certified? _____

File Information (Circle One)

Rhythm & Blues Enterprises, LLC and Rhythm & Blues Entertainment, LLC is subject to certain governmental recordkeeping and reporting requirements for the administration of civil rights and regulations. In order to comply with these laws, we invite employees to voluntarily self-identify their gender and ethnicity by completing the following Employee Profile information.

Submission of this information is voluntary and refusal to provide it will not subject you to any adverse treatment. The information will be kept confidential and will only be used in accordance with the provisions of applicable laws, executive orders, and regulations, including those that require the information to be summarized and reported to the federal government for civil rights enforcement. When reported, data will not identify any specific individual. The Employee Profile information will be kept Confidential.

Marital Status: Single Married

Ethnic Code: White = 1 Black or African American = 2 Hispanic or Latino = 3

Native Hawaiian or Pacific Islander = 4 Asian = 5

American Indian/Alaskan Native = 6 Two or more races = 7

Gender: Male Female

Education: Diploma No College Some College 2 – Year Degree
Coursework Completed

4 – Year Degree

If 2 or 4 Year Degree, what was your major/field of study? _____

Which best describes your Previous Experience?

Fine Dining Cafeteria Casual Retail Other

How did you find out about Rhythm & Blues ? _____

Emergency Contact Name: _____ Phone: _____

Signature: _____ Date: _____

FRATERNIZATION POLICY

Employment of Relatives/Dating

We do not prohibit employment of relatives, but will not approve job assignments that create or appear to create conflicts of interest or favoritism, as determined by the Company.

- ❖ “Relative” in these instances, includes legal relatives through blood or marriage as well as others living together as a couple or family.
- ❖ No employee can be the approval signature affecting wages, hours, and working conditions of a relative, nor can one relative directly supervise the other.
- ❖ Dating is not allowed between employees with any type of reporting relationship to each other. “Reporting relationship” includes:
 - ❖ An Employee with direct or indirect control over or with the authority to take disciplinary action about the other.
 - ❖ An Employee, who audits, verifies, receives, or handles money that is the responsibility of the other.

Participation by a manager or supervisor at any social event or function involving team members (i.e. parties, sporting events) should be carefully reviewed to ensure that it does not compromise the integrity of the team member and the Company. Such participation must be approved by the individual's supervisor in advance so as to avoid subsequent misunderstandings.

Managers/Supervisors who become involved or feel that they may become involved in such a relationship must request a transfer. Whether these dating or living situations exist or where they develop through promotion or transfer, action will be taken to transfer or terminate either of the involved parties within a reasonable period of time after the relationship has developed or was established. If a transfer or termination is necessary, the involved supervisor will recommend, to his/her supervisor, which one of them should be transferred or terminated.

The decision to transfer or terminate is the prerogative of the superior of the involved parties. It is the responsibility of the involved supervisor to make his/her superior aware of the situation. Team members or managers/supervisors who are transferred under the provisions of this policy are transferred solely for the team member's benefit and the company assumes no obligation to pay expenses for this relocation.

Each situation will be evaluated on an individual basis and decisions will be made in the best interest of the employee and company.

Employee Signature

Date

Policy Manual

Rhythm & Blues
Travel Expense Report

Name: _____ Billed To: _____

Date of site Visit: _____ Unit Visited: _____

Date Submitted: _____

Purpose of Visit: _____

Special Instructions: _____

<u>Expense</u>	<u>Amount</u>	<u>Billed To</u>	<u>Description of Expense</u>
Automobile*			
Gas			
Car Rental			
Parking Fees			
Tolls			
Mileage			
Meals* (List Separately)			
Travel*			
Lodging			
Airfare			
Supplies*			
Miscellaneous			
Total Cost of Visit	\$		

*Receipt Required

Employee Signature: _____

Approved By: _____

Rec'd" _____

Pay Out Date: _____

Amount:\$ _____ Check #: _____

Rhythm & Blues MANAGER ALCOHOL SERVICE POLICY

Team Members Must be 18 years of age or older to participate in the sale, preparation or service of any Alcohol Beverage.

1. **Managers will not allow service to anyone under the age of 21.**
 - **Rhythm & Blues** employs a “zero tolerance” policy regarding serving minors
 - It is the law and policy not to serve any Guest under the legal drinking age of 21
 - Team Members violating this policy can face immediate termination and are subject to fines and possible Criminal charges
2. **Managers will not allow service to anyone who is intoxicated, Managers must execute the following:**
 - Periodically cycle through the Store on every shift and observe Guest’s behavior and consumption
3. **If an intoxicated Guest requests another alcoholic beverage, Managers must execute the following:**
 - Do not serve another alcoholic beverage *under any circumstance*
 - Communicate to the Guest, “I am sorry, but I cannot serve you anymore alcohol.”
 - Communicate to all Team Members that the Guest has been cut off
 - Offer non-alcoholic alternatives, including food and beverage
4. **If an intoxicated Guest leaves the restaurant and attempts to drive, Managers must execute the following:**
 - Never attempt to physically stop a Guest from leaving the restaurant or driving
 - Inform the Guest that the authorities will be notified of their departure
 - Immediately alert the authorities to provide a description of the automobile and the direction the Guest drove
 - *Never leave the restaurant to pursue a Guest*
5. **It is the Manager’s responsibility to ensure ALL Team Members have been properly trained on Responsible Alcohol Service**
 - Certify ALL F.O.H. Team Members according to **Rhythm & Blues** Policy
6. **Team Members of legal age may consume alcohol at Rhythm & Blues on their day off. The following guidelines apply:**
 - The restaurant must be open for business to the public;**
 - The team member may not be in uniform;**
 - The team member must be seated in the dining area and being attended to as a Guest;**
 - The team member must be consuming food as well as alcohol; and**
 - The team member must be held to the same standards of alcohol consumption as a Guest.**
7. **Any violation of the Alcohol Service Policies will be considered a serious violation.**
 - Disciplinary action will be taken up to and including termination. By my signature below, I hereby acknowledge that I have read, understood, and have fully familiarized myself with the contents of the **Rhythm & Blues** Alcohol Service Policy and the law.

Manager's Signature

Date

General Manager/ Area Supervisor

Date

RHYTHM & BLUES TEAM MEMBER ALCOHOL SERVICE POLICY

Team Members must be **18 years of Age or Older** to participate in the sale, preparation, or service of any Alcohol beverage.

1. **Team Members will not serve alcoholic beverages to anyone under the age of 21.**
 - **Rhythm & Blues** employs a “zero tolerance” policy regarding serving minors
 - It is the law and our policy not to serve any Guest under the legal drinking age of 21
 - Violating this policy you can face immediate termination and are subject to fines and criminal charges
2. **Team Members will ask ALL Guests who look under the age of 30 for proper identification.**
 - *Proper Identification includes:*
 - State-issued driver’s license or State-issued I.D. – not expired, with photo
 - Military I.D. – not expired, with photo / Passport – not expired, with photo
 - *What to look for when checking an I.D.:*
 - Birth date – subtract date from the current year; **the server is personally liable by law to check DOB**
 - i Ensure the height, weight, and photo match of the Guest
 - *What to do if you detect a problem I.D*
 - i Notify a Manager – have the Manager validate I.D.
3. **Team Members will not serve alcoholic beverages to anyone who is intoxicated.**
 - Never serve a Guest alcohol if there are visible signs of intoxication
 - *Visible signs of intoxication:*
 - i Relaxed inhibitions– loud speech, being overly friendly, changing voice from soft to loud
 - i Impaired judgment– complaining about the beverage, being argumentative, using foul language
4. **Team Members will immediately notify a Manager in the event:**
 - y Guest enters the restaurant intoxicated – Manager will refuse service to the Guest
 - y Guest becomes intoxicated – *Manager will cut the Guest off*
 - y Guest attempts to leave the restaurant – Manager will gather information for authorities
 - y Guest displays behavioral changes – *Manager will cut the Guest off*
5. **Team Members will not leave the restaurant in an attempt to recover payment or pursue a Guest.**
6. **Team Members who serve alcoholic beverages (Host, Bartenders, Servers) must be of legal age to sell and serve and successfully complete the required certification requirements.**
7. **Team Members of legal age may consume alcohol at Rhythm & Blues on their day off.**

The following guidelines apply:

 - The restaurant must be open for business to the public;
 - The team member may not be in uniform;
 - The team member must be seated in the dining area and being attended to as a Guest;
 - The team member must be consuming food as well as alcohol; and
 - The team member must be held to the same standards of alcohol consumption as a Guest.
8. **Team Members cannot consume alcoholic beverages while working or come to work under the influence**
9. **Any violation of Rhythm & Blues Responsible Alcohol Service Policies will be considered a serious violation.**
 - Disciplinary action will be taken up to and including immediate termination

By my signature below, I hereby acknowledge that I have read, understood, and have fully familiarized myself with the contents of Responsible Alcohol Service, **Rhythm & Blues** policies, and the law.

Team Member’s Signature

Date

Manager’s Signature

Date

Policy Manual

Tip Pooling Agreement

I understand Rhythm & Blues Enterprises, LLC and Rhythm & Blues Entertainment, LLC ("TJF") requires all cashiers pool their Tips with other cashiers as a condition of their employment with TJF. A copy of the current procedure entitled "Calculating and Distributing Tips" (the "Policy") is attached to this agreement.

I agree to turn over all Tips I receive to TJF in accordance with the Policy. I further agree that such Tips will be pooled with the Tips of all other cashiers and distributed in accordance with the Policy.

I understand that all Tips allocated to me pursuant to the Policy will, in accordance with law, be reported to the IRS as taxable wages and they will be subject to employment tax withholding. The allocated Tips will also be subject to income taxes and income tax withholding.

I further understand and agree that TJF may elect to withhold employment and income taxes from my allocated Tips prior to remitting them to me pursuant to the Policy. I further understand that payroll and income taxes allocable to my allocated Tips will be withheld from my non- Tip wages if TJF does not elect to withhold payroll and income taxes from my allocated Tips.

In the event my non-Tip wages are not sufficient to cover the amount of payroll and income taxes TJF is required by law to withhold from my allocated Tips, I agree to promptly remit such taxes to TJF on demand.

TJF shall be permitted to revise the Policy and this agreement at its sole and absolute discretion.

I have read and understand the tip pooling procedures stated above, and agree to participate in the tip pooling and redistribution program from this day forward.

(Employee's Signature)

Date

(Print Employee's Name Here)

Employee H.E.A.T Review

Employee Name: _____ Managers Name: _____
S.S. #: _____ Date: _____

H.E.A.T. Scale

Exceeds Expectations =3 Meets Expectations =2 Needs Development =1 Below Expectations =0

- ___ Is the employee committed to providing guests with fresh food and outstanding service?
- ___ Is the employee dependable and hardworking?
- ___ Does the employee take pride in his/her appearance and follow Tijuana Flats uniform standards?
- ___ Does the employee illustrate Tijuana Flats CORE Values while in the restaurant?
- ___ Does the employee display a positive approach?
- ___ Has the employee set development goals for his/her position; strive to become a Trainer?
- ___ Does the employee work every shift with a positive, upbeat attitude?
- ___ Is the employee committed to providing a fun and friendly atmosphere for all guest?
- ___ Does the employee display a sense of urgency?
- ___ Is the employee consistently self-managed and highly productive?
- ___ Does the employee display our culture by providing a fun and unique atmosphere for our guest?
- ___ Does the employee consistently demonstrate the proper procedures for his or her job function?
- ___ Is the employee knowledgeable of all positions?
 - BOH = Food Runner, Plater, Wrapper, Builder, Prep
 - FOH = Greeter, Register, Floor, Togo Service, Food Runner
- ___ Does the employee consistently finish all side work and complete checklist on each shift?
- ___ Does the employee remain guest focused on the each shift by consistently anticipating and exceeding guest expectations?
- ___ Does the employee follow all policies and procedures?
- ___ Is the employee considered approachable by his/her co-workers?
- ___ Does the employee foster teamwork on his/her shift by seeking ways to be of assistance to fellow team members?
- ___ Does the employee display leadership in his/her position?
- ___ Does the employee work well and take instruction well from Managers?
- ___ Does the employee communicate well with others?

Total **Score** **Notes:** _____

	/21		

COMMENTS & QUESTIONS:

What 3 area do you feel need improvement in the restaurant? _____

As an employee what do you feel you can do to improve these areas? _____

What can we do to be a more effective Management Team? _____

Policy Manual



1170 Tree Swallow Drive, Suite 311, Winter Springs, FL 32708
Phone 407-677-1569 · Fax 407-264-6567 · www.rhythm-n-blues.net

MIT Wage Agreement
Fixed Hourly Rate and
Fixed Sum for

Constant Amount of Overtime

MIT Name _____ Training Store _____
Job Title _____ SSN# _____

As a Manager in Training (“MIT”) with Rhythm & Blues, for the first six weeks of your employment you will be attending training at store _____. During the training program you will be paid a regular rate of \$_____per hour for the first 40 hours of work in a week and \$_____for hours worked over 40 in one week (Time and one-half). You will be scheduled fifty-five hours of work in each week as long as you are classified as a MIT.

During the time you are classified as an MIT, you will clock in and out for your shift.

Hours will include:

- i Work at assigned store
- i Breaks
- i Study time
- i Meetings/Directional
- i MIT Conference

I acknowledge and agree to the foregoing method of payment of my wages during my training period. I understand that Rhythm & Blues is on a Bi-Weekly pay cycle.

I understand that neither this form nor any other gives me the right to continue employment with Rhythm & Blues, and that I have the right to terminate my employment at any time with or without reason and that Rhythm & Blues has the same right.

Manager Signature _____ Date _____

Witness Signature _____ Date _____

Rhythm & Blues GUEST INCIDENT REPORTING FORM

Name and Address of Guest: _____

Guest Phone #: _____ Alternate Phone #: _____

Guest Date of Birth: _____ Guest Gender: _____

Best Time to Contact: _____

Location Code (Store #): _____

Address: _____

Detailed Description of Incident (use additional paper in necessary):

Restaurant Condition at time of Accident:

Witness #1 Name: _____

Address: _____

Phone #: _____ Alternate Phone #: _____

Actions Taken as a Result of Incident: _____

Name and Address of Medical Facility (if applicable): _____

Date and Time of Incident: _____

Name of Manager on Duty: _____

Signature of Manager on Duty: _____

Rhythm & Blues EMPLOYEE INJURY SUPPLEMENT

Time Employee's Shift Started: _____

Time Employees Shift Ended: _____

Type of Injury / Detailed Injury Description:

Body Part(s) Affected:

Specific Activity the Employee was Engaged in while the Accident Occurred:

Were Applicable Safeguards or Safety Equipment Provided (if applicable, please describe):

If yes, were they used?

The Provider may call (407) 677-1569 for any additional information.

Policy Manual

Rhythm & Blues



Performance Evaluation

Name: _____ Supervisor: _____

Date: _____ Last Review Date _____

Performance Measurement Scale : Road to GM Traits Highlighted

Exceeds Standards = 2 Meets Standards = 1 Below Standards = 0

Areas of Measurement	6 MONTH REVIEW Date: _____
<u>Personal Effectiveness</u> i Driven/Proactive "Get It Done Now" attitude i Develops strong/positive employee relationships i Organization Skills i Character & Integrity i Motivating management style	Score: _____ Comments:
	1 YEAR REVIEW Date: _____
	Score: _____ Comments:
Areas of Measurement	6 MONTH REVIEW Date: _____
<u>Communication Skills</u> i Shift plans clearly communicated i Listens to employees & other Managers i Approachable even during difficult times i Communication is positive, clear and relevant i Positive & upbeat	Score: _____ Comments:
	1 YEAR REVIEW Date: _____
	Score: _____ Comments:

Policy Manual

Areas of Measurement	6 MONTH REVIEW Date: _____
<p><u>Guest Service</u></p> <ul style="list-style-type: none"> i Provides a shift atmosphere that is both energetic & fun i Treats all employees and guest with respect i Leads by example i Is "obsessed" with providing excellent guest service i Challenges and awards employees Shopper performance 	Score: ____ Comments:
	1 YEAR REVIEW Date: _____
	Score: ____ Comments:

Areas of Measurement	6 MONTH REVIEW Date: _____
<p><u>Dynamic Leadership</u></p> <ul style="list-style-type: none"> i Manages by the Mission and Values i Uphold TJF high standards i Understands and Accomplishes Goals i Works consistently at Team Building i Inspires & Motivates i Consistently uses TFJ tools i Excellent attention to shift detail i Makes Timely tough decisions 	Score: ____ Comments:
	1 YEAR REVIEW Date: _____
	Score: ____ Comments:

Policy Manual

Areas of Measurement	6 MONTH REVIEW Date: _____
<p><u>Employee Development</u></p> <ul style="list-style-type: none"> i Involved in Selection, hiring and training of new hires i Training manuals and all tools used correctly i Plan in place for retention to reduce turnover i Conducts effective HEAT talks each shift i Takes pride in employee development i Acts as a Mentor i Directional's, Line ups and Employee meetings i Turnover % _____ 	<p>Score: _____</p> <p>Comments:</p>
1 YEAR REVIEW Date: _____	
This section is shared with the table above	<p>Score: _____</p> <p>Comments:</p>

Areas of Measurement	6 MONTH REVIEW Date: _____
<p><u>Financials</u></p> <ul style="list-style-type: none"> i Understanding of monthly budgets i Works at obtaining budget number (FC, Labor,) i Uses declining balance to track spending i Plans in place to achieve weekly and monthly projections i Overall Profit & Loss Performance i HR systems in place Training systems <p><u>Performance areas</u></p> <ul style="list-style-type: none"> i 6 month Shopper Ave. i 6 month Inspection Ave. i 6 month P&L Performance 	<p>Score: _____</p> <p>Comments:</p>
1 YEAR REVIEW Date: _____	
This section is shared with the table above	<p>Score: _____</p> <p>Comments:</p>

Policy Manual

Review Score	6 MONTH REVIEW Score: _____	YEARLY REVIEW Score: _____
---------------------	---------------------------------------	--------------------------------------

Manager Signature: _____

Supervisors Signature: _____

6 MONTH REVIEW SUMMARY AND GOALS:

YEARLY REVIEW SUMMARY AND GOALS:

Policy Manual

*Unemployment Compensation Employee Acknowledgment of
Probation*

Company Name: Tijuana Flats

Employee Name: _____

Social Security Number: _____

Date: _____

VERY IMPORTANT – this form must be signed by the EMPLOYEE within the first SEVEN (7) days of his or her employment to be valid under the law.

I understand that I am on probation as an employee for the first ninety (90) days of my employment which started on _____(date) for the purpose of the Florida "Unemployment Compensation Law." I understand that if my employer discharges me for unsatisfactory work performance under the Florida "Unemployment Compensation Law" he will not have his account charged for any unemployment benefits I might be eligible for in the future.

I acknowledge that I signed this form within seven (7) days of my employment.

Employee Signature

Date Signed

Employee Name (type of print)

Social Security No.