



Hourly Employee Handbook

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1. OUR PROMISE

Welcome to the Waffles, INCaffeinated team! Waffles, INCaffeinated is an equal opportunity employer. We extend equal opportunity to all individuals without regard to race, religion, color, sex, sexual orientation, place of birth, gender identity, ancestry, national origin, disability, age, genetic information, or any other status protected under applicable federal, state, or local laws.

This handbook is designed to get new employees onboarded and familiarized with Waffles, INCaffeinated. It should also be used as a resource for current employees. **This handbook is not a contract, does not affect your status as an at-will employee, and is subject to change.**

New Employees should review Sections 16-21 which contains the forms in our new hire packet, other than required tax forms, that are required to be submitted to management to establish employment. **Without the return of these forms a payroll check cannot be issued.**

This handbook and other helpful information can be found on the Employee Portal of our Website. Uniform requests, maintenance requests, employee training modules, and the most current employee work schedules are all available online. **On your first day be sure to request the current password for the Employee Portal as well as the phone numbers for your General Manager and Assistant General Managers.** It is the employee's responsibility to acquire those phone numbers as a means of communication with their managers.



Our Promise to our customers are dishes of exceptional taste and presentation delivered with exceptional service. All employees play a role in delivering our customer promise. Nothing short of your best efforts is expected to achieve extraordinary customer satisfaction. Cooks will be trained in our back of house dish preparation while servers will be trained on our expectations for customer service. We use a series of checklists to ensure nothing gets missed in maintaining a clean and safe environment for customers and staff.

2. ATTENDANCE POLICY

Waffles, INCaffeinated is open Monday through Friday from 8:00AM to 2:00PM and Saturday and Sunday from 8:00AM to 3:00PM daily every day of the year except Christmas. In addition, we remain open until 8:00PM Wednesday through Saturday evenings. Please note that some locations may have hours of operation that vary from hours stated. All employees are expected to work weekends and holidays. Except during expected high volume periods (termed “blackout” periods – see 2.5) we schedule two (2) weekdays off which may not be contiguous. It is expected that all staff show up for their shift ready for peak performance. Further, a pattern of tardiness, absences, or no call/no show will be grounds for employment termination.

It is imperative that every employee be present when scheduled both for their team and to fulfill customer expectations. Work schedules are posted to the Employee Portal the Sunday before the work week which starts on Monday.

1. **Time Clock** – the work schedule provides your assigned shift start and end times. The end time will be either specific, e.g. 2:00PM, or general, e.g. “Close”.
 - a. Specific end times – it is your responsibility to clock out at the assigned end time. Only a manager may extend your end time. Employees will always check with the on-duty manager just before their end times to determine if their end time will be extended. If you forget to clock out or do not clock out at your end time, the end time will be corrected by a manager to the assigned end time. Working past your end time without a manager’s approval, may result in disciplinary action up to and including termination.
 - b. General end times – the on-duty manager will dismiss you from your shift as deemed appropriate.
 - c. Failure to clock in or out – in the case of the failure of an employee to clock in or out, the clock-in and/or clock-out times will be determined by management. Employees are responsible for ensuring that the clock in and out times are accurate. Failure to clock in or out may result in disciplinary action.

2. **On-Call Program** – When an employee is listed as On-Call, the employee is required to be prepared to report to work within 30 minutes from 7:00AM to 10:00 AM. Further the employee is required to telephone or text the General Manager or Assistant General Manager at 7:45AM to determine if he/she must report to work. If not needed at 7:45 AM, then he/she must answer phone promptly until 10:00AM if General Manager or Assistant General Manager determines he/she needs to report. Compensation of \$10.00 per on-call day will be provided regardless of whether employee is requested to report or not. However, in the event, the employee is on-call and fails to meet the requirements (checking at 7:45AM, reporting in 45 minutes of being requested, and being readily available until 10:00AM), then no on-call compensation will be provided. Failure to follow this procedure will be disciplined. Repeated failure will result in employment termination.

3. **Tardiness** - Arrival and departure times will be determined by the time recorded on the POS system. A window of 10 minutes will be allowed for either clocking in early or being late:
- You may clock in 10 minutes prior to scheduled start time, but not before.
 - You have a 10 minute window for tardiness without discipline, provided that you inform management that you will be late. To notify management send a text message to the location's General Manager and Assistant General Managers (FOH and BOH) to ensure that the manager on duty is aware.
 - A pattern of tardiness, or not reporting that you will be tardy, will result in disciplinary action.

4. **Absenteeism:**

In the event that an absence is required due to illness or emergency, it is imperative that the location's General Manager, Assistant General Managers (FOH and BOH), and Director of Operations be contacted immediately via text message a minimum of two hours in advance of your shift, so that alternate arrangements to cover your shift may be made. Repeated absenteeism will result in disciplinary action.

In the event that an absence of two (2) or more days is required due to illness, a written doctor's excuse is required.

No Call/No Show: Not reporting to work and not calling a minimum of two hours before your shift to notify of your absence is a no call/no show. The first instance of a no call/no show may result in termination of employment.

5. **Requests Off:**

- a. **All Waffles INCaffeinated employees are expected to work weekends and holidays.**

We close only for Christmas Day. An employee may request time off using the electronic request calendar. See section 5. All requests must be submitted no later than 10 days in advance and must be approved by management. Corresponding with peak customer demand, there are blackout periods where no requests off will be accepted. The blackout periods are:

Occasion	Start Date	End Date
Martin Luther King Day Weekend	Friday Before Holiday	3 rd Monday January
President's Day Holiday Weekend	Friday Before Holiday	3 rd Monday February
Easter Holiday	Good Friday	Easter Monday
Mother's Day Weekend	Friday Before Holiday	2 nd Sunday May
Memorial Day	Friday Before Holiday	4 th Monday May
Father's Day Weekend	Friday Before Holiday	3 rd Sunday June
Juneteenth	June 19 th	June 19 th

July 4 th Holiday	July 2 nd ^t	July 6 th
Back to School	August 20 th	Labor Day
Veteran's Day	November 11 th	November 11 th
Thanksgiving Holiday Weekend	Wednesday Before Holiday	Monday After Thanksgiving
Christmas and New Year Holiday	December 18 th	January 2 nd

3. BREAK POLICY

No team member may take a break without the explicit, **prior permission** of a manager. Employees must clock out for all breaks and servers are required to transfer tables prior to taking a break. Breaks shall not exceed 20 minutes.

Employees may have a meal of up to a \$15.00 value with a single break. Meal orders must be placed before taking a break. All meals are required to be entered into POS before being prepared. Meals may be obtained before starting shift, but not at close of day. **No meals or food of any kind may be taken from the premises.**

Smoking – Smoking is permitted during an authorized break. Smoking is strictly prohibited at all times inside any Waffles, INCaffeinated building. Employees may smoke outside **within a designated area.**

4. PUNCHING IN AND OUT

Unless otherwise specified, all Waffles, INCaffeinated employees are responsible for punching in and out to track their hours. Altering or falsifying a time clock for yourself or a fellow employee is not allowed. Abusing or circumventing the proper clock in and out procedures will be subject to disciplinary action.

Reporting to Work - Clocking In (Punch In)

1. Enter your four digit ID using touch screen keypad.



2. Press the Alarm Clock symbol (only). Nothing else will appear once completed. Complete



Leaving Work – Clocking Out (Punch out)

1. Enter your four digit ID using touch screen keypad.



2. Press the Alarm Clock symbol (only).



3. A box showing your punch in and punch out times will appear. Check if correct. If correct, press “Agree” button. If not, discuss with GM, and press the “Disagree” button.



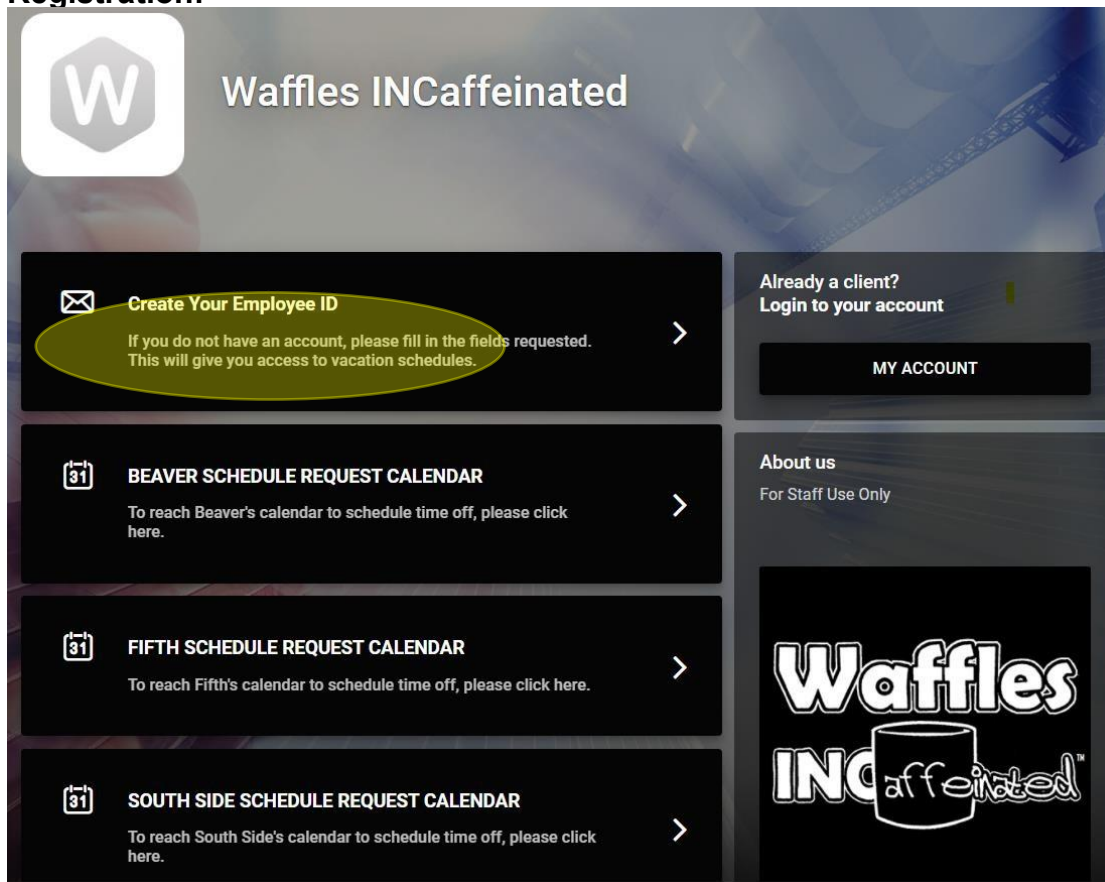
4. A box indicating that you punched out successfully will appear. Press “OK” Complete.



5. ELECTRONIC REQUEST OFF

Employees will request planned days off using the Schedule Request Calendar on our website. Employees must first register to use.

Registration:



Schedule Request Calendar Use:

Employee should make requests 10 days or more in advance. If a request is submitted less than 10 days in advance, submit the request but contact your General Manager to discuss.

6. ATTENDANCE BONUS PROGRAM (COOKS)

The Waffles, INCaffeinated perfect attendance program is designed to reward those cooks with exemplary and perfect attendance during a pay period. To be eligible a cook must have 50.0 or more hours in the pay period for which eligibility is being determined. If during this pay period, a cook is ontime, meaning clocks into the POS at his/her scheduled time and day, for each day scheduled during the entire pay period, then he/she will receive a \$1.00 per hour bonus to his/her pay for each hour worked. If he/she is not on time (as per attendance policy) or misses a scheduled day for ANY reason they will no longer be eligible for the pay period in which the tardiness or absence occurs. He/she will be eligible for the next pay period when it begins.

7. BANK AND TIPPING (SERVERS)

Servers Bank:

Servers are fully responsible for maintaining their own cash and bank. At the end of a shift, the POS daily server closeout will provide a cash amount owed, or in some cases due to the company which must be settled at this time.

Servers Tipping:

All tipped employees are required by United States Federal law to report actual tips made during each shift. Tips received are to be recorded in Point of Sale system at the end of each shift. The law requires employees to report and pay taxes on 100% of the tips they keep after tip-outs. It is the employee's responsibility to comply with IRS requirements.

Hosts:

Hosts and hostesses are not required to be tipped out by servers.

8. UNIFORM POLICY

Customers have an expectation when eating at our restaurants that staff will be groomed, clean, and otherwise professional in appearance. To this end, staff attire is an important part of ensuring a consistent and quality dining experience for our customers each and every visit. This section outlines the requirements for both front (servers) and back (kitchen) of house employees at Waffles INCaffeinated.

All employees must conform to these requirements. The General Manager has the authority to reject any nonconforming clothing and to remove an employee from a shift if clothing is unacceptable. An employee removed from a shift will not be compensated for time missed. Additionally, any offensive, as determined by management, tattoos must be covered.

ALL clothing may NOT have:

- Visible logos or brands of any kind other than our company logo • All items must have hems, no cut-offs.
- Rips, tears, patches, or other disrepair of any kind
- Beads, gems, or studs of any kind
- Excessive stains from prior wear
- Not fit excessively tightly, such as, but not limited to, yoga pants

a. Kitchen (BOH)

Shirt:

All kitchen staff will wear a black, Waffles, Incaffeinated tee-shirt. Three tee-shirts will be provided with employment commencement. A plain black tee-shirt and apron may be worn in place of the

branded Waffles, INCaffeinated tee-shirt. Employees may purchase additional tee-shirts at prevailing cost from the company through the employee portal on our website.

Pants:

Long pants will be worn. Black or denim is preferred. Shorts will be allowed from May through September but must be of length to cover the knee and have a belt. Black chef's pants may be used. Pants must be worn above the hips at all times, i.e. no sagging. Pants must be kept clean and free of tears, patches, or other disrepair.

Employees are responsible for purchase of pants and may be obtained from a store of the employee's choice. It is not necessary or encouraged to purchase brand name clothing. Employees may also purchase black chef pants at prevailing cost from the company.

Apron:

Black bib aprons will be provided by the company.

Shoes:

Non-slip shoes will be worn at all times. Employees are responsible for purchase of shoes and may be obtained through Shoes for Crews.

Hair:

A hat, bandana, or hair net must be worn unless head is clean shaven. Hair past chin level must be pulled back or tucked under head gear. The company will provide a Waffles, INCaffeinated hat or three bandanas at commencement of employment. Employees may purchase additional hats or bandanas from the company at prevailing cost. Employees with facial hair longer than ¼ inch shall wear beard snoods.

b. Server/Host/Hostess (FOH)

Shirt:

Front of house employees will wear a Waffles INCaffeinated logo tee-shirt or a plain, black, collared, button up shirt. Both short and long sleeves are acceptable. Shirt must be kept clean and free of tears or other disrepair. Three Waffles, INCaffeinated tee-shirts will be provided by the company at commencement of employment. Employees are responsible for purchase of button shirts and may be obtained from a store of the employee's choice. It is not necessary or encouraged to purchase brand name clothing. Additional company tee-shirts and black dress shirts may be purchased at prevailing cost.

Jackets and over-shirts:

As an individual preference, sweaters, shirts, light jackets, heavy shirts, etc. may be worn to stay warm. These must be black and free of logos. At all times, an approved shirt must be worn under an over-shirt. Over-shirts must be black, clean and free of tears, patches, or other disrepair. The store GM has discretion over acceptable over-shirts. A waffles fleece jacket with embroidered name and logo may be purchased at prevailing cost.

Pants:

Long pants only are acceptable. Black or denim slacks are preferred. Washed out denim, athletic, or yoga/stretch pants are not allowed. The store GM has discretion over acceptable pants. Pants must be worn above the hips at all times, i.e. no sagging. Pants must be kept clean and free of tears, patches, or other disrepair.

Employees are responsible for purchase of pants and may be obtained from a store of the employee's choice. It is not necessary or encouraged to purchase brand name clothing.

Shoes:

Non-slip shoes will be worn at all times. Employees are responsible for purchase of shoes and may be obtained through Shoes for Crews.

Apron:

Waist aprons will be worn at all times. A Waffles, INCaffeinated serving apron will be provided by the company at employment commencement. Additional aprons may be purchased from the company at prevailing cost.

Hair:

All hair must be pulled back and tied and no hair in front of the face is permitted. Hair past chin level must be pulled back or tucked under head gear. Head gear, such as a hat or bandana, for hair control may be worn. The company will provide a Waffles, INCaffeinated hat or three bandanas at commencement of employment. Employees may purchase additional hats or bandanas from the company at prevailing cost.

c. Replacement Uniforms:**New Hires:**

Every new hire will receive three tee-shirts, a hat or bandanas, and a server apron. Fulltime new employees may request an additional two tee-shirts once employed for 90 days.

Service Anniversaries:

Five replacement tee-shirts, a hat or bandana, and a server apron may be requested by an employee at every service anniversary.

Additional Attire:

Additional uniform attire may be purchased at any time from the company at cost including shirts, hats, bandanas, jackets, and pants by using the Employee Portal on our website.

d. Management/Senior Leadership:**Business casual:**

Managers and Senior Leadership should dress professionally. Because our work environment serves customers, professional business casual attire is essential. Customers make decisions about the quality of our products and services based on their interaction with you.

Consequently, business casual attire includes suits, slacks, jackets, shirts, skirts and dresses that, while not formal, are appropriate for a business environment.

Examples of appropriate business attire include a polo shirt with pressed khaki pants, a sweater and a shirt with corduroy pants, a jacket with a skirt or slacks and a blouse or a sweater with a skirt or pants. Pantsuits and sports jackets also fit the business casual work environment if they are not too formal. Jeans, shorts, sandals, t-shirts, stretch pants, sundresses, and tank tops are not allowed.

9. PERSONAL PROPERTY

We strongly urge all employees to leave any unnecessary personal property at home, e.g., large amounts of cash, expensive jewelry, etc. Waffles, INCaffeinated is not responsible for loss or damage of any personal property.

Lockers:

Each store has lockers available. Employees must supply their own lock. Contents of lockers are subject to search at any time even if locked.

10. ELECTRONICS AND SOCIAL MEDIA

Electronics:

Cell phones, music players, or any other electronic equipment are not to be used during working hours. No team member may use headphones, Bluetooth earpieces, or any similar device at any time while on-the-clock, except during authorized breaks.

Cell phones are to be placed on “silent” or “vibrate” and should be stored in the employee’s locker. Emergency telephone calls may be received on the location’s landline. Team members are advised to provide their work location’s telephone number to family members in case of emergency. With a manager’s permission, a cell phone may be used during working hours, but only within three feet of the lockers and NEVER in sight of customers. Unauthorized use of a cell phone may be disciplined.

Social Media:

Social networking through the use of Internet-based and other electronic social media tools is integrated into everyday life. We expect you to act responsibly, exercise good judgment and respect confidentiality when communicating information that identifies Waffles, INCaffeinated. We recognize that your participation in social media is a personal activity; however, as an employee, you are a representative of Waffles, INCaffeinated. Failure to be responsible with the Waffles, INCaffeinated name, brand, and images will be disciplined. At no time are images of any aspect of any store

allowed to be taken or disseminated without express written permission of Waffles, INCaffeinated's Owner.

11. SAFETY AND SANITATION

Safety:

Safety is a joint venture at the Restaurant. A restaurant can be a dangerous place if any of our employees disregard basic safety principles. Fires and burns are always potential hazards in the kitchen and wait staff can be burned accidentally as well. Wait staff can easily trip and fall if not carrying trays and other things safely.

We provide a clean, hazard-free, healthy, safe environment in which to work and make every effort to comply with all relevant federal, state and local occupational health and safety laws, including the federal Occupational Safety and Health Act. As an employee, you have a duty to comply with the safety rules of the Restaurant, and you are expected to take an active part in maintaining a hazardfree environment. You should observe all posted safety rules, adhere to all safety instructions provided by your supervisor and use safety equipment where required.

Any workspace for which you are responsible, e.g., a beverage station, should be kept neat, clean and orderly. Nonslip shoes are required, as noted in Uniform Policy. You are required to report any accidents or injuries to the General Manager the day of occurrence. Breaches of safety, unsafe equipment, conditions, or processes must be reported to the General Manager.

Failure to abide by the Restaurant's safety and accident rules may result in disciplinary action, up to and including termination.

Sanitation:

The nature of a restaurant environment allows bacteria to be easily transferred from one person to another. Consequently, you must exercise extraordinary care to be clean at all times. Wash your hands frequently. Employees shall wear gloves for all direct food contact. Back of House employees must restrain all hair with a hat, bandana, or hairnet. Facial hair greater than ¼" shall be covered with a beard net. Sanitation buckets are required at all workstations, front and back of house. By being conscientious about cleanliness and sanitation in all of your work in the Restaurant, you can help protect your own health as well as that of guests, co-workers, and others.

Food Allergens:

If a guest relays any information about his or her food allergy to a staff member, the staff member **MUST** take this very seriously. Communication is key, ensure that the allergy is clearly written on the order and verbalized to the kitchen. Refer customers to the allergy disclaimer on the menu.

Business Emergency:

In the event of inclement weather, power outages, or other business emergencies contact your General Manager for further instruction.

Emergency Contact Information:

You will be required to complete an emergency contact form. It is your responsibility to keep your emergency contact information up to date.

12. GROSS MISCONDUCT AND ZERO TOLERANCE POLICY

a. Gross Misconduct:

Waffles, INCaffeinated has a strict standard of conduct that is intended to protect persons and property from harm and to promote job efficiency and customer satisfaction. We expect all employees to treat customers, co-workers, and all others with respect and politeness. When problems occur, the decision to discipline is based on, among other things, the nature of the misconduct, whether the action results in an injury to persons, damage to property, and whether there has been a prior misconduct by the employee.

Employees involved in any gross misconduct will be suspended without pay during investigation and terminated if warranted. Examples of gross misconduct include:

- Workplace violence of any type
- Stealing or vandalizing company property
- Falsifying personal information or work history
- Repeated tardiness or absences
- Insubordination
- Sexual harassment or creating a hostile workplace for other workers
- Offensive behavior
- Possessing a weapon
- Under the influence of drugs or alcohol
- No Call/No Show
- Breach of rules

b. Zero Tolerance:

Waffles, INCaffeinated does not tolerate any type of workplace violence committed by or against employees or property. Employees are prohibited from making threats or engaging in violent activities such as causing physical injury to another person, making threatening remarks, acting out in an aggressive or hostile manner that creates a reasonable fear of injury to another person or subjects another individual to emotional distress, intentionally damaging employer property or property of another employee, possessing a weapon while on Company property or while on Company business, or committing acts motivated by, or related to, sexual harassment.

Any potentially dangerous situations must be reported immediately to your supervisor. Reports or incidents warranting confidentiality will be handled appropriately and information will be disclosed to others only on a need-to-know basis. **c. Drug and Alcohol Policy:**

In compliance with the Drug-Free Workplace Act of 1988, Waffles, INCaffeinated is committed to provide a safe, quality-oriented and productive work environment. This policy applies to all employees and all applicants for employment. Based on reasonable suspicion, an employee may be required to take a random drug and alcohol test.

Employee Assistance:

Waffles, INCaffeinated will make an effort to assist and support employees who voluntarily seek help for drug or alcohol problems. Such employees will be allowed to use accrued paid time off, placed on leaves of absence, referred to treatment providers and otherwise accommodated as required by law. Employees may be required to document that they are successfully following prescribed treatment and to take and pass follow-up tests if they hold jobs that are safety-sensitive or require driving, or if they have violated this policy previously. Once a drug test has been initiated under this policy, unless otherwise required by the Family and Medical Leave Act or the Americans with Disabilities Act, the employee will have forfeited the opportunity to be granted a leave of absence for treatment, and will face possible discipline, up to and including discharge.

Employees should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol. This policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their doctors about the medications' effect on their fitness for duty and ability to work safely, and they must promptly disclose any work restrictions to their supervisor.

Work Rules:

1. Whenever employees are working, are operating any Waffles, INCaffeinated vehicle and equipment, are present on Waffles, INCaffeinated premises or are conducting company-related work offsite, they are prohibited from:
 - a. Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (to include possession of drug paraphernalia).
 - b. Being under the influence of alcohol or an illegal drug as defined in this policy.
 - c. Possessing or consuming alcohol.
2. The presence of any detectable amount of any illegal drug, illegal controlled substance or alcohol in an employee's body system, while performing company business or while in a company facility, is prohibited.
3. Waffles, INCaffeinated will also not allow employees to perform their duties while taking prescribed drugs that are adversely affecting their ability to safely and effectively perform their job duties. Employees taking a prescribed medication must carry it in a container labeled by a licensed pharmacist or be prepared to produce the container if asked.

Required Testing:

Pre-employment:

Applicants being considered for hire may be required to pass a drug test before beginning work or receiving an offer of employment. Refusal to submit to testing will result in disqualification of further employment consideration.

Reasonable suspicion:

Employees are subject to testing based on (but not limited to) observations by at least two members of management of apparent workplace use, possession or impairment. HR, the plant manager or the director of operations should be consulted before sending an employee for testing. Management must use the Reasonable Suspicion Observation Checklist to document specific observations and behaviors that create a reasonable suspicion that an employee is under the influence of illegal drugs or alcohol. Examples include:

- Odors (smell of alcohol, body odor or urine).
- Movements (unsteady, fidgety, dizzy).
- Eyes (dilated, constricted or watery eyes, or involuntary eye movements).
- Face (flushed, sweating, confused or blank look).
- Speech (slurred, slow, distracted mid-thought, inability to verbalize thoughts).
- Emotions (argumentative, agitated, irritable, drowsy).
- Actions (yawning, twitching).
- Inactions (sleeping, unconscious, no reaction to questions).

When reasonable suspicion testing is warranted, management will meet with the employee to explain the observations and the requirement to undergo a drug and/or alcohol test within two hours. Refusal by an employee will be treated as a positive drug test result and may result in immediate termination of employment.

Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A member of management must transport the employee or arrange for a cab and arrange for the employee to be transported home.

Post-accident:

Employees are subject to testing when they cause or contribute to accidents that seriously damage Waffles, INCaffeinated equipment or property or that result in an injury to themselves or another employee requiring offsite medical attention. In any of these instances, the investigation and subsequent testing must take place within two hours following the accident, if not sooner. Refusal by an employee will be treated as a positive drug test result and will result in immediate termination of employment.

Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A member of management must transport the employee or arrange for a cab and arrange for the employee to be transported home.

Collection and Testing Procedures:

Employees subject to drug or alcohol testing will be transported to a Waffles, INCaffeinated designated facility and directed to provide breath and/or urine specimens.

Consequences:

Applicants who refuse to cooperate in a drug test or who test positive will not be hired and will not be allowed to reapply/retest in the future.

Employees who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture or dispense an illegal drug in violation of this policy will be terminated. If the employee refuses to be tested, yet the company believes he or she is impaired, under no circumstances will the employee be allowed to drive himself or herself home.

Employees who test positive, or otherwise violate this policy, will be subject to discipline, up to and including termination. Waffles, INCaffeinated may offer an employee who violates this policy or tests positive the opportunity to return to work on a last-chance basis pursuant to mutually agreeable terms, which could include follow-up drug testing or proof of rehabilitation.

Employees will be paid for time spent in alcohol or drug testing and then suspended pending the results of the drug or alcohol test. After the results of the test are received, a date and time will be scheduled to discuss the results of the test.

Inspections:

Waffles, INCaffeinated reserves the right to inspect all portions of its premises for drugs, alcohol or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline, up to and including discharge.

13. PAYROLL

Pay periods are biweekly. Paychecks are delivered to stores for distribution by 1:00pm on pay day. A list of pay dates and the calendar days comprised in the pay period are posted at store locations and on our website. Employees are expected to keep all pay stubs. A charge of \$5.00 per paystub will apply for copies.

If an error is found in your paycheck notify your General Manager immediately. You share responsibility for verifying the accuracy of each of your paychecks. If an overpayment is not reported or discovered at a later date you will be required to return the full amount of overpayment. Waffles, INCaffeinated will not cash any payroll or personal checks.

It is the employee's responsibility to notify a manager if a paycheck is lost. Waffles, INCaffeinated will stop payment to the lost check and a new check will be reissued during the next payroll cycle. A standard bank payment on the check will be deducted from reissued checks.

Personal information including current address, telephone number, and electronic mail addresses must be maintained in Waffles, INCaffeinated personnel files. **It is your responsibility to notify Waffles, INCaffeinated of any change of address. Last paychecks of former employees as well as W-2s are mailed to the employee's last address on file.** A charge of \$25.00 will apply for copies/replacements of W-2s.

14. BENEFITS AND INSURANCE

On Duty Meals:

Employees may have a meal of up to \$15.00 value with a single break. **No meals or food of any kind may be taken from the premises.**

Off Duty Meals:

Off duties employees may receive a discount of 10% off for themselves, a spouse, and children. This discount does not apply to extended family or friends.

Social Work:

Employees in need of assistance can request resources for topics such as rent, electricity, or childcare assistance, as well as addiction counseling resources.

Paid Absence Policy for Hourly Employees:

Hourly staff will earn paid absence time as defined by the policy herein. This policy meets the requirements of the City of Pittsburgh Paid Sick Days Act. This policy is based on a calendar year. Each hourly employee will earn one (1) hour of paid absence time for every thirty-five (35) hours that are worked up to a maximum of forty (40) paid absence hours each year. Once forty hours are earned, there is no additional accumulation for the remainder of the year. Further these hours are carried forward into successive years if not used.

Paid absence days are used to cover illness as defined below and must be used as a full day of eight (8) hours and half day of four (4) hours. Any illness of two or more days requires a return to work release from a medical facility. Illness is defined as:

1. Illness – Within the previous twenty-four (24) hours, employee has/had a fever greater than 100.4 degrees, vomiting or diarrhea
2. Injury – All work-related injuries must be reported immediately.
3. Health Related Appointments – Whether illness or preventative care
4. Health Attendant - Care of employee's child or domestic partner
5. Child Care – When an emergency at employee's school or childcare forces closure

To be paid hours from paid absence hours accrued, an employee shall complete and submit the "Paid Absence Hours Redemption Request" form on the website to indicate the day(s) and reason for the absence. Once approved by management, the hours will be paid on the payroll date corresponding to the date when the request was approved. Rate of pay is current employee base pay without tips, bonuses, commissions, etc. and no less than Pennsylvania minimum wage. Accumulated paid absence hours are not paid upon resignation or termination.

15. COMPANY DIRECTORY

It is the responsibility of the team member to save and utilize pertinent management telephone numbers as needed.

Stores:

Beaver

724-359-4841

453 Third Street, Beaver, PA 15009 wafflesincaffeinatedbeaver@gmail.com

South Side

412-301-1763

2517 E. Carson St., Pittsburgh, PA 15203 wafflesincaffeinatedsouthside@gmail.com

Wexford

412-349-5257

10339 Perry Highway, Wexford, PA 15090

wafflesincaffeinatedwexford@gmail.com

Fifth Ave

412-290-7801

456 5th Ave., Pittsburgh, PA 15219

wafflesincaffeinatedfifthave@gmail.com

Operations Management:

Jeffrey Myers, Director of Operations jmyers@wafflesincaffeinated.com

John Griffiths, General Manager, Downtown and South Side jgriffiths@wafflesincaffeinated.com

Kerrie Winkle, General Manager, Beaver and Wexford kwinkle@wafflesincaffeinated.com

Julie Soterin, Director of Human Resources jsoterin@wafflesincaffeinated.com

Gordon Sheffer, Owner

gsheffer@wafflesincaffeinated.com

16. NEW HIRE PACKET AND EMPLOYEE HANDBOOK DISCLAIMER AND ACKNOWLEDGEMENT

The policies, procedures and standard practices described in this manual are not conditions of employment. This manual does not create an express or implied contract between Waffles, INCaffeinated and any of its employees.

Waffles, INCaffeinated is an at will employer and reserves the right to terminate any employee for any reason deemed by the company to be in the best interests of the company.

The following documents must be filled out completely, truthfully, and accurately:

1. New Hire Packet and Employee Handbook Disclaimer and Acknowledgement
2. Emergency Contact Information
3. Consent and Disclosure for Background Check
4. Confidentiality and Non-Compete Agreements
5. I-9 Form
6. W-4 Form

7. PA Resident Form

Initial the statements below to indicate that they are true:

1. I have received the Waffles, INCaffeinated New Hire Paperwork and Employee Handbook.

2. I understand that I am responsible for reading the handbook, familiarizing myself with its contents, and adhering to all the policies and procedures of Waffles, INCaffeinated, whether set forth in this handbook or elsewhere. _____
3. I have read and agree to the Waffles, INCaffeinated Attendance Policy. _____
4. I have read and agree to the Waffles, INCaffeinated Uniform Policy. _____
5. I understand that the information in this handbook represents guidelines.
Waffles, INCaffeinated reserves the right to modify this handbook, amend or terminate any policies or procedures whether or not described in this handbook at any time. _____

NAME _____

DATE _____

SIGNATURE _____

17. EMPLOYEE EMERGENCY INFORMATION

Name:

Personal Contact Information

Home Address:

City, State,
ZIP:

Home Telephone
#:

Cell
#:

Emergency Contact Information

(1) Name:

Relationship:

Relationship: _____

- ☐ I have voluntarily provided the above contact information and authorize Waffles INCaffeinated and its representatives to contact any of the above on my behalf in the event of an emergency.
- ☐ I choose not to furnish any emergency contact information to Waffles INCaffeinated at this time.

Date:

Signature:

18. CONSENT AND DISCLOSURE FOR BACKGROUND CHECK

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19. **CONFIDENTIALITY AND NON-COMPETE AGREEMENTS**

Employment Confidentiality Agreement

This agreement is made between _____ (the "Employee") and Waffles INCaffeinated Co., LLC (the "Employer").

The Employee agrees to the terms of this agreement as part of the terms of the Employee being hired by the Employer.

Confidential Information

1. The Employee acknowledges that, in the course of employment by the Employer, the Employee has, and may in the future, come into the possession of certain confidential and proprietary information belonging to the Employer including but not limited to trade secrets, recipes, customer lists, supplier lists and prices, pricing schedules, preparation and cooking methods, work processes, computer hardware and software, ideas, improvements, inventions, manuals, machines, or marketing and strategic plans. Employee further acknowledges that all of the confidential and proprietary information is the property of the Employer; that the use, misappropriation or disclosure of the confidential and proprietary information would constitute a breach of trust and could cause irreparable injury to the Employer; and that it is essential to the protection of the Employer's good will and to the maintenance of the Employer's competitive position that the confidential and proprietary information be kept secret.
2. The Employee hereby covenants and agrees that he or she will at no time, during or after the term of employment, use for his or her own benefit or the benefit of others, or disclose or divulge to others, any such confidential and proprietary information.
3. Upon termination of employment, the Employee will return to the Employer, retaining no copies, all documents relating to the Employers business including, but not limited to, reports, recipes, manuals, drawings, diagrams, blueprints, correspondence, customer lists, computer hardware and software, financial and business records, marketing and publicity materials, manuals, notes, notebooks, proposals, documents, and all other materials and all copies of such materials, obtained by the Employee during employment.
4. Employee represents that his or her experiences and capabilities are such that the provisions of this agreement will not prevent him or her from earning his or her livelihood, and acknowledges that it would cause the Employer serious and irreparable injury and cost if Employee were to use his or her ability and knowledge in competition with the Employer or to otherwise breach the obligations contained in said paragraphs.

Non-Solicit, Non-Compete

1. Employee agrees that for a period of two years after termination of employment, Employee shall not, directly or indirectly, solicit the trade of, or trade with, any customers or suppliers, or prospective customers or suppliers, of the Employer, or solicit or induce, or attempt to solicit or induce, any employee of the Employer to leave the Employer for any reason whatsoever or hire any employee of the Employer.
2. Employee covenants and agrees that during the period of Employee's employment hereunder and for a period of one (1) year after termination of employment. Employee shall not, within 100 miles of any business or location operated by the Employer, engage, directly or indirectly, whether as a principal or as agent, officer, director, employee, consulting, shareholder or otherwise, alone or in association with any other person, corporation or other entity, in any Competing Business. For purposes of this Agreement, the term "Competing Business" shall mean any person, corporation or other entity which sells or attempts to sell any products or services which are the same as or similar to the products and services sold by the Employer at any time and from time to time during the last two years prior to the termination of Employee's employment.
3. Prior to accepting employment during the non-compete period referred to herein, Employee shall notify the Employer in order to determine if the position the Employee is seeking violates this Agreement.

Employer Relief

1. Violation of this agreement by the Employee will entitle the Employer to an injunction to prevent such competition or disclosure, and will entitle the Employer to other legal remedies, including attorney's fees and costs.
2. This agreement shall be governed by the laws of Pennsylvania.
3. If any part of this agreement is adjudged invalid, illegal or unenforceable, the remaining parts shall not be affected and shall remain in full force and effect.
4. This agreement is for the benefit of Employer, its successors, assigns, parent corporations (or other business organization), subsidiaries, affiliates, and purchasers, and will be binding upon Employee's heirs, executors, administrators and other legal representatives, and as such may be assigned by the Employer at any time without Employee's consent to Employer's successors, assigns, parent corporations, subsidiaries, affiliates and purchasers.
5. This instrument, including any attached exhibits and addenda, constitutes the entire agreement of the parties. No representation or promises have been made except those that are set out in this agreement. This agreement may not be modified except in writing signed by all the parties.
6. If any court of competent jurisdiction shall hold the restrictions contained in this Agreement are unreasonable as to time or geographic area, said restrictions shall be deemed to be reduced to the extent necessary in the opinion of such court to make them reasonable.

Employee:

Employer:

(Signature)

(Signature)

(Date)

(Date)

(Title)

20. TAX AND GOVERNMENT FORMS

I-9 Form

W-4 Form

PA Resident Form