



Employment Handbook & Policies

Essig & Associates, Inc.

Independent Franchisee Owner/Operator

EMPLOYEE INFORMATION

Name: _____ Date of Birth: _____

Street Address: _____

Tel No: _____ Cell No: _____ Sex: Male Female

Emergency Contact Person: _____ Phone: _____

HEALTH CONSIDERATIONS:

1. Do you agree to report to your restaurant manager if you have an illness diagnosed by a health practitioner due to Norovirus, Salmonella (including Typhoid), Shigella, shiga toxin producing or other type of ESCHERICHIA COLI, Campylobacter, or Hepatitis A or E Virus? Or if you have been in close contact with someone at home, work or school that is ill with one of these foodborne pathogens?

Yes No

2. Do you agree that you will report to your restaurant manager an onset of the following symptoms*, including the date of onset while either at work or outside work? *diarrhea, vomiting, jaundice, sore throat, a lesion containing pus such as a boil or infected wound that is open or draining even if the lesion is protected and covered.

Yes No

3. Do you agree to report to your restaurant manager any Health Department or Board of Health investigation in which you may be involved?

Yes No

By signing below, I acknowledge that I have read and understand ALL of the information and policies in this document and I will abide by them for the duration of my employment. I acknowledge that any violation of these policies will result in disciplinary action up to and including termination.

Employee Signature

Date

GENERAL POLICIES AND PROCEDURES

We are glad to have you as a part of our team. This can be a very enjoyable job where you can meet a lot of people and make a lot of friends. However, this job also involves hard work, physical stamina, dealing with a public that is not always friendly, and working with a diverse group of people. It also requires keeping the restaurant clean by doing dishes, cleaning work areas and restrooms, taking out the trash, and mopping floors. You may be asked to bring up stock. You may be asked to work late or come in early, or work on a day you were not scheduled. You will definitely be asked to maintain a high energy level and a courteous, friendly helpful manner while working.

EQUAL EMPLOYMENT OPPORTUNITY - Equal Employment Opportunity has been, and will continue to be, a fundamental principle, where employment is based upon personal capabilities and qualifications without discrimination because of race, color, religion, sex, age, national origin, disability, or any other protected characteristic as established by law. This policy of Equal Employment Opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, termination and all other terms and conditions of employment.

EMPLOYMENT AT-WILL - The relationship that exists between Essig & Associates, Inc. (the company) which does business as McDonald's, and each of its employees is employment at will. This means that an employee is free to terminate his or her employment at any time, for any reason, with or without cause or prior notice. Similarly, Essig & Associates retains the right to terminate an individual's employment at any time, for any reason, with or without cause or prior notice, at its sole discretion. Nothing in these policies should be deemed to change or modify your status as an employee at will. Nothing contained in these policies is contractual and may be changed by management at any time at their discretion.

PERSONNEL FILES – Employee personnel files are maintained for the exclusive use of the employer and are the exclusive property of the employer. Employees may not access their personnel files for any reason.

PARKING – The manager conducting your orientation will explain this.

CLOCKING IN – DO NOT clock in for work until you are ready to report to your station. In other words, put your personal articles away, be in complete uniform, and have all other personal business attended to before clocking in. This also applies to coming back from break.

SANITATION – All crew members MUST wash their hands before handling our food products. You are required to wash your hands before reporting to your station, after handling trash, coughing, touching your face or hair, sneezing, returning from break, and returning from the restroom. Hourly hand washing is required to ensure proper hand sanitation. You should periodically use the anti-microbial hand lotion. We cannot stress enough the importance of good sanitation and personal hygiene.

GUM/TABACCO – Employees will not chew gum or use chewing tobacco while on duty.

DRUG-FREE WORKPLACE – We are committed to achieving and maintaining a drug and alcohol free workplace. The use of alcohol or illegal drugs during scheduled work times (including meal and breaks periods) by an employee may not be tolerated and may lead to termination. Illegal drugs include illegal narcotics, inhalants, and illegally obtained prescription drugs. We will not tolerate any employee coming to work or being on property under the influence of any drug, or the use of drugs while working. We reserve the right to require an employee to be tested of alcohol or drugs, or to resign when there is reasonable suspicion of drug or alcohol use at work. If tests for drugs or alcohol are refused by an employee they are subject to termination.

COURTESY – Rudeness or discourtesy to a customer or fellow employee may be grounds for immediate termination.

DRIVE THRU AND COUNTER SERVICE – The most important aspect we are going to stress is service. Don't stand there and finish your conversation, wait on the customer! Don't turn your back to the front counter. Drop whatever cleaning duties you are doing and wait on the customer. Get that customer waited on as quickly and cheerfully as possible.

By signing below, I acknowledge that I have read and understand ALL of the information and policies in this document and I will abide by them for the duration of my employment. I acknowledge that any violation of these policies will result in disciplinary action up to and including termination.

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HEADSETS – There will be no swearing on the headsets, talking about customers, or any other gossip. The headsets are to be used only for McDonald’s business. Any violation will result in disciplinary action up to and including termination.

PROMOTIONS – Employees will not use in-store coupons or play game promotions. Any violation of this policy will result in disciplinary action up to and including immediate termination.

GIVING AWAY/NOT RINGING UP FOOD – You may be under pressure from friends to give food away when they come into McDonald’s. This is strictly forbidden and grounds for immediate termination. Any and all food transactions **MUST** be rung up on the register, even in rush periods. Do not place money somewhere to be rung up later. Anyone found not ringing up all sales will be terminated immediately. No warning other than this will be given. You will be subject to prosecution.

WASTE PROCEDURES – All products dropped, returned by customers or otherwise wasted shall be disposed of properly and recorded for food control purposes. An employee will not consume food that is wasted. Any violation of this policy will result in disciplinary action up to and including immediate termination.

UNDER 18 EMPLOYEES – No one under the age of 18 can operate the trash compactor or use their vehicle for company purposes.

EQUIPMENT – Any intentional destruction of equipment or building will result in immediate termination and prosecution.

EMPLOYEE VALUABLES – Essig & Associates is not responsible for lost or stolen articles. There are lockers in the crew room for your use. You may bring your own lock and you must remove it at the end of your shift. Employees are free to utilize the lockers, however, lockers are subject to search by management if management has reason, in management’s sole discretion, to believe the employee has violated company policy, is using the locker to store illegal substances, or has stolen from the company.

SECURITY – A manager must be present when opening the back door. All other security policies explained to you by the manager must be followed for your own personal safety and the safety of others.

PHONE CALLS – Incoming phone calls will not be tolerated unless it is an emergency. You may use the store phone for rides home only.

LOITERING – Off duty employees, friends, and relatives should not loiter around the store. Employees when not working will not hang around the store. No one is to go behind the counter when not in uniform, unless approved by the manager in charge of the shift.

MEDIA RELATIONS - Any handling of the media or discussing any McDonald’s related incidents with the media is strictly forbidden. For example: robberies, customer or employee incidents, issues with food, etc. All media inquiries should be referred directly to the owner/operator. If any person violates this policy it will result in immediate termination.

CHECKS – No customer checks or employee checks will be cashed at the restaurant (personal or payroll). Any violation of this policy will result in disciplinary action up to and including immediate termination.

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CODE OF CONDUCT

Essig & Associates over the years has always had a mission to “protect and enhance the good name of McDonald’s,” while conducting its Business with integrity for both its employees and customers. In that spirit, the Company has created the “Essig & Associates Code of Conduct,” which identifies each employee’s moral responsibilities to the Company and its customers. It is important that each employee fully understand each Code as we conduct our Business. Questions regarding any specific details should be directed to your General Manager or Supervisor.

- ✓ I will at all times conduct myself in a professional manner, both with customers and fellow employees.
- ✓ I will not participate in any form of harassment of either fellow employees or customers, whether verbal or physical at any time. I understand there is a zero tolerance policy for harassment and violence, whether verbal or physical at any time.
- ✓ I will always be mindful of our Company’s fine reputation in all my actions, both in and out of the workplace.
- ✓ I will exercise my responsibility to protect the merchandise and property assets of the Company.
- ✓ I will comply with all Company policies and procedures, including always showing respect to fellow employees.
- ✓ I will under no circumstances remove Company money, merchandise or property, falsify Company documents, or in any way willfully create erroneous Company information.
- ✓ I will communicate to management all situations where I witness or perceive Company policy violations have taken place or where assets have potential for loss.
- ✓ I will under no circumstances represent the Company while under the influence of alcohol or illegal drugs; either in the restaurant or at any Company approved activities. Also, I will not bring alcohol or drugs onto McDonald’s property or its functions.
- ✓ I will not utilize foul language or swearing in the restaurant or at any Company approved activities.
- ✓ I will reflect excellent customer service in every customer related transaction. I will not allow any customer to provoke me to lose my temper and misrepresent McDonald’s.
- ✓ I will embrace the spirit of TEAMWORK with my fellow employees. I will be understanding and cooperative when they ask for my assistance and will be polite and courteous when I ask for their help in return.
- ✓ I will communicate to my manager or supervisor any concerns I have regarding 100% employee and/or customer satisfaction. I understand it is all of our responsibility to make this a better place for our employees and customers.

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PERSONAL ELECTRONIC DEVICES

We prohibit the use of any electronic device (cell phone, pager, iPod/iPad, tablet, MP3 player, etc.) during working hours which includes closing, cleaning, etc. This includes receiving calls, making calls, e-mailing, instant messaging, surfing the internet and texting, except in the event of an emergency where 911 must be called.

You must keep your electronic device(s) put away at all times. If you are caught using these items during your shift, you will be subject to disciplinary action up to and including termination.

Any employee who is operating a motor vehicle for McDonald's business is prohibited from using a cell phone, hands on or hands off, while driving, whether the business conducted via the cell phone is personal or company related. This prohibition includes receiving or placing calls, text messaging, surfing the internet, receiving or responding to e-mail, or checking for phone messages while driving.

For purposes of this policy, "cell phone" is defined as any handheld electronic device with the ability to receive and/or transmit voice, text or data messages without a cable connection (including but not limited to, cellular telephones, digital wireless phones, radio-phones/walkie talkies, telephone pagers, PDAs or RIM wireless devices).

No employee may use any company owned piece of equipment to charge their mobile device.

Any violations of this policy will result in the following disciplinary action.

- 1st Offense: Written Warning
- 2nd Offense: 3 Day, Unpaid Suspension
- 3rd Offense: Immediate Termination of Employment

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PERSONAL APPEARANCE

It will be at the Supervisor or Manager's discretion if your appearance does not meet these specifications:

UNIFORMS – You must wear a CLEAN McDonald's uniform. Your McDonald's uniform consists of the following:

- ✓ McDonald's uniform shirt (shirt must be worn tucked in)
- ✓ McDonald's hat or visor
- ✓ Black Dockers style pants worn with a belt.
- ✓ Name Tag
- ✓ Jeans, cargo style pants (those with large pockets), leggings or knit pants are unacceptable.

The company will provide crew members with McDonald's uniform shirts, and one McDonald's hat or visor. After the first McDonald's hat, you will be charged for replacements. You will provide the black Docker style pants. All outerwear (jackets, sweatshirts, sweaters) must be McDonald's wear.

SHOES - Shoes shall be non-skid soles, dark, and polishable. For safety reasons, no gym shoes, running shoes, high heels, or open toed shoes are allowed.

HYGIENE - All employees are required to maintain the highest standards relating to personal hygiene including regular bathing and use of deodorant, clean hands, and clean fingernails.

JEWELRY, BODY PIERCING & TATTOOS – should not be visible to our customers. You may be asked to cover tattooed arms or pierced areas, remove piercings, or be positioned out of view of the customer. No items that could be deemed offensive should be visible.

HAIR - should be styled so it is kept restrained back and off of the face. Hair coloring must be in good taste. You may be required to wear a hat.

FACIAL HAIR - A clean-shaven appearance is required. However, facial hair is permissible in the form of a mustache or closely groomed goatee or beard. A mustache must be neat, clean and not of a length which exceeds the corners of the mouth or overlapping the upper lip. Sideburns should be styled not to extend below the ear lobe and will be groomed to avoid becoming overgrown.

COSMETICS - The use of cosmetics should be subtle and in good taste. This includes hair coloring, face makeup, nail polish and colognes. Common sense should prevail. It is at the sole discretion of the manager if your appearance does not meet these specifications.

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SCHEDULING, ATTENDANCE AND TIME OFF

Reliability is one of the most important factors in your success. We require it. It is key that all employees are committed to working their scheduled shifts. Recurrent absences create hardship on co-workers and your store. If it becomes necessary for you to be absent because of a previously scheduled event, notification of at least 14 days in advance is asked of you, so the schedule for the week can be made without changes to your co-workers schedules.

SCHEDULE - Regardless of the shift availability you were employed for, the hours you are scheduled to work are based on the sales and requirements of the restaurant. There is no guaranteed minimum or set number of hours per week.

REQUESTING TIME OFF - Requested time off must be submitted in writing before schedules are posted. Only the shift manager can approve any changes after the schedules are posted. If you need time off and the schedules are already posted, it is your responsibility to find another employee to work in your place and have the change signed off by the Manager. Your management team will assist you in helping you find a replacement. Each store has a designated spot for day off request forms and your manager will show you where it is. Any changes are to be initiated by the Manager making the change.

ILLNESS - If you are ill, you must call in as soon as possible before your shift. We would appreciate at least *2 hours of notice*. Openers are to call in the night before, if possible. If you do call in sick, it is at the discretion of the manager whether or not you will need a doctor's excuse. If a manager suspects foul play for any reason, you may be given an unexcused absence.

UNEXCUSED ABSENCE - It is at the manager's discretion as to which reasons will be accepted as excused or unexcused. If you have gone home sick or have called in sick the day paychecks are to be given out and you come in to pick up your check, you will be given an unexcused absence.

- 1st offense: written warning
- 2nd offense: termination

UNEXCUSED LATENESS - This is a serious offense and we urge you to take all precautions to insure arriving for your scheduled shifts on time. It is at the manager's discretion as to which reasons will be accepted as excused or unexcused.

- 1st offense: written warning
- 2nd offense: 3-day suspension

JURY DUTY/COURT APPEARANCE - If you are summoned for jury duty, or any other court appearance, you must notify the manager as soon as you find out. You will not be paid for this time. If you have earned vacation time, you may request to use your vacation days during this period.

BEREAVEMENT/FUNERAL LEAVE - If you need to attend a funeral or need time off due to the loss of a family member or loved one, you must notify the manager as soon as you find out. If you have earned vacation time, you may request to use your vacation days during this period, otherwise you will not be paid during this time off.

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MEAL AND BREAK POLICIES

BREAKS - A 30-minute unpaid break will be given for shifts of 6 hours or more. There are no split breaks. You are allowed only 30 minutes total! This is to include time to prepare your food, eat, and take care of personal needs. You need to "break out" before you get your food ready, etc. You must take your break in the crew room unless okayed by a manager. *If you are taking your break in the lobby, please be aware of customer perceptions of your behavior. For example, if you sit in the lobby and there are dirty tables all around you for our customers that provides a negative perception to our customers. Or, if you are taking a break and we are very busy, you may need to clock back in to help out for a few minutes until we are caught up. You are expected to clean up after yourself.

FREE MEAL ALLOWANCE –

Free meals must be consumed on site either immediately before or after your shift or during a break period.

- If you are scheduled to work 6 hours or more you will be allowed \$7.00 in food and drink.
- If you are scheduled to work less than 6 hours you will be allowed \$5.00 in food and drink.

If you go over the above allowance for food, you must pay the amount over at the time your break is rung up. Employees do not receive free food unless they are working.

- ✓ There are no split breaks.
- ✓ A manager **MUST** ring all break food up at the time of your break.
- ✓ Crew meals must be rang up and consumed at time of break.
- ✓ Crew meals cannot be taken off the premises or taken home for later.
- ✓ Crew meals cannot be given to another person.

If you are found to be violating this policy, it is considered stealing and you will be disciplined up to and including termination. If you have questions or concerns please see your Store Manager.

Department managers do not have a break policy. They may take breaks, eat, smoke, use the restrooms, etc. as they see necessary. If a shift manager is the manager in charge of the shift, these same guidelines apply to them. If a shift manager is not the manager in charge of the shift, any time spent smoking, drinking a coke, etc. will be at the discretion of the manager in charge.

SOFT DRINK/WATER CONSUMPTION - There are to be no cups at any station, nor are drinks to be consumed by employees in any location other than those specified by management. The health department prohibits drink in all work areas. If there are any questions, please see your manager.

If an employee wishes to have a drink of either soft drink or water, he/she should:

- ✓ Obtain permission from the manager on duty.
- ✓ Use a 12 oz. cold cup.
- ✓ Take this cup to the back sink area, consume the drink, throw the cup away, and return to your station.

SMOKE BREAKS - We have **NO** policy on smoke breaks. Since we do have employees that are smokers who want to take time to smoke during their scheduled shift at times other than their 30-minute break (if applicable), the following is the guideline concerning smoking: If you want to take time to smoke during your shift you must first get permission from the shift manager. If the shift manager okays it, you may **CLOCK OUT**, go to a designated area outside of the store away from the entrance/exit doors, smoke, wash your hands, **CLOCK BACK IN**, and report back to your station. This process should not take any longer than 5 minutes. We **DO NOT** allow split breaks to allow for smoking. Please be responsible enough to dispose of your cigarette butts appropriately! Do not leave them on the ground or in the landscaping for the maintenance person to take care of.

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CASH POLICIES AND PROCEDURES

REGISTER DRAWERS - All register people are responsible for their drawers. Every register person starts with a clean, unused drawer containing \$_____. The drawer is counted before any sales are rung up on it, to insure it contains \$_____. Any employee may clock in and count their drawer before a shift, provided they arrive 10-15 minutes early and have management approval. If the employee feels there is a problem with the drawer, a manager should be notified prior to the start of the employee's shift and any sales being rung up on the drawer.

CASH SHORTAGES /OVERAGES - \$0.50 over or short is acceptable for every \$100.00 in sales. If you violate the cash register policies, you will be disciplined as follows:

- 1st incident – verbal warning
- 2nd incident – written warning, possible removal from register
- 3rd incident – possible suspension or termination

OVER-RINGS - Call a manager! Employee is responsible for over-rings or refunds on their drawer. If over-ring or refund is not reported, then it will result in a shortage. Over-rings or refunds are to be handled as follows:

1. Stop the transaction as soon as you realize a mistake has been made and call for a manager.
2. Explain the problem to the manager and proceed as directed.
3. After the over-ring or refund slip is given to you, sign it in the space provided and place it in your cash drawer at the first opportunity.

GENERAL CASH POLICIES -

- A single large cash violation (\$10.00 or more) may result in possible removal from register, suspension, or termination.
- Place the customer's money across the drawer until change for the order has been made, then put the money into the drawer.
- All bills must be put into the drawer facing the same way, face down.
- Keep your drawer closed except when ringing up a sale.
- Ring up sales at the time they are made. If an error is made in ringing up, do not try to adjust it yourself. Notify a manager.
- The manager should handle any questions regarding change. Employees are not to make change between drawers or to make change for customers. Only managers make change.
- Never ring up a sale or make change for your own personal use.
- Register people should operate only the assigned drawer. You are not to ring on any other register other than the one assigned to you and you cannot permit any other employee to ring on your drawer. To assure security, you may ask that your drawer be closed when you leave.
- Never leave your assigned station unless asked by a manager. Always tell someone before leaving your station.
- Register people are not to accept tips. Any tips or customer's change left behind is to be put in the drawer.
- If a customer leaves behind any money, call a manager.
- A manager must take any bill over a twenty (\$50 or \$100).
- Counterfeit pens must be used to mark and verify any bill over a twenty.
- When a promotion coupon is taken, it must be kept in the cash drawer.
- If you promo something, you **MUST** get the receipt from the printer. If you do not have a coupon, an explanation must be put at the top of the receipt.
- Gift certificates must be redeemed using the correct button on the register. If this is not done correctly, your drawer will appear to have a cash shortage.
- Any incident of undercharging or giving away food will result in immediate termination and leave the employee liable for prosecution. **THIS IS STEALING!**

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STEALING

So that there can be no misunderstandings, the following is a list of actions which constitute "STEALING":

- "Taking Money" – Taking money in any unauthorized manner from the register, the safe, or failure to put all cash received into the register, failure to report all sales or record all cash received in the deposit constitutes STEALING.
- "Free Food" – Giving away any item for which McDonald's should receive payment (in full) constitutes STEALING. This includes fellow employees, customers and personally consuming items that have not been paid for or provided pursuant to company policy.
- "Under Ringing" – Failure to ring up on the register the full amount, which McDonald's should receive for any and all items given out, constitutes STEALING.
- "Coupon Redemption" – Theft of "promo" coupons or Gift Certificates themselves, unauthorized distribution, or failure to collect and account for a coupon for which "free food" was given out constitutes STEALING.
- "Employee Food" – All food consumed by the crew or managers are to be accounted for to the store manager within the guidelines established in each store. Failure to adhere to the store manager's policies on employee food, or consumption of any food, which you have not paid for or accounted for, is a form of STEALING. No management personnel may receive "free food" on days or at times they are not scheduled to work. Abuse of this policy is considered STEALING. All "Employee Food" will be consumed within the store unless otherwise approved by the store manager. Unauthorized consumption or use/distribution of "WASTED" products is considered STEALING.
- "Food/Store Property Out The Rear" – Taking any "raw product" food or paper items, operating supplies, small equipment or store property from the store for personal use constitutes STEALING.
- "Over-ring Slip" – To deliberately falsify an over-ring slip constitutes STEALING.
- "Payroll Falsification" – To deliberately alter or falsify your own or another employee's payroll record constitutes STEALING. To take another employee's paycheck without their permission is STEALING. If you are overpaid on a payroll check and do not report it for correction, it is STEALING.
- "Embezzlement" – To deliberately alter or falsify any cash records, inventory, statistical report, or any administrative records constitutes STEALING.
- "Stealing Time" – To clock in or remained clocked in for time that you are not working constitutes STEALING.
- "Customer Information" – To keep or maintain any information regarding a customer, such as a credit card, credit card number, account number off a check or other financial information of a customer constitutes STEALING.

TO KNOWINGLY STEAL WILL RESULT IN IMMEDIATE TERMINATION AND PROSECUTION! If there is proof that any of the above has occurred, you should be aware that STEALING is a crime, for which you may be prosecuted.

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SAFETY, INCIDENTS & INJURIES

CUSTOMER/EMPLOYEE INCIDENTS - Whether the incident concerns you, a fellow employee, or a customer (even if the person does not appear to be hurt) the manager needs to know about it. Failure to report any accident or injury may result in disciplinary action up to and including termination.

WORK RELATED INJURIES - If you are injured during working hours, you must report to a member of management within 24 hours of the incident. This is regardless if you need medical attention or not. Also, if you witness or have knowledge of an employee incident/injury, you must also report to management within 24 hours of the incident. If you need treatment, the manager will let you know which medical facility you are to visit. If you seek medical attention without management authorization or at a facility that is not approved by your manager, we will not be responsible for any expenses relating to the unauthorized visit. Any employee seeking medical attention due to a work-related accident may be automatically drug tested.

Any violations of this reporting policy will result in the following disciplinary action.

- 1st Offense: Written Warning
- 2nd Offense: 1 Day, Unpaid Suspension
- 3rd Offense: 3 Day, Unpaid Suspension

EMERGENCY SAFETY PROCEDURES –

Tornado Procedure

- ✓ In case of a tornado, you need to remain as calm as possible.
- ✓ The drive-thru team needs to notify any customers and get them to dry storage.
- ✓ The remainder of the crew needs to immediately get to a safe place in storage.
- ✓ Everyone needs to duck and cover.
- ✓ The manager needs to insure all employees are safe.

Fire Procedure

- ✓ In case of fire you need to immediately exit the building.
- ✓ If you are a counter or drive-thru person, exit out front doors.
- ✓ If you are in grill or behind the bin, exit out of the back or side door (if fire permits).
- ✓ The drive-thru runner needs to notify customers in lobby and bathrooms.
- ✓ The manager needs to grab the schedule to take roll.
- ✓ The grill production caller needs to notify the fire department.
- ✓ Once you have exited the building, please be calm and meet in front of the building so we can take roll.

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HARASSMENT POLICY AND COMPLAINT PROCEDURE

PURPOSE - The purpose of this Policy is to establish a strong commitment to prohibit and prevent unlawful harassment in employment, to define unlawful harassment, and to set forth a procedure for investigating and resolving internal complaints of unlawful harassment.

POLICY - Harassment of an applicant or employee by a supervisor, management employee, or co-worker on the basis of race, religion, sex, national origin, ancestry, disability, medical condition, marital status, age, or sexual orientation will not be tolerated.

This Policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation, and training.

Disciplinary action up to and including termination will be instituted for behavior described in the definition of harassment set forth below.

Any employee who witnesses harassment must also report that harassment to management or be subject to disciplinary action.

Any retaliation against a person for filing a harassment charge or making a harassment complaint is prohibited. Employees found to be retaliating against another employee shall be subject to disciplinary action up to and including termination.

DEFINITION - Harassment includes, but is not limited to:

Speech, such as epithets, derogatory comments or slurs, and lewd propositioning on the basis of race, sex, religion, national origin, ancestry, disability, medical condition, marital status, age, or sexual orientation. This might include inappropriate sex-oriented comments on appearance, including dress or physical features, sexual jokes, or race-oriented stories and jokes.

Physical acts, such as assault, impeding or blocking movement, indecent exposure, offensive touching, or any physical interference with normal work or movement when directed at an individual on the basis of race, sex, religion, national origin, ancestry, disability, medical condition, marital status, age, or sexual orientation. This includes pinching, grabbing, patting, propositioning, leering, or making explicit or implied job threats or promises in return for submission to physical acts.

Visual insults, such as derogatory posters, cartoons, or drawings related to race, sex, religion, national origin, ancestry, disability, medical condition, marital status, age, or sexual orientation.

Unwanted sexual advances, requests for sexual favors and other acts of a sexual nature, where submission is made a term or condition of employment, where submission to or rejection of the conduct is used as the basis for employment decisions, or where the conduct is intended to or actually does unreasonably interfere with an individual's work performance or create an intimidating, hostile, or offensive work environment.

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COMPLAINT PROCEDURE -

1. An employee or job applicant who believes he or she has been harassed may make a complaint orally or in writing with any of the following:
 - a. Store owner
 - b. Store manager
 - c. Immediate supervisor
 - d. Any other supervisor
2. If the harassment is being done by a member of management, the employee should report the harassment to the next level manager or to the owner if it is the Store Manager or Supervisor.
3. Any Store Manager or Supervisor who receives a harassment complaint should notify the Store Owner immediately.
4. Upon receiving notification of a harassment complaint, the Store Owner shall authorize and supervise the investigation of the complaint and/or investigate the complaint. The investigation will include interviews with:
 - a. the complainant
 - b. the accused harasser
 - c. any other persons the Store Owner has reason to believe have relevant knowledge concerning the complaint. This may include victims of similar conduct.
5. Review the factual information gathered through the investigation to determine whether the alleged conduct constitutes harassment giving consideration to all factual information, the totality of the circumstances, including the nature of the verbal, physical, visual or sexual conduct, and the context in which the alleged incidents occurred.
6. Report the results of the investigation and the determination as to whether harassment occurred to appropriate persons, including the complainant, the alleged harasser, the supervisors, and the Store Manager. If discipline is imposed, the discipline will not be communicated to the complainant.
7. If the harassment occurred, take prompt and effective remedial action against the harasser. The action will be commensurate with the severity of the offense.
8. Take reasonable steps to protect the complainant from further harassment.
9. Take reasonable steps to protect the complainant from retaliation as a result of communicating the complaint.

All employees, supervisors and managers shall receive a copy of this Policy when they are hired, or, if they are employed at the time at which it is adopted, then they will receive copies after its adoption.

By signing below, I acknowledge that I have read and understand ALL of the information and policies in this document and I will abide by them for the duration of my employment. I acknowledge that any violation of these policies will result in disciplinary action up to and including termination.

Employee Signature

Date

CHILD LABOR RULES FOR 14/15 YEAR OLD WORKERS

Acceptable Duties - 14/15-year-olds **MAY WORK** on these stations:

- ✓ Front Counter or Lobby
- ✓ Drive-through
- ✓ Draw Drinks
- ✓ Initiator
- ✓ Assembler

Prohibited Duties - 14/15-year-olds **MUST NOT** work on:

- ✓ Any grill surface
- ✓ Vats (cooking Pies, Filets, Nuggets, Chicken, Fries, etc.)
- ✓ Loading or unloading trucks or conveyors
- ✓ Working in walk-in freezers or refrigerators
- ✓ Working any split shift
- ✓ Any biscuit preparation
- ✓ Any machine set-up, tear down or repair work
- ✓ Operating any power-driven machinery
- ✓ Working on ladders, scaffolding, or roofs
- ✓ Operating any power-driven machinery
- ✓ Operating, adjusting, or cleaning electric or power-driven food slicers (including electric knives or cheese, vegetable and meat slicers or shredders)
- ✓ Working on any filtering task
- ✓ Operating elevators
- ✓ Performing roof work
- ✓ Operating any laundry equipment

Acceptable Work Hours -

While School is in Session

7 a.m. to 7 p.m., but never during school hours

No more than 8 hours on non-school days.

No more than 3 hours on school days.

No more than 6 days a week.

While School is NOT in Session

7 a.m. to 9 p.m.

No more than 8 hours on non-school days.

No more than 3 hours on school days.

No more than 6 days a week (40 hours a week).

Miscellaneous Provisions -

- ✓ The restaurant must obtain the employee's work permit and other required documentation *before* allowing the employee to work or attend orientation.
- ✓ 14/15-year-old employees must clearly be identified to all managers by wearing the correct identifying pin, visor, specially colored uniform and/or name badge at all times while working and on break.
- ✓ If the employee is entitled to a break, the employee must punch in and out for these breaks in order to document that the breaks are being taken.
- ✓ The employee must not work any split shift.
- ✓ The employee must not transfer from store to store, unless the transfer is permanent.
- ✓ The employee must sign off on any time punch changes.

As a 14/15-year-old employee of Essig & Associates, I will comply strictly with the Child Labor Rules of this independently owned and operated McDonald's franchise. I will remind any manager who asks me to work in violation of rules that I am a 14/15 year old employee and I will promptly advise the store manager, supervisor, human resources or owner/operator of any problems. Additionally, I understand that if I fail to follow these rules it could result in discipline up to termination of my employment.

By signing below, I acknowledge that I have read and understand ALL of the information and policies in this document and I will abide by them for the duration of my employment. I acknowledge that any violation of these policies will result in disciplinary action up to and including termination.

Employee Signature

Date

COMMUNICATION

Satisfying the needs of our employees and customers requires frequent communication. Your managers will be communicating with you in several ways. They will also be asking for your input on how to make things better. Here are some of the communication tools we use in this restaurant:

CREW MEETINGS– You are required to attend periodic meetings. You are paid for this time. A manager's OK is needed if you are going to miss a meeting. It is considered a no show if not OK'd by a manager. These formal meetings are held to discuss policies, upcoming events and sales promotions, or special situations. You will be paid to attend these meetings. We make an extra effort to make sure the meetings are fun and productive for you.

RAP SESSIONS – Rap sessions are small informal discussions between crew and management for the purpose of discussing ideas, suggestions and problems. These sessions will be held on an as needed basis determined by direction from your Owner/Operator, Area Supervisor, Head Manager, or upon request from the crew.

SATISFACTION SURVEYS – Our employees' opinions about our restaurant operations are very important to us. So from time to time, management may ask that you participate in a satisfaction survey. Your responses are always anonymous so that we can assure you of complete confidentiality. We use the results of the surveys to see how we're doing and to give us an idea of where we need to make improvements.

OPEN DOOR POLICY – We consider ourselves to be a very progressive and well-meaning company, yet we realize that everyone may, from time to time, have business related problems or concerns. We encourage you to discuss these types of situations with the members of your Management Team so they can assist you. For example, if you are experiencing problems with a fellow crew person or manager, and cannot resolve one on one with that person, feel free to bring the issue to your Management Team's attention. Likewise, if a member of management is at the center of a business-related, conflict, you have the right to consult your Restaurant Manager directly. If following these one-on-one discussions, you do not feel that the issue has been resolved; you are encouraged to discuss it with your restaurant's Area Supervisor or Senior Store Manager. If at the end of these discussions, you wish to further discuss the problem, please contact the Human Resources office at 816-903-5100. We value the results gained by keeping the door open for communication from any employee.

By signing below, I acknowledge that I have read and understand ALL of the information and policies in this document and I will abide by them for the duration of my employment. I acknowledge that any violation of these policies will result in disciplinary action up to and including termination.

Employee Signature

Date

PERFORMANCE REVIEWS

All employees will receive an annual performance review. Performance updates may be given more frequently when necessary. Wage increases for exceptional performance, availability changes, etc. will continue to be at the discretion of the Store Manager and Operations Director.

Crew, Crew Chiefs, and Maintenance personnel will continue to receive wage reviews on or around their anniversary dates. Shift managers will be reviewed during the month of July.

Employees will be evaluated on the following:

Job Performance

- ✓ Follows procedures in preparing all products
- ✓ Maintains speed and quality of counter an/or drive-thru service
- ✓ Maintains QSC standards, and enforces holding times
- ✓ Hustles during rushes and helps out others when needed
- ✓ Follows the practice of clean-as-you-go
- ✓ Shows interest in self-development

Attitude

- ✓ Works as a team member
- ✓ Follows Management directions and observes store policies
- ✓ Displays friendly and courteous behavior to customers and fellow employees

McDonald's Image

- ✓ Wears a complete, neat, and clean uniform
- ✓ Displays good personal hygiene

Dependability

- ✓ Shows up as scheduled
- ✓ Stays busy without direct supervision
- ✓ Helps out in emergencies

The following scale will be used for wage determination:

- Unacceptable: 0%
- Needs Improvement: 0%
- Good: 4%
- Excellent: 6%
- Outstanding: 8%

Based on your position, your maximum pay may be capped. If your pay has been capped, you will be handled on a case by case basis. Compensation may include further wage review, McDonald's merchandise, gift cards, etc. This will be determined by your Store Manager and Operations Director.

By signing below, I acknowledge that I have read and understand ALL of the information and policies in this document and I will abide by them for the duration of my employment. I acknowledge that any violation of these policies will result in disciplinary action up to and including termination.

Employee Signature

Date

PAYROLL

PERSONAL INFORMATION - If you have a change of address, phone number, name, etc., you must notify the manager so we can change it in our systems.

RECORD OF HOURS WORKED - All employees must time in and out for all hours worked and for breaks. This serves as the official record of hours worked and will be the basis on calculating your pay. Any falsification in hours worked is a violation of policy and will result in immediate termination.

PAYDAY - You will be paid every other Tuesday by check. Each pay period will begin on Wednesday and end on Tuesday. Paychecks may be picked up between the hours of 2:00 PM – 10:00 PM. The person conducting your training can tell you when you will receive your first paycheck. If you come in during a rush to pick up your check, expect to wait. If you have called in sick or went home sick the day of payday and you come in to pick up your check, you will be given a no show. You must pick up your own check and sign for it. If someone else will be picking your check up for you, you must provide written approval in advance to the Manager. If you lose or damage your check and need a replacement check, there will be a \$15 fee deducted from the replacement check.

PREMIUM PAY - To ensure adequate coverage of all shifts, McDonald's will often provide employees with "premium" hourly rates for shifts that are more difficult to cover. Employees who are provided "premium" hourly rates based on their availability for difficult to cover shifts will be subject to a reduction in hourly rates if they remain unavailable to work the more difficult to cover shifts for a period of more than thirty (30) days. By signing these policies, you expressly agree that McDonald's may reduce your hourly rates based on your availability and that you expressly waive any notice of such reduction under any federal, state or local laws.

VACATION POLICY

Paid time off (PTO) eligibility is determined on January 1 of each year. Eligibility requirements are: minimum of 1 full year of service completed AND working an average of 25 hours per week in the previous 12 months.

Employees who meet the eligibility requirements will receive:

- 1st – 2nd year of continuous eligibility: one week of PTO, prorated to a maximum of 40 hours
- 3rd year + of continuous eligibility: two weeks of PTO, prorated to a maximum of 80 hours

All requests for taking PTO must be submitted to your General Manager or People Manager prior to the schedule being posted. If you do not submit PTO requests in writing prior to your time off, PTO hours will not be added to your payroll check. If you have missed work without approval from management, you will not be permitted to "add" PTO to your payroll check.

To receive more than one week of PTO, you must have qualified every year. For example, if you receive PTO for two straight years, don't qualify the next year, but do the fourth year, you would only be eligible for one week PTO again.

If you are terminated or quit, you will not receive or be paid out for any vacation that you have remaining.

All PTO must be taken before the end of the calendar year it is granted or it will be forfeited. Please be advised that "cashing out" of any vacation time will not be considered unless approved by Lisa Essig and only extreme circumstances will be considered.

By signing below, I acknowledge that I have read and understand ALL of the information and policies in this document and I will abide by them for the duration of my employment. I acknowledge that any violation of these policies will result in disciplinary action up to and including termination.

Employee Signature

Date

INSURANCE BENEFITS

Variable hour employees who average 30 or more hours per week during the 12 month measurement period beginning on their date of hire are eligible to enroll in insurance. Coverage must be elected within 30 days of their eligibility date.

Any employee who is notified they are eligible to enroll in insurance at any time must either enroll or sign a letter of declination supplied by us. Applicable premiums will be automatically deducted from payroll checks if insurance is elected.

If you are notified that you are eligible for insurance and you decline coverage, you will not have the opportunity to enroll again until the next annual open enrollment period held each fall with a coverage effective date of January 1 of the coming year or if you experience a qualifying life event. During the open enrollment period, your eligibility status will be determined subject to the criteria in place at that time. You may call the Essig & Associates office at (816) 903-5100 if you have any questions.

If you are enrolled in our insurance plan and go on leave or are not getting paid, you are still required to pay for your portion of the premium. You must make arrangements to manually pay any missed premiums to us. If you miss 30 days of premium deductions for any reason, your coverage may automatically be terminated. You will not be able to enroll again until the annual open enrollment period and you will be subject to meeting the eligibility criteria in place at that time.

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Employee Signature

Date

INSURANCE EXCHANGE NOTICE



New Health Insurance Marketplace Coverage Options and Your Health Coverage

Form Approved
OMB No. 1210-0149
(expires 1-31-2017)

PART A: General Information

When key parts of the health care law take effect in 2014, there will be a new way to buy health insurance: the Health Insurance Marketplace. To assist you as you evaluate options for you and your family, this notice provides some basic information about the new Marketplace and employment-based health coverage offered by your employer.

What is the Health Insurance Marketplace?

The Marketplace is designed to help you find health insurance that meets your needs and fits your budget. The Marketplace offers "one-stop shopping" to find and compare private health insurance options. You may also be eligible for a new kind of tax credit that lowers your monthly premium right away. Open enrollment for health insurance coverage through the Marketplace begins in October 2013 for coverage starting as early as January 1, 2014.

Can I Save Money on my Health Insurance Premiums in the Marketplace?

You may qualify to save money and lower your monthly premium, but only if your employer does not offer coverage, or offers coverage that doesn't meet certain standards. The savings on your premium that you're eligible for depends on your household income.

Does Employer Health Coverage Affect Eligibility for Premium Savings through the Marketplace?

Yes. If you have an offer of health coverage from your employer that meets certain standards, you will not be eligible for a tax credit through the Marketplace and may wish to enroll in your employer's health plan. However, you may be eligible for a tax credit that lowers your monthly premium, or a reduction in certain cost-sharing if your employer does not offer coverage to you at all or does not offer coverage that meets certain standards. If the cost of a plan from your employer that would cover you (and not any other members of your family) is more than 9.5% of your household income for the year, or if the coverage your employer provides does not meet the "minimum value" standard set by the Affordable Care Act, you may be eligible for a tax credit.¹

Note: If you purchase a health plan through the Marketplace instead of accepting health coverage offered by your employer, then you may lose the employer contribution (if any) to the employer-offered coverage. Also, this employer contribution—as well as your employee contribution to employer-offered coverage—is often excluded from income for Federal and State income tax purposes. Your payments for coverage through the Marketplace are made on an after-tax basis.

How Can I Get More Information?

For more information about your coverage offered by your employer, please check your summary plan description or contact your store's General Manager.

The Marketplace can help you evaluate your coverage options, including your eligibility for coverage through the Marketplace and its cost. Please visit HealthCare.gov for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in your area.

¹ An employer-sponsored health plan meets the "minimum value standard" if the plan's share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs.

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Employee Signature

Date

PART B: Information About Health Coverage Offered by Your Employer

This section contains information about any health coverage offered by your employer. If you decide to complete an application for coverage in the Marketplace, you will be asked to provide this information. This information is numbered to correspond to the Marketplace application.

3. Employer name Essig & Associates, Inc.		4. Employer Identification Number (EIN) 43-1733212	
5. Employer address PO Box 550		6. Employer phone number 816-903-5100	
7. City Liberty	8. State MO	9. ZIP code 64069	
10. Who can we contact about employee health coverage at this job? Rachelle Brackett			
11. Phone number (if different from above)		12. Email address rachellebrackett@essigmanagement.com	

Here is some basic information about health coverage offered by this employer:

•As your employer, we offer a health plan to:

All employees. Eligible employees are:

Some employees. Eligible employees are:

Hourly employees who average 30 or more hours per week will be eligible after 12 months from their date of hire.

•With respect to dependents:

We do offer coverage. Eligible dependents are:

Your children under age 26 including natural children, stepchildren, legally adopted children, children placed with you for adoption and children you are legally required to support.

We do not offer coverage.

If checked, this coverage meets the minimum value standard, and the cost of this coverage to you is intended to be affordable, based on employee wages.

** Even if your employer intends your coverage to be affordable, you may still be eligible for a premium discount through the Marketplace. The Marketplace will use your household income, along with other factors, to determine whether you may be eligible for a premium discount. If, for example, your wages vary from week to week (perhaps you are an hourly employee or you work on a commission basis), if you are newly employed mid-year, or if you have other income losses, you may still qualify for a premium discount.

If you decide to shop for coverage in the Marketplace, HealthCare.gov will guide you through the process. Here's the employer information you'll enter when you visit HealthCare.gov to find out if you can get a tax credit to lower your monthly premiums.

By signing below, I acknowledge that I have read and understand ALL of the information and policies in this document and I will abide by them for the duration of my employment. I acknowledge that any violation of these policies will result in disciplinary action up to and including termination.

Employee Signature

Date

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

(1) for incapacity due to pregnancy, prenatal medical care or child birth; (2) to care for the employee's child after birth, or placement for adoption or foster care; (3) to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or (4) for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.* ***The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

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

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility. Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

(1) interfere with, restrain, or deny the exercise of any right provided under FMLA; and (2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

By signing below, I acknowledge that I have read and understand ALL of the information and policies in this document and I will abide by them for the duration of my employment. I acknowledge that any violation of these policies will result in disciplinary action up to and including termination.

Employee Signature

Date

MEDIATION/ARBITRATION POLICY

Essig & Associates, Inc. d/b/a McDonald's, on behalf of itself, its subsidiaries and its affiliates (hereinafter the "Company") recognizes that differences may arise between the Company and the employees of the Company (hereinafter "Employee") before, during or following employment and that those differences may or may not be related to the Employee's employment. In most instances, these differences are resolved informally or through internal dispute resolution procedures. However, where these do not produce a complete resolution, the only recourse has been litigation. The litigation process is costly to all parties and is extremely time consuming. The Company believes there is a better method to resolve disputes that cannot be resolved informally or through internal dispute resolution procedures. That method is a two-step alternative dispute resolution technique of mediation and arbitration-which is a fair and equitable procedure to resolve disputes.

Consequently, effective January 1, 2011, the Company has adopted as its policy the Company Mediation and Arbitration Policy (hereinafter "Policy"). Under this Policy claims or controversies as defined in this Policy (hereinafter "Claims"), arising out of the Employee's hiring, employment or termination, that the Employee may have against Company and that the Company may have against the Employee, which are not resolved informally or through internal dispute resolution procedures, shall be resolved through mediation, and, if necessary, exclusive, final and binding arbitration as provided in this Policy.

Claims Covered by this Policy - The Claims covered by this Policy include, but are not limited to, claims for breach of any contract; tort claims; claims for discrimination including, but not limited to, race, color, sex, religion, national origin, disability, sexual orientation, marital status or age (including, but not limited to, The Age Discrimination in Employment Act of 1967, as amended); claims for violation of any federal, state, or other governmental law, statute, regulation or ordinance; and any other claims arising under common law, which Employee may have against Company or Company may have against Employee.

Claims against the Company include Claims against its officers, directors, employees or agents of Company, in their capacity as such or otherwise. Claims against the Company also include claims against the employee benefit plans of the Company and its administrators, sponsors, fiduciaries, agents and employees of such plans.

Claims Not Covered by this Policy - The only claims not covered by this Policy are claims the Employee may have for workers' compensation and unemployment compensation benefits and claims for which no legal right exists.

Employee Benefit Claims - In the case of a Claim for denial of benefits under any Company employee benefit plan, any and all employee benefit plan claim filing and appeal procedures must be utilized and exhausted before this Policy is utilized.

Mediation - Where a Claim arises between the Company and the Employee which is not resolved through informal procedures or internal dispute resolution procedures, the Company and the Employee will attempt to settle the Claim through mediation under the American Arbitration Association's National Rules for the Resolution of Employment Disputes ("Employment Rules"), which are in effect at the time the Claim is submitted to the American Arbitration Association, except to the extent the Employment Rules have been modified by this Policy. A copy of the Employment Rules may be obtained from the office of the American Arbitration Association or Company's Human Resources Office.

If the AAA is unable or unwilling to administer mediation, the Company and the Employee will attempt to settle the Claim through mediation in accordance with the applicable rules of a similar arbitration organization, as mutually agreed upon by Company and the Employee.

By signing below, I acknowledge that I have read and understand ALL of the information and policies in this document and I will abide by them for the duration of my employment. I acknowledge that any violation of these policies will result in disciplinary action up to and including termination.

Employee Signature

Date

The Company and the Employee shall each bear respective costs for legal representation at any such mediation. The cost of the mediator shall be shared equally by the parties.

Arbitration - If the Claim is not resolved through mediation, the Claim shall be settled by exclusive, final and binding arbitration in accordance with the American Arbitration Association's National Rules for the Resolution of Employment Disputes ("Employment Rules"), which are in effect at the time the Claim is submitted to the American Arbitration Association, except to the extent the Employment Rules have been modified by this Policy. A copy of the Employment Rules may be obtained from the office of the American Arbitration Association or Company's Human Resources Office.

If the AAA is unable or unwilling to administer arbitration, the Claim shall be settled by exclusive, final and binding arbitration in accordance with the applicable rules of a similar arbitration organization, as mutually agreed upon by the Company and the Employee.

JURISDICTION FOR ARBITRATION SHALL BE IN THE COUNTY AND STATE WHERE THE EMPLOYEE IS EMPLOYED BY COMPANY.

THE ARBITRATOR, AND NOT ANY FEDERAL, STATE, OR LOCAL COURT OR AGENCY, SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ANY DISPUTE RELATING TO THE INTERPRETATION, APPLICABILITY, ENFORCEABILITY OR FORMATION OF THIS POLICY INCLUDING, BUT NOT LIMITED TO ANY CLAIM THAT ALL OR ANY PART OF THIS POLICY IS VOID OR VOIDABLE.

The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable that would have been available if the matter had been heard in court. Judgment upon an award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

The Company and the Employee shall each bear respective costs for legal representation at any such arbitration. The cost of the arbitrator and court reporter, if any, shall be shared equally by the parties.

Governing Law - Implementation of this Policy shall in all respects and at all locations be pursuant to the Federal Arbitration Act and the applicable laws of the State in which the Employee is employed with Company.

Not an Employment Agreement - This policy does not in any way alter the "at-will" status of an Employee's employment. Nothing in this Policy will limit the Employee's right to resign from the Company for any reason or no reason, or the Company's right to terminate the Employee's employment for any reason or no reason.

Change or Revocation - The Company reserves the right to change or discontinue this Policy at any time upon prior notice to Employees from the Company, except that any Claim submitted under this Policy to mediation or arbitration before the effective date of any modification or discontinuance shall continue to be resolved through this Policy as it existed before modification or discontinuance.

Employee Acknowledgement - I have received, read, understand and agree to abide by and comply with the terms of the Mediation/Arbitration Policy. Employees are deemed to have agreed to the provisions of the Mediation/Arbitration Policy by virtue of accepting employment with the Company and/or continuing employment with the Company.

THIS MEDIATION/ARBITRATION POLICY CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

By signing below, I acknowledge that I have read and understand ALL of the information and policies in this document and I will abide by them for the duration of my employment. I acknowledge that any violation of these policies will result in disciplinary action up to and including termination.

Employee Signature

Date

PROGRESSIVE DISCIPLINE POLICY

Essig & Associates, Inc. ("Company") has adopted a progressive discipline policy to identify and address employee and employment related problems. This policy applies to any and all employee conduct that the company, in its sole discretion, determines must be addressed by discipline. Of course, no discipline policy can be expected to address each and every situation requiring corrective action that may arise in the workplace. Therefore, the Company takes a comprehensive approach regarding discipline and will attempt to consider all relevant factors before making decisions regarding discipline. Nothing in this policy should be deemed to change or modify employee's status as an employee at will.

Most often, employee conduct that warrants discipline results from unacceptable behavior, poor performance or violation of the company's policies, practices or procedures. However, discipline may be issued for conduct that falls outside of those identified areas. Equally important, the company need not resort to progressive discipline, but may take whatever action it deems necessary to address the issue at hand. This may mean that more or less severe discipline is imposed in a given situation, including immediate termination. Likewise, some company policies like sexual harassment and attendance contain specific discipline procedures.

Progressive discipline may be issued on employees even when the conduct that leads to more serious discipline is not the same that resulted in less severe discipline. That is, violations of different rules shall be considered the same as repeated violations of the same rule for purposes of progressive action.

Probationary employees are held to the highest standards for behavior and job performance. Progressive discipline is the exception rather than the rule for probationary employees.

The Company will normally adhere to the following progressive disciplinary process:

1. **Verbal Caution:** An employee will be given a verbal caution when he or she engages in problematic behavior. As the first step in the progressive discipline policy, a verbal caution is meant to alert the employee that a problem may exist or that one has been identified, which must be addressed. Verbal cautions will be documented and maintained by your supervisor or manager. A verbal caution remains in effect for three months.
2. **Verbal Warning:** A verbal warning is more serious than a verbal caution. An employee will be given a verbal warning when a problem is identified that justifies a verbal warning or the employee engages in unacceptable behavior during the period a verbal caution is in effect. Verbal warnings are documented and placed in the employee's personnel file and will remain in effect for three months.
3. **Written warning:** A written warning is more serious than a verbal warning. A written warning will be given when an employee engages in conduct that justifies a written warning or the employee engages in unacceptable behavior during the period that a verbal warning is in effect. Written warnings are maintained in an employee's personnel file and remain in effect for six months.
4. **Suspension:** A suspension without pay is more serious than a written warning. An employee will be suspended when he or she engages in conduct that justifies a suspension or the employee engages in unacceptable behavior during the period that a written warning is in effect. An employee's suspension will be documented and, regardless of the length of the suspension issued, will remain in effect for six months.
5. **Decision Making Leave:** Generally following a suspension, an employee will be reprimanded then sent home for the day on decision making leave. This is intended to help the employee decide whether they should continue employment with the company. If the employee returns, they will be expected to work harder than before to follow the Company guidelines and continue their employment without interruption. The other option with this leave is the employee may choose to resign because employment with the Company is not a match.
6. **Termination:** An employee will be terminated when he or she engages in conduct that justifies termination or does not correct the matter that resulted in less severe discipline.

While the Company will generally take disciplinary action in a progressive manner, it reserves the right, in its sole discretion, to decide whether and what disciplinary action will be taken in a given situation, including immediate termination.

By signing below, I acknowledge that I have read and understand ALL of the information and policies in this document and I will abide by them for the duration of my employment. I acknowledge that any violation of these policies will result in disciplinary action up to and including termination.

Employee Signature

Date

TERMINATING EMPLOYMENT

PROPER NOTICE - We understand that varying circumstances cause employees to voluntarily resign from employment. If this time does come, you are asked to:

- Provide a two weeks' notice to facilitate a smooth transition out of the company's system.
- The resignations should be confirmed in writing and must include the reason for departing and the effective date.
- If the employee provides less than a two weeks' notice, we may deem the employee ineligible for rehire.

LEAVE OF ABSENCE – If you work no hours for a period of 12 consecutive weeks and it is a non-FMLA leave, you may be terminated. You may be eligible for rehire at the discretion of the General Manager.

UNIFORMS - I have accepted _____ number of shirts, and _____ hat/visor. I understand if these are not returned upon termination of my employment, either voluntary or involuntary, I will have \$10 per shirt deducted from my final paycheck.

ACKNOWLEDGEMENT OF RECEIPT

I have reviewed a copy of the "Employment Handbook & Policies" for the McDonald's locations independently owned and operated by Essig & Associates, Inc. I agree to read all materials that have been provided to me and become familiar with their contents.

I understand that McDonald's National Dating, Fraternalization and Nepotism Policy prohibits any manager or supervisor from dating or seeking dates with any crew in their restaurant, and I agree to report to Human Resources or an Area Supervisor any manager who attempts to violate this policy.

I understand that I am an employee-at-will of an independently owned and operated McDonald's franchise, as described on the inside cover of the guide

I also understand that the owner operator of the independently owned and operated McDonald's may change the policies, rules, and regulations contained herein from time to time, with or without prior notice.

I further understand that the independently owned and operated McDonald's organization that I work for retains the right to determine proper discipline in every situation on a case-by-case basis.

By signing below, I acknowledge that I have read and understand ALL of the information and policies in this document and I will abide by them for the duration of my employment. I acknowledge that any violation of these policies will result in disciplinary action up to and including termination.

Employee Signature

Date