



# EMPLOYEE HANDBOOK

**MAY 2020**

**Disclaimer:** The contents of this Employee Handbook are not intended to create a contract, promise, agreement or guarantee of any fixed terms between Tavern on the Point Restaurant, LLC and you. Additionally, as a dynamic organization, our policies and practices are under constant review. Therefore, the contents of this Employee Handbook are subject to revision from time to time with or without prior notice.

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“Watch without being seen, hear without listening. Be gracious, but not servile. Anticipate without being presumptuous.”

Cesar Ritz

“Ladies and Gentlemen service Ladies and Gentlemen.”

## SECTION 1 - OWNERSHIP PAGE

### 1.1 Introduction

Welcome! We hope that your association with Tavern on the Point LLC (herein “Tavern on the Point” or the “Company”) will be challenging and rewarding. We take pride in our employees as well as the products and services we provide.

Please take the time to read this Employee Handbook (“Handbook”) carefully. It is designed as a general guideline to many of our important employment-related matters. This Handbook is a working guideline for supervisory staff in the day-to-day administration of some of Tavern on the Point personnel policies. It is also a resource to employees for helping to increase their understanding and clarifying many expectations, duties, and responsibilities. Of course, no handbook can address every situation in the workplace. If you have any questions, comments, or suggestions related to Company policies or procedures, please let the management know.

***The guidelines in this Handbook do not create any expressed or implied contractual obligations between the Company and any of its employees or prospective employees, nor do they guarantee any fixed terms. Neither any of the provisions in this Handbook nor any other guidelines or policies of the Company are intended to be interpreted as a contract, promise, or guarantee of future employment, continued employment, or any term or condition of employment.***

Tavern on the Point is an “at will” employer, and the guidelines contained in this Handbook do not in any way alter the employment-at-will relationship that exists between the Company and its employees. Employment-at-will means that either the employee or the employer may terminate the employment relationship at any time, for any reason, or for no reason at all, with or without cause and with or without notice.

This Handbook sets forth policies and procedures that relate to you as an employee, however this Handbook may not be the only place employees will find descriptions of standards, employee benefits, practices and policies. It is important that you understand our policies, and that you ask any questions that come to mind about our policies. This Handbook supersedes any previously issued handbooks or inconsistent policy statements, to the extent they conflict with the contents of this Handbook. Should any provision in this Handbook be found to be unenforceable and invalid, such finding shall not invalidate the entire Handbook, but only the subject provision. All employees are required to read and sign the acknowledgement form provided with your copy of this Handbook indicating that you have read and understood this Handbook, and to return the signed acknowledgement to the Company.

We wish you success in your employment here at Tavern on the Point!

Very truly yours,

Ownership

## **1.2 Our Corporation**

Tavern on the Point is committed to enhancing the overall condition of the Company by the informed and profitable selling of its quality products and services. Tavern on the Point is committed to educating its employees regarding the creative and manufacturing processes of the Company, specific product and service specifications, as well as assessing product description and differentiation.

Tavern on the Point also is committed to open communication with its guests and customers to determine their needs and desires. We are committed to quality service, which means a willingness to listen to persons with concerns and complaints, and a willingness to act on and effectuate necessary modifications to Company procedures to help better develop customer and employee relations as appropriate.

### **Our Guiding Principles and Mission Statement**

It is the mission of Tavern on the Point to be Edison Park's preeminent restaurant and bar. We will accomplish our mission by providing our guests with unparalleled service and food from the industries most qualified, trained, experienced and guest-focused personnel available. Furthermore, we will employ the very best in the industry to constantly find new ways to improve our methods and systems to improve our guest experience. Finally, we will remain at the forefront of providing our guest with the best food and service in the Chicagoland community. It is our obsession to continuously seek our new ways in which to deliver unrivaled guest satisfaction. Without guests there is no Tavern on the point. We will never rest with meeting our guest expectations: we must exceed them!

### **Culture**

It is our desire to build a culture that will foster teamwork, profitability and above all, an awareness that our guests are ultimately the most important component of our organization. We will strive not to merely meet our guest expectations, but to exceed them in everything that we do. We will do this, in selecting employees that have a desire to do their very best and to take pride and ownership in all that they do; to constantly improve in how they perform their work and in their relationships with their coworkers. We will hire and promote employees with "attitude."

#### **Attitude**

'the longer I live, the more I realize the impact of attitude on life. Attitude, to me, is more important than facts. It is more important than the past, than education, than money, than circumstances, than failures, than successes, than what other people think or say or do. It is more important than appearance, giftedness or skill, it will make or break a company...a church...a home. The remarkable thing is we have a choice everyday regarding the attitude we will embrace for that day. We cannot change the inevitable. The only thing we can do is play on the one string we have, and that is our attitudes and I am convinced that life is 100% of what happens to me and 90% how I react."

By Chuck Swindoll

## The Three C's

In an effort to communicate our desire and expectations to our employees, we have come up with the acrostic the 3 C's. They are the three habits that we must cultivate in all that we do.

### **Courteous**

Look people in the eye, smile and greet them warmly. Offer your assistance in any way. Imagine you are on a date- how would you perform? You would certainly be on your very best behavior. We need you to be your very best at all times. Treat guests with the utmost of respect. Treat them like family and like they are guests in your house. They must be treated in a special way. It will become contagious after a while. It will carry itself home into your personal life. We must cultivate genuine kindness and consideration for others- this applies to both our customers and our employees.

### **Care**

Show that you care for our guests in all that you do. We must become obsessed with our guests care and his or her complete satisfaction. Ask our guest how you can better care for them? And deliver it! Their needs must become your needs. It should guide all that we do as a company. We should always be asking ourselves, "Am I delivering the very best food and service and care that I can?" If the answer is no- you must improve your performance. It is not only the right thing to do- but the smart thing to do. Our guest satisfaction is your only job security! We must never tire of developing new ways to show our guests that they are the most important people in our lives. Never entertain the thought that are a bother or nuisance. The only guest that is bothersome- is the one that is not ours.

### **Cooperation**

We can not succeed on our own. Success is dependent upon the efforts of many people. You will not succeed and neither will the organization if we do not learn to work as a team committed and focused on one goal- a guest total satisfaction! We must cooperate with our coworkers, supervisors, community and our guests. Learn to help people in need before they ask. Jump in and lend a hand when others are struggling, falling behind, confused or poorly performing. Do not point a finger at them like little children and place blame. Their mistakes are your responsibility as much as it is theirs! Our guests do not know the difference. Forget who get the credit- in short time everyone will be aware of the individuals who are cooperative, helpful and supportive. It will not go unnoticed to the guest or the company.

It is everyone's responsibility in the organization to demonstrate courtesy, care and cooperation in all of our activities. It will win over our guests- gain trust and build a long-term relationship of profitability for all. Learn these habits and you will be a successful member of the Tavern on the Point family. We look forward to a bright future together.

## **Employee Oath**

I am dedicated to remaining educated regarding the products and services of Tavern on the Point as well as our industry. I will be punctual and focused while at work. I will seek to improve the Company and myself. I will set goals and follow them. I will communicate openly with my superiors and co-workers in a professional manner. I will follow and implement the mission and ethics statements of the Company. I will treat my fellow employees and customers fairly and with respect, and will endeavor to work with all Company employees in a collaborative manner to provide the best possible experience for the Company's customers and employees.

## **Employment-at-Will**

The Company is an "at will" employer, meaning that the employment relationship may be terminated by the Company or by the employee, at any time, for any reason or no reason at all, with or without cause and with or without notice. The employment-at-will relationship between an employee and the Company may not be modified other than by a written employment contract signed by the employee and the President of the Company.

## **SECTION 2 - EQUAL EMPLOYMENT AND ETHICS POLICIES**

### **1. Equal Employment Opportunity Statement**

Our Company is committed to the principles of Equal Employment Opportunity and we provide equal opportunities to all applicants and employees in all our employment decisions, including decisions regarding hiring and promotions, compensation, benefits, transfers, terminations, and all other personnel matters. We also are committed to complying with all Federal, State and local laws providing Equal Employment Opportunities, as well as all other applicable laws related to your employment.

As reflected in our Anti-Discrimination and Harassment Policy contained in this Handbook, we are also committed to maintaining a work environment that is free of unlawful harassment or discrimination against any individual based on race, color, religion, creed, sex, gender, sexual orientation or sexual preference, marital status, age, citizenship, national origin, ancestry, handicap, physical or mental disability, veteran status, condition of pregnancy, or any other status protected by Federal, State or local laws (collectively "Protected Statuses"). We value diversity and are willing to employ men and women of all ethnic and racial groups, and representing a broad spectrum of religions and national origins.

If you feel that you have been the victim of a violation of these Policies and/or if you are aware of any circumstances that may be construed as a violation of these Policies, you are encouraged to promptly report the situation, pursuant to the complaint procedures set forth in this Handbook, so that the matter can be investigated and remedied as appropriate. Be assured that no retaliation will be taken or tolerated against any person who reports a violation of these Policies and/or participates in a complaint investigation.

### **2. Anti-Discrimination and Harassment Policy**

Tavern on the Point believes in maintaining a working environment free from all forms of unlawful harassment, discrimination, or other inappropriate or offensive conduct. That means that employment discrimination or harassment of any individual because of his or her Protected Status or Statuses, or because of any perceived Protected Status, is expressly prohibited.

Discrimination involves treating someone unfavorably based on any Protected Status, including, but not limited to, race. Specifically, race discrimination occurs when someone is treated unfavorably because of his or her race; because of personal characteristics associated with race, including skin color; or because he or she is married to or otherwise associated with a person of a certain race or color. Race discrimination can occur between individuals of the same race or color, and can be committed by any individual of any race. Examples of prohibited race discrimination can include, but are not limited to, refusing to hire or promote an individual on this basis of his or her race, compensating

individuals differently based on their race; assigning employees to job assignments based on race; demoting or terminating an employee based on his or her race, or otherwise treating an individual unfavorably in any term or condition of employment, on the basis of race.

Harassment can take many forms, including, but not limited to: words, symbols, signs, images, jokes, pranks, taunting, intimidation, physical contact, or violence. Whether any behavior constitutes harassment depends on both the nature and context of the behavior, as well as its severity and frequency. In general, however, harassing behavior includes any personally offensive, persistent and/or unwelcome behavior that threatens, intimidates, or coerces another individual, or that negatively impacts an individual's work performance, or otherwise creates a hostile, intimidating, or offensive work environment, as well as any behavior intended to threaten, intimidate, negatively impact work performance, or create a hostile work environment, whether or not the perpetrator's behavior actually has the intended effect. Harassment of any individual, in any form or of any nature, will not be tolerated.

Specifically, racial harassment is any personally offensive, persistent, unwelcome, or otherwise harassing conduct that is based on race. Unlawful racial harassment includes (without limitation): racial slurs, offensive or derogatory remarks about a person's race or color, or the display of racially-offensive symbols. Racial harassment of any kind is expressly prohibited, and may result in disciplinary action up to and including immediate termination for even a first offense, as determined in the Company's sole discretion.

Unlawful sexual harassment includes (without limitation): unwelcome sexual advances, requests for sexual favors, propositions, graphic verbal commentary about an individual's body, sexually degrading words, the display of sexually suggestive objects or pictures, and other verbal or physical conduct of a sexual nature or of an offensive or inappropriate nature are serious violations of this policy and will not be permitted. Sexual harassment is not limited to sexual advances or expressions of sexual desire. It may also include expressions of hostility or dislike or other inappropriate conduct toward another based on that individual's gender. Sexual harassment may be committed by and against individuals of any sex or gender, and can occur between persons of the same or opposite sex or gender. Sexual harassment is expressly prohibited, and such conduct may result in disciplinary action up to and including termination for even a first offense as determined in management's sole discretion.

Further, no employee shall threaten or insinuate, either explicitly or implicitly, that any other employee's refusal to submit to sexual advances, or to any other harassing conduct, will adversely affect the employee's employment, evaluation, wages, advancement, assigned duties, shifts, or any other condition of employment or career development.

Harassing conduct in the workplace based on any Protected Status, including sexual harassment and racial harassment, whether committed by supervisors, non-supervisory personnel, visitors, customers or others, is also strictly prohibited and will not be tolerated.

### **3. Anti-Retaliation Policy**

The Company shall not retaliate against or tolerate retaliation against any employee or prospective employee for taking any action to protect his or her rights under these Policies, or for taking any other lawful action to protect or enforce his or her rights to equal employment opportunities, including: making a report of discrimination, harassment, retaliation, inappropriate or offensive conduct, including race discrimination or harassment, pursuant to the complaint procedures herein; opposing any unlawful violation of this Policy; assisting in, providing information for, or otherwise cooperating in any ensuing investigation, regardless of the outcome of the investigation; filing a Charge of Discrimination under Title VII of the Civil Rights Act of 1964; testifying or participating in any manner in any investigation, proceeding, or hearing under Title VII; or for otherwise complaining about discrimination or harassment. All Company employees are further expressly prohibited from engaging in any such retaliation against fellow employees, and any employee engaging in such retaliation will be subject to discipline up to and including immediate termination, in management's sole discretion.

All Company employees shall respect the right of their fellow employees to make valid, legitimate complaints of inappropriate or offensive conduct. Employees should not gossip or spread rumors about or act hostile towards co-workers who the employee knows or suspects have made complaints or have participated in investigations under these Policies. If an employee believes that he or she has been retaliated against in any way, he or she should report such retaliation in the same manner as set forth in this Policy.

### **4. Complaint Procedure**

Any employee who believes that he or she has been the subject of harassment, discrimination, retaliation, or any other offensive or inappropriate conduct, including race discrimination or harassment, or who witnesses any such conduct, should report the alleged act immediately to the following:

- The employee's supervisor, or any other person or persons in the chain of command above the employee; or

A copy of all complaints made pursuant to this procedure, other than complaints made directly to Management, must also be promptly submitted in writing.

Any supervisor or other person in the chain of command who receives a complaint of discrimination, harassment, or retaliation must report the complaint to the manager of the

establishment at which the alleged conduct occurred, and to management personnel, and must further report the complaint in writing.

Any manager who receives a complaint of discrimination, harassment, or retaliation, or who witnesses or otherwise becomes aware of any instances of discrimination, harassment, or retaliation based on any Protected Status, must report the alleged conduct up the chain of command.

In no event, however, is any employee required to report any alleged discrimination, harassment, or retaliation to any person or persons against whom the allegations are made. If all the above individuals to whom the employee would otherwise be required to report are alleged perpetrators of the conduct being reported, the employee may instead report the alleged act or acts to any person in the chain of command above such individuals, and/or directly to the President of the Company.

Tavern on the Point will investigate all complaints and concerns brought under this Policy and will take any necessary remedial action to address the problem or complaint as appropriate, including disciplinary action or termination against the offending person(s).

The Company will protect the confidentiality of all discrimination, harassment, and retaliation complaints to the extent possible. All actions to investigate or resolve complaints of discrimination, harassment, or other inappropriate conduct through internal investigation will be conducted as confidentially as appropriate under the circumstances. Although total confidentiality cannot be promised if a fair and thorough investigation is to be conducted, the Company will, in its discretion, attempt to discuss complaints and the terms of their resolution only to the extent necessary and as is practicable and appropriate under the circumstances. Information necessary to complete the investigation of discrimination or harassment, including, but not limited to, the identity of the employee engaging in the alleged conduct, the employee who is the target of such conduct, and the content of the accusations, may be disclosed as necessary during the investigation and the investigatory interviews of witnesses.

Any employee who is found, after appropriate investigation, to have engaged in harassment, discrimination, retaliation, or any other offensive or inappropriate conduct, including racial discrimination or harassment, will be subject to appropriate sanctions up to and including termination as determined within the Company's discretion.

Upon the Company's conclusion of any investigation hereunder, the Company will advise the complaining party of the results of its investigation, as well as the remedial actions take or proposed, if any.

Any employee who disagrees with the results of any investigation may seek review of the investigation by submitting a written notice of the basis for the disagreement to the

management.

## **5. Individual Responsibility**

Tavern on the Point strictly prohibits, and absolutely will not tolerate, discrimination, harassment, or retaliation of any sort, by or against any individual, and will take all remedial and disciplinary actions the Company in its discretion deems necessary in response to any such prohibited activity. However, please note that everyone is ultimately responsible for his or her own actions, and the Company therefore cannot accept liability for harassment of an employee by another individual, including, but not limited to, another Company employee, except to the extent required by law.

Further, any individual who discriminates against, makes unwelcome advances, threatens, retaliates against, or in any other way harasses another individual is personally liable for his or her own actions, and all consequences thereof, including, but not limited to, any personal legal proceedings brought against the alleged perpetrator relating to the alleged conduct, whether criminal, civil, or both. Tavern on the Point will not provide legal, financial, or any other form of assistance to any employee or other individual accused of such conduct if legal action is taken against that individual.

## **6. Policy Relating to Requests for Accommodations for Disabilities**

Tavern on the Point, LLC. complies with all relevant and applicable provisions of the Americans with Disabilities Act (“ADA”), and is committed to providing equal employment opportunities to individuals with disabilities, those regarded as having disabilities and those associated with individuals with disabilities. Accordingly, we do not discriminate against qualified individuals with disabilities regarding application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment, and we will make reasonable accommodations whenever necessary for any qualified individual with a disability. The Company complies with all federal and state laws concerning the employment of persons with disabilities and acts in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (“EEOC”).

## **7. Eligibility for Accommodations for Disabilities**

Tavern on the Point will engage in the interactive process to find reasonable accommodation for qualified individuals with a disability to enable them to perform the essential functions of a job, unless doing so causes an undue hardship to the Company, or a direct threat to these individuals or others in the work place, and the threat cannot be eliminated by reasonable accommodation.

When an individual with a disability is requesting accommodation, and can be reasonably accommodated without creating an undue hardship or causing a direct threat to

workplace safety, he or she will be given the same consideration for employment as any other employee or applicant.

All employees are required to comply with company safety standards. Current employees who pose a direct threat to the health and safety of themselves or other individuals in the workplace will be placed on appropriate leave until the Company can make a lawful and reasonable decision regarding continued employment.

Individuals who are active illegal drug users are excluded from coverage under the Company's ADA policy.

No retaliation or discrimination will be taken or tolerated against any employee who seeks an accommodation under this policy.

## **8. Pregnancy and Your Rights in the Workplace Policy**

The Illinois Human Rights Act (775 ILCS 5/1 et seq.) protects the rights of full-time, part-time, and probationary employees, as well as job applicants, who are pregnant, have recently given birth, or who have a medical or common condition related to their pregnancy or childbirth.

Any employee or applicant affected by pregnancy, recent childbirth, or a condition related to pregnancy or childbirth has the right to:

- Ask the Company for a reasonable accommodation, such as more frequent bathroom breaks, assistance with heavy work, a private space for expressing milk, or time off to recover from her pregnancy.
- Reject any unsolicited accommodation offered by the Company for her pregnancy.
- Continue working during her pregnancy, if a reasonable accommodation is available which would allow her to continue performing her job.

It is illegal for an employer to fire, refuse to hire, or refuse to provide reasonable accommodations to an employee or applicant because of her pregnancy. Accordingly, the Company cannot and will not:

- Discriminate against any employee or applicant because of her pregnancy, or because of the Company's need to make reasonable accommodations for her pregnancy.
- Retaliate against any individual for requesting or receiving a reasonable accommodation.
- Fail to reasonably accommodate a pregnant employee, unless the accommodation will impose an undue hardship on the Company.
- Require a pregnant employee to accept an accommodation which the employee did not request, and which the employee chooses to deny.
- Require an employee to take leave under any leave law or policy if another

reasonable accommodation can be provided to the employee instead of leave.

- Fail to reinstate a pregnant employee to her original job, or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits, and other applicable service credits, upon her signifying her intent to return, or when her need for reasonable accommodation ceases, unless the accommodation of reinstating the employee will impose an undue hardship on the Company's ordinary operations.

A reasonable accommodation is a reasonable modification or adjustment to the job application process or work environment, or to the manner or circumstances under which the position is customarily performed, that enables an individual affected by pregnancy to be considered for the position or to perform the essential functions of that position. What constitutes a reasonable accommodation may vary based on the nature of the position, as well as the needs and circumstances of the requesting employee or applicant, however examples of reasonable accommodations may include: more frequent or longer bathroom breaks; breaks for increased water intake; breaks for periodic rests; private non-bathroom space for expressing breast milk and breastfeeding; seating; assistance with manual labor; light duty; temporary transfer to a less strenuous or hazardous position; the provision of an accessible worksite; acquisition or modification of equipment; job restructuring; a part-time or modified work schedule; appropriate adjustment or modifications of examinations, training materials, or policies; reassignment to a vacant position; time off to recover from pregnancy; and leave necessitated by pregnancy.

Any employee or applicant requiring a reasonable accommodation for her pregnancy, recent childbirth, or condition related to pregnancy or childbirth should promptly advise the Company of her need for reasonable accommodation, and the Company will engage in a timely, good faith, and meaningful discussion with the requesting employee or applicant as necessary to determine effective reasonable accommodations for her circumstances.

The Company will grant all reasonable accommodation requests, except to the extent that an accommodation would impose an undue hardship on the Company's ordinary business operations.

For more information regarding your rights relating to pregnancy, childbirth, or conditions caused by pregnancy or childbirth, you can visit the Illinois Department of Human Rights' website at [www.illinois.gov/dhr](http://www.illinois.gov/dhr), or, for immediate help, or if you have questions regarding your rights, you can call the Illinois Department of Human Rights at (312) 814-6200.

## **2.9 Code of Ethics**

Tavern on the Point will conduct its business honestly and ethically. We will strive to improve the quality of our services, products and operations and will create a reputation for honesty, fairness, respect, responsibility, integrity, trust and sound business judgment. The ethical performance of Tavern on the Point

is the sum of the ethics of the men and women who work here. Thus, we are all expected to adhere to ambitious standards of personal integrity.

Officers, directors and employees will report all information accurately and honestly, and as otherwise required by applicable reporting requirements.

Officers, directors and employees will not gather competitor intelligence by illegitimate means and will not act on knowledge which has been gathered in such a manner. Officers, directors and employees will avoid exaggerating or disparaging comparisons of the services and competence of their competitors.

Officers, directors and employees will obey all Equal Employment Opportunity laws and act with respect and responsibility toward others in all their dealings.

Officers, directors and employees agree to disclose unethical, dishonest, fraudulent and illegal behavior, or the violation of Company policies and procedures, as required by this Handbook.

Violation of the Code of Ethics can result in discipline, including possible termination (no matter when discovered). The degree of discipline relates in part to whether there was a voluntary disclosure of any ethical violation and whether the violator cooperated in any subsequent investigation.

If you ever have any doubt about whether your conduct or that of another meets the Company's ethical standards or compromises the Company's reputation, please discuss it with your manager. If it is the conduct of your manager, please discuss the issues with the next level of management. Be assured that no retaliation will occur or be tolerated against any person who, in accordance with their obligations under the Handbook, reports a complaint under this policy or participates in a complaint investigation.

## **SECTION 3 - STANDARDS OF CONDUCT**

### **1. Guideline for the Excellent Employee**

Expected Conduct (the following list is not all inclusive but intended to provide examples only):

- Understand that building relationships requires **trust, a shared direction, open**

### **communication and commitment.**

- Be focused and alert.
- Do not be afraid to admit mistakes. It is better to admit you made a mistake, realize why you made the mistake, and then make sure you do not do it again.
- Do not be afraid to say, “I don’t know.” It is better to confess confusion and learn the right way of doing things than to pass on or rely on false information, which may be damaging to you and the Company.
- We expect your best effort.
- Arrive on time for every scheduled shift, return on time from any break periods, and be prepared to start working promptly at the start of each shift and the end of each break period.
- If you run out of things to do during the day, find out if there is anything else you can do to help bring value to the Company, its guests and customers.
- Embrace the value in the diversity of our employees and customers.
- Dress appropriately. Wear clothes that reflect your professionalism.
- Do not use profanity, offensive and/or inappropriate language with others, including customers, vendors or co-workers.
- Report all information accurately and honestly, and as otherwise required by applicable reporting requirements.
- Be honest and trustworthy. Follow the Code of Ethics provided in the Employee Handbook.

Violation of these standards (no matter when discovered) may result in disciplinary action, including termination, as determined by management based on the circumstances involved.

### **3.2 Prohibited Activities**

Tavern on the Point wishes to create a work environment that promotes job satisfaction, respect, responsibility, and value for all our employees, guests, customers and other stakeholders. Each employee has a shared responsibility toward improving the quality of the work environment. By agreeing to work at this Company, you have agreed to follow the Company’s rules and to refrain from conduct which is detrimental to our goals.

The prohibited conduct, which is listed below, *is not an inclusive list*, as the Company cannot list what may be inappropriate conduct under every circumstance. Moreover, the Company does not limit its right to discipline or discharge employees only to the prohibited conduct delineated below. Remember that, while we value our employees, the Company maintains the right to terminate an employee at any time and for any reason, with or without notice.

Violation of the prohibited conduct set forth below, or any other conduct deemed inappropriate by management, may subject you to disciplinary action, including oral or written warnings, suspension without pay, transfer or immediate termination. If you have any questions about your personal conduct or that of any fellow employee, immediately consult your supervisor for clarification. While this list is intended to provide examples of inappropriate conduct that may result in disciplinary action, management reserves the right to impose suspension or even immediate termination when warranted based on the circumstances involved. These issues will be addressed on a case-by-case basis considering all the circumstances involved.

The following list contains examples of conduct considered improper which may result in discipline, including termination (no matter when the violation is discovered). Note this is not a complete list and understand that other behaviors may also result in discipline or termination.

- Possessing, using, distributing, selling, negotiating the sale of, or being under the influence of alcohol, drugs or other controlled substances during working hours, on Company property (including Company vehicles and/or in parking areas), in Company uniform or on Company business, except to the extent your employment duties require the possession, distribution, or sale of alcohol to Company patrons.
- Falsification or misrepresentation of the hours worked by you or any other employee.
- Falsification of any other employment-related document, including, but not limited to: job applications, personnel files, employment review documents, intra-Company communication, communications with those outside the Company, expense records, etc.
- Theft, damage to, or destruction of Company property or that of visitors, guests, customers or fellow employees.
- Posting notices, or removing, altering, defacing, or covering posted notices, without management's express permission.
- Possession of actual or potentially hazardous or dangerous property, such as firearms, weapons, chemicals, etc.
- Fighting with, threatening (even if horseplay or joking), and/or harassment or intimidation of, any fellow employee, guest, or customer.
- Unauthorized or improper use of Company property or property of any visitors, customers, fellow employees, including, but not limited to, vehicles, supplies, telephones, mail, computers and software.
- Disclosure, misuse or other misappropriation of Company trade secrets or other confidential or proprietary information of the Company, its customers or fellow employees.
- Insubordination, including, but not limited to, refusal to perform requested or

required job duties and/or showing disregard for management's directive or authority.

- Failure to follow, or general neglect of or carelessness, concerning safety rules and procedures.
- Excessive or chronic tardiness (including early leaves) or absences, except pursuant to reasons approved under our FMLA policy.
- Smoking, including the use of electronic cigarettes, vaporizers, or any similar device, in non-designated areas.
- The taking or working of any unauthorized overtime hours without management's prior knowledge and approval.
- Solicitation of fellow employees on the Company premises.
- Failure to dress appropriately.
- Failure to keep your workplace in a neat and sanitary condition.
- Use of obscene or otherwise inappropriate or unprofessional language or conduct in the work place or in the presence of others.
- Failure to provide medical authorizations for medical absences, or certification for the use of paid sick leave, when requested by the Company, to the extent applicable law permits the Company to request such authorization or certification (such time off will be considered unexcused by management, except as required by law pursuant to the FMLA or ADA).
- Inappropriate joking or horseplay which is either distracting to fellow employees or customers or which could tend to, or does, create dangers to others.
- Criminal activity at or outside of the work place.
- Off-duty conduct which can affect the Company's credibility or reputation.
- Outside employment which could or does interfere with your ability to perform your job at this Company, including, but not limited to, employment with a competitor of the Company.
- Gambling on Company premises.
- Sleeping or neglect of job duty (including excessive rest periods or eye closing).
- Taking unauthorized or inappropriate gratuities about Company business.
- Lending or giving keys to Company property to unauthorized persons or allowing duplicate keys to be made without prior authorization.
- Leaving without prior authorization from management.
- Harassment of, or discrimination against, an employee, customer or visitor because of that person's race, color, religion, creed, sex, gender, sexual orientation or sexual preference, marital status, age, citizenship, national origin, ancestry, handicap, physical or mental disability, veteran status, condition of

pregnancy, or any other status protected by Federal, State or local laws, or any other violation of our Anti-Discrimination and Harassment Policy or our Anti-Retaliation Policy.

- Creating or perpetuating a hostile or uncomfortable work environment.
- Providing false or misleading information to the Company under any circumstances, including during a Company investigation of potential misconduct or violation of policies.
- Failure to report all information accurately and honestly, and as otherwise required by applicable reporting requirements.
- Making threatening or retaliatory remarks to customers or co-workers, including taking any action against a person who complains of a policy violation and/or participates in a complaint investigation.
- Any other action or inaction which is harmful to the Company, its employees, customers, property and/or reputation
- Employees may not, at any time while on any property owned, leased or controlled by Tavern on the Point, including anywhere that company business is conducted, such as customer locations, client locations, trade shows, restaurants, company event venues, and so forth, possess or use any weapon. Weapons include, but are not limited to, guns, knives or swords with blades over four inches in length (excluding knives used for food preparation), explosives, and any chemical whose purpose is to cause harm to another person.
- Regardless of whether an employee possesses a concealed weapons permit or is allowed by law to possess a weapon, weapons are prohibited on any company property or in any location in which the employee represents the company for business purposes, including those listed above.

Employees who violate this policy will be subject to disciplinary actions, up to and including employment termination.

### **3.3 Technology, Phone, and Personal Electronic Device Policy**

The Company may provide certain employees with access to computers, internet access, Wi-Fi network access, computer programs, telephone numbers and/or extensions, voicemail, email, texting, or any other technology or device which the Company, in its sole discretion, considers necessary during each employee's employment (collectively "Company Technology"). Company Technology may not be used to conduct any personal business, but must be used solely for conducting Tavern on the Point business. The Company is the sole owner of all Company Technology, including all communications or data that is transmitted or stored on Company Technology. The Company has the right to access, and to authorize any employee or third party to access, any Company

Technology and any data or other materials stored thereon, at any time, with or without notice.

During working hours, employees are expected to devote their full attention to fulfilling their job duties. Accordingly, employees are prohibited from using cell phones or other personal electronic devices (other than Company Technology being used for Company purposes) during working hours, unless specifically authorized by management. Regardless of whether a particular cell phone or personal electronic device use has otherwise been authorized by management, however, employees are expressly prohibited from using any cell phone or personal electronic device in any manner or location that prevents or detracts from the fulfillment of his or her job duties; that may disrupt or distract other employees, or otherwise contribute to a negative or unproductive work environment; that may disturb or distract any Company customer or prospective customer; or that may otherwise negatively impact the Company's products and services, atmosphere, or reputation.

Employees are further expected to refrain from making or receiving personal phone calls during working hours, whether on their personal cell phone, personal electronic device, or Company phones, except as authorized by a manager in the case of an emergency. All personal non-emergency calls must be made during break periods, and, if the employee remains on Company premises while making personal non-emergency calls, such calls must be made in a manner and location as to avoid any disruption to the business of the Company. Any questions regarding appropriate locations for making personal phone calls during your breaks should be addressed to the manager of the facility at which you are employed.

However, while employees are not permitted to receive personal non-emergency calls on Tavern on the Tavern phones, employees may receive personal phone calls on Company phones as reasonably necessary in the event of an emergency, including, but not limited to, calls regarding the illness or injury of a family member, or calls regarding changed family plans which must reasonably be communicated to the employee before the end of his or her shift.

The Company may, within its discretion, and to the extent permitted by law, inquire as to the nature of any personal emergency for which an employee makes or receives a personal call during working hours, and the Company further reserves the right to restrict or prohibit any employee or employees from receiving any personal calls of any nature on Company phones, whether temporarily or permanently, if the Company, in its sole discretion, determines that such call or calls would negatively impact the business of the Company.

Any employee found to have misrepresented a non-emergency call made during working hours as an emergency call, or any employee which the Company, in its sole discretion, determines to have abused the privilege of receiving emergency calls during working hours, may be subject to any disciplinary action deemed appropriate by the Company.

#### 4. Disciplinary Action

As indicated earlier, violation of Company policies or procedures may, within the discretion of management, result in disciplinary action, including, but not limited to, demotion, transfer, suspension with or without pay, or termination. ***The Company is not required to engage in progressive discipline and may discipline or terminate any employee where he or she violates the rules of conduct, or where the quality or value of their work fails to meet expectations.*** The Company may, within its discretion, use a system of progressive discipline. However, this does not imply a contract with you or that your employment is anything other than employment-at-will. This means that both the Company and the employee may terminate the employment relationship at any time, for any reason, or no reason at all.

Based on the nature of a violation, management may within its discretion provide progressive discipline which may include, in management's sole discretion, a verbal warning, and/or one or more written warnings. Any employee receiving a written warning must sign the warning to acknowledge his or her receipt thereof, and refusal to comply with this acknowledgement requirement may result in additional disciplinary action, in management's sole discretion. Copies of all written warnings will be retained in the employee's personnel file.

Understand that the Company is not obligated to follow any disciplinary or grievance procedure and that you may be disciplined or terminated without going through any procedure pursuant to management's discretion. Further, please understand that management's use of a progressive discipline system in any circumstance does not imply any contract with you as to any term or condition of your employment, including, but not limited to, the Company's future disciplinary procedures.

#### 5. Drug and Alcohol Policy

We maintain a strong commitment to programs that promote safety in the workplace, and employee health and well-being. While we hope that all employees with a substance abuse problem will voluntarily submit to available treatment, certain guidelines must be set to cover instances where employees do not acknowledge their problems and seek help, or instances where employees engage in prohibited conduct while on Company business or premises. Therefore, to maintain the exacting standards of health and safety to which we are committed, we have defined our policy and rules of acceptable conduct in this sensitive area.

(Note: The use of the term "drug" in this policy refers to both legal and illegal controlled substances unless the legal use is pursuant to the instruction of a medical professional licensed to prescribe or advise individuals on the use of drugs who has been informed of the employee's job duties and has advised that the substance does not adversely affect the employee's ability to safely perform his or her job. The term "drug" also includes, but

is not limited to, marijuana, cocaine, PCP, heroin, morphine, amphetamines and barbiturates.)

1. The use, sale, purchase, manufacture, distribution, dispensation, transfer, possession or presence in one's system of non-prescribed drugs, controlled substances, or alcohol, is prohibited on Company premises, except to the extent your employment duties require the sale, distribution, dispensation, transfer, or possession of alcohol, and any violation of this policy is cause for immediate discharge. At Company-approved or business-related functions or meetings during which alcohol is served, moderate consumption is allowed (so long as the individual does not drive afterwards), but reasonable standards of conduct must be maintained. Company premises include all job sites, land, property, buildings, structures, installations, parking lots, means of transportation owned or managed by or leased to the Company or otherwise being utilized for Company business, and private vehicles while parked or operated on Company premises.

2. Employees are prohibited from being at work with any detectable<sup>1</sup> amount of alcohol or drug in their system. Any employee violating this prohibition will be subject to disciplinary action up to and including immediate discharge. (Consequently, employees are not allowed to consume alcohol during lunch breaks.)

3. Employees must not perform safety-sensitive duties if they are aware of any medical condition or have used alcohol or a drug (including prescribed medicine) that may adversely affect their ability to perform such duties or that may affect safety, employees, or the public.

4. The Company reserves the right to inspect packages, bags, briefcases, desks, lockers, automobiles, etc., where there is a reasonable belief that illegal drugs or alcohol may be present on Company premises. An employee's failure to cooperate with an investigation may result in disciplinary action, including but not limited to immediate discharge.

5. An employee may be required to take a medically approved test(s), given by authorized medical personnel, to determine whether the Company's drug and alcohol policy has been violated if the employee is suspected of being under the influence of a controlled substance, or if the employee is involved in an on-the-job accident which: (i). results in property damage; (ii). results in injury requiring medical treatment, and/or death; (iii). results in a motor vehicle citation being issued under state or local law for a moving traffic violation arising from the accident when any company vehicle requires towing from the accident scene; or (iv). when the employee is observed using alcohol or illegal drugs while on duty.

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<sup>1</sup> Detectable means at or above the cut-off limits set by the Department of Health and Human Services.

6. Employees subject to Department of Transportation (“DOT”) regulations must comply with DOT’s Drug and Alcohol Testing Policy.

7. An employee’s refusal to submit to a drug and/or alcohol test may result in disciplinary action, up to and including immediate discharge. Refusal includes: refusal to report immediately to the testing location upon request; refusal to sign a medical test authorization form as required by the Company; refusal to provide specimens unless medically incapable of doing so; and/or attempts to falsify or interfere with the testing process, including failure to comply with instructions or attempting to substitute, dilute, or otherwise change specimens to be tested. Employee consent to testing under this policy will not act as a waiver of disciplinary action, up to and including termination.

8. While the Company awaits the results of a drug and/or alcohol test, the tested employee may be suspended without pay. In this situation, if the results of the test are negative, the employee will be reimbursed for regular working time lost due to taking the test(s), and neither the fact that the employee took such test nor the results thereof shall be used against the employee.

9. If an initial test is positive, a second test will be conducted from the sample, and/or a second sample may be required. A confirmed positive drug and/or alcohol test may result in disciplinary action up to and including immediate discharge. The employee may also submit a written request for a confirmatory retest of the original sample at his or her own expense at an appropriately certified laboratory. Such written request must be received by the Company within five (5) working days of the date of the original test result notice. Any such retest would be in addition to the Company’s confirmation test described above.

10. An employee may be disciplined (up to and including discharge) for violation of the Company’s drug and alcohol policy, in the absence of a test, based on other evidence, including but not limited to observed conduct and symptoms.

11. Employees who are arrested and convicted for off-the-job drug-related activity may be in violation of this policy. In deciding what action to take, the Company will consider the nature of the charges, the employee’s present job assignment, the employee’s record with the Company, the impact of the employee’s conviction on the Company, and any other factor the Company may deem relevant.

12. Additionally, employees shall notify the Company of any criminal drug statute conviction no later than five (5) days after such conviction. Any employee who is so convicted will be in violation of this policy and subject to appropriate sanctions, including discharge. Alternatively, and in keeping with the Company’s desire to encourage treatment and rehabilitation where possible, the Company may, in its sole discretion, require a convicted employee to successfully complete an approved drug rehabilitation program in lieu of other disciplinary action.

13. Employees who know or suspect they have a substance abuse problem are encouraged to contact their supervisor for counseling and possible referral for treatment. The Company will not discipline an employee for voluntarily seeking treatment for a substance abuse problem if the employee is not in violation of the Company's drug and alcohol policy or other rules of conduct. The cost of such treatment is at the employee's expense (subject to possible coverage, if any, by group health insurance). Seeking such assistance will not be a defense for violating the Company's drug and alcohol policy, nor will it excuse or limit the employee's obligation to meet the Company's policies, rules of conduct, and standards including but not limited to those regarding attendance, job performance, and safe and sober behavior on the job. If an employee, during employment, enters a substance abuse rehabilitation program, the employee may be required to submit to unannounced testing for substance abuse for twelve (12) months following the employee's return to work as a follow-up to such a program. Notice of testing will not be given to the employee. Refusal to be tested will be grounds for discipline, up to and including immediate discharge.

Any violation of this policy may result in disciplinary action, including termination. The refusal to submit to a drug or alcohol test as provided for in this policy, tampering with a test specimen or interfering with the testing process, and/or refusal to promptly sign a consent form when requested, will be considered a violation of this Policy and grounds for discipline, up to and including termination for even a first offense

## **SECTION 4 GENERAL HIRING PROCEDURES AND EMPLOYMENT POLICIES**

### **4.1 Philosophy**

Tavern on the Point makes every effort to hire and promote qualified employees from within the Company. Understand, however, that it is also important for the Company to hire qualified employees from the outside to prevent stagnation and status quo thinking.

### **4.2 Checking References**

We believe it is good business policy to thoroughly check pre-employment references. This may include personal and professional references. In accordance with the law, the Company may also require a credit check in circumstances where it is a bona fide job qualification for the position, such as positions with unsupervised access to substantial amounts of cash. Misrepresentations (including omissions) are taken seriously by the Company and constitute grounds for discipline, including immediate discharge, as well as disqualification from further consideration for the position sought. Please be sure that all the information provided to the Company is accurate. This policy will be construed in accordance with all applicable state and federal laws.

### **3. Eligibility Verification and Identification**

Federal regulations require the Company to obtain a completed and signed Federal Form I-9, Employment Eligibility Verification Form from every prospective employee before he or she may be hired. Form I-9 is used to verify your identity and employment authorization in the United States.

Any employee hired by Tavern on the Point is further required to present the Company with documents of identity and eligibility to work in the United States. Acceptable documents may include, but are not limited to: a valid United States passport, or a valid state driver's license presented in combination with a social security card. A full list of acceptable documents can be found on the last page of Form I-9.

The Company must also retain a copy of each new, promoted, or rehired employee's photo identification in his or her personnel file.

### **4. Employment of Relatives and Friends**

The Company is committed to hiring the best qualified candidates to fill open positions, and we accordingly encourages you to refer your qualified friends and relatives to apply for job openings. Please understand, however, that an existing employee's referral of a friend or relative is only one of many factors the Company may, in its sole discretion, consider when evaluating applicants, and no hiring decision can or will be made solely based on an existing employee's referral or recommendation.

In no event, however, will the Company hire friends or relatives of employees where actual or potential conflicts may arise which could compromise supervision, safety, confidentiality, security, morale, and the like, at the Company. Further, if two existing employees in the same reporting structure marry, cohabitate, or become closely related by marriage, civil union, or other status – placing them in a conflict or potential conflict position – the Company may, at its option, make reasonable accommodations for one of the employees to eliminate the potential for conflict or, if deemed necessary in the Company's sole discretion, the Company may terminate one of the employees. Employees are expected to promptly notify management of changes or anticipated changes to their relationship with another employee which may create an actual or potential conflict position between them. These issues will be addressed on a case-by-case basis to ensure that there is no conflict of interest.

### **5. Hiring a Former Employee**

Former employees will be considered for positions only if they left the Company eligible to be rehired. Any employee who is discharged for cause (regardless of the specific reason), is not eligible for rehire. Former employees will be treated like any other new

applicant insofar as there will be a reassessment of references as well as their skill set for the job for which they apply. Please understand that, by rejoining the Company upon rehiring, you will not be entitled to reinstatement of benefits on any terms other than as a new employee or as otherwise required by law.

## **6. Job Descriptions**

Tavern on the Point has created a job description for its hourly employees. If you are an hourly employee and do not have a copy of your current job description, you should request one from your supervisor. Job descriptions prepared by the Company serve as an outline only. Due to variable factors, you may be required to perform job duties not within your written job description. Furthermore, the Company may have to revise, add to, or delete from your job duties according to Company needs. While we will try to avoid it, there may be times the Company must revise job descriptions with or without notice to the employee. If you have any questions regarding your job description, or the scope of your duties, please speak with your supervisor or another manager. Additionally, if you are a disabled individual in need of a reasonable accommodation to assist you in the performance of your essential job duties, you are encouraged to speak with your supervisor or another manager.

## **7. Tipped Employees**

Tavern on the Point is, for the most part, a full-service restaurant organization, tips (gratuities) are received from customers. Tips are determined and paid by customers, typically based on the quality of food, service and overall experience. The tips are then shared among the service staff (e.g., servers, bussers, runners, etc.). Standard tip sharing policy/program that will be communicated to you, if you are eligible to participate, and any questions regarding the tip sharing policies in place at your location of employment should be directed to your manager. Please note that tips are taxable income, reported to the IRS, and will be stated on your annual W-2 form.

## **8. Full-time and Part-time Employees**

At the time you are hired, you are classified as either a full-time or part-time employee. Unless otherwise specified by the Company, or unless otherwise required by applicable law, the benefits described in this Handbook, or in any other communications by the Company, apply only to full-time employees. Please note that all other Company policies apply to all employees regardless of their full-time or part-time classification.

Any employee who is expected to work at least 30 hours per week is considered a full-time employee for the purposes of this Handbook. Unless otherwise specified herein, full-time employees are eligible for all benefits described in this Handbook.

Any employee who is expected to work less than 30 hours per week is considered a part-time employee for the purposes of this Handbook, and will not be eligible for the benefits described in this Handbook unless specifically provided herein, or to the extent required by applicable federal, state, or local law.

## **9. Exempt Employees and Overtime Pay**

Consistent with Federal and State law, each Company employee is designated as either “exempt” or “non-exempt” based on the job duties he or she performs and the method by which he or she is paid. These designations dictate an employee’s eligibility for overtime pay, and you will be advised of your designation at the time of your hiring.

If you are classified as an exempt employee, you will be paid on a salaried basis (without regard to the number of hours of work performed in a pay period) and you are not eligible for overtime pay as allowed by Federal, State or local laws. Non-exempt employees are eligible for overtime pay, however please note that non-exempt employees are strictly prohibited from working overtime without specific authorization from management.

Exempt employees include, but are not limited to, managers, administrators, professionals, executives, outside salespersons, officers, and directors. If you have a question about whether you are an exempt or non-exempt employee, please contact your supervisor for clarification.

## **10. Introductory Period**

Your first 60 days of employment at the Company are considered an Introductory Period, and during that period you will not accrue benefits described in this Handbook unless otherwise required by law. This Introductory Period will be a time for getting to know your fellow employees, your manager and the tasks involved in your job position, as well as becoming familiar with the Company’s products and services. Your manager will work closely with you to help you understand the needs and processes of your job.

This Introductory Period is a try-out time for both you, as an employee, and the Company, as an employer. During this Introductory Period, the Company will evaluate your suitability for employment, and you can evaluate the Company as well. At any time during this Introductory Period, you may resign without any detriment to your record. If, during this period, your work habits, attitude, attendance or performance do not measure up to our standards, we may release you. If you take approved time off more than five workdays during the Introductory Period, the Introductory Period may be extended by that length of time.

At the end of the Introductory Period, your manager will discuss your job performance with you. During the discussion, you are encouraged to give your comments and ideas as well.

Please understand that completion of the Introductory Period does not guarantee continued employment for any specified period, nor does it require that an employee be discharged only for "cause."

A former employee who has been rehired after a separation from the Company of more than one (1) year is considered an introductory employee during their first 60 days following rehire, unless otherwise required by law.

#### **4.11 Personnel Files**

The Company maintains personnel files for each employee, including, but not limited to, employment applications, resumes, and other application materials; employment information, forms, and records; as well as certain personal information, pertinent to his or her employment.

Any employee may review the information and documentation kept in his or her own personnel file, and may request and receive copies of any personnel file documents which he or she has signed. Requests to review your personnel file, and/or to receive copies of documents you have signed, should be submitted in writing to the Company's Human Resources Department.

Any incorrect or out of date information in your personnel file should be promptly reported to the Company in writing so that the necessary corrections can be made by the Company. Please note that employees are expressly prohibited from personally removing, adding to, or changing any information or documentation in their files, and any changes or updates to your personnel file must be made by the Company itself.

#### **4.12 Personal Data Changes**

It is the obligation of each employee to provide the Company with their current address and telephone number. If you have any change in mailing address or telephone number, you are required to notify the corporate office in writing within three working days. Unless indicated otherwise, we will assume that the information we have on file is accurate and it will not be considered an excuse to that you failed to provide the Company with a current/updated address and phone number.

Employees also must also inform the Company of any changes to their legal name, marital or domestic partnership status, or tax withholding status (for business reasons such as insurance and payroll related issues).

### **13. Pay Period and Paydays**

Our payroll work week begins on Monday at 12:00 a.m. (midnight) and ends on Sunday at 11:59 p.m. Payday is normally on every other Wednesday afternoon for services performed for the two (2) week period ending the previous Sunday at 11:59 p.m.

### **14. Paycheck Deductions**

The amount of your payroll deductions will depend on your earnings and the number of exemptions you list on your IRS and Illinois W-4 Forms. Each paycheck lists current and year-to-date earnings and deductions. Any questions about your paycheck including possible payroll errors should be directed to the General Manager or your direct supervisor who will contact the Payroll Manager to investigate and adjust the matter as appropriate. Be assured that no retaliation will be taken or tolerated against any employee who reports a potential error; the accuracy of our payroll records is our main concern.

Please also note that the Company must comply with all applicable federal, state, and local laws with respect to the execution and amount of any wage assignment, garnishment, or levy against an employee's wages. If any court or government-ordered deductions are to be taken from an employee's paycheck, he or she will be notified.

## **SECTION 5 – EMPLOYEE LEAVE POLICIES**

### **5.1 Paid Time Off (“PTO”) Accrual**

Tavern on the Point Restaurants offers Paid Time Off (“PTO”) to eligible employees, to allow them paid time away from work for rest, relaxation, and personal pursuits. Employees in the following employment classifications are eligible to earn PTO after completion of certain periods of employment as described below:

- Full-Time Hourly Employees (working a minimum of 30 hours per week on average. For all employees who have been employed with the Company for more than a year, the average hours worked per week shall be calculated based on the preceding 52-week period.)
- Management Staff/Exempt Employees
- Chefs & General Managers
- Key Executives

PTO accrues in bi-weekly increments, concurrently with each bi-weekly pay period. A “day” of PTO, as used in the tables below, equals eight (8) hours of PTO. The amount of PTO an eligible employee accrues each pay period, and the total amount of PTO he or she accrues

for each year, depends on his or her employment classification and, for some employees, will also depend on the length of his or her employment, as shown in the following tables:

**Full-Time Hourly Employees**

Upon completion of six (6) months of employment, you will begin to accrue five (5) total days of PTO each year, to be used prior to your first anniversary date. You will similarly accrue five (5) total days of PTO in each subsequent year of employment. The following accrual schedule applies for all eligible Full-Time Hourly Employees:

<b>Years of Service</b>	<b>PTO Days</b>	<b>Accrual Rate</b>
1+ Years	5	1.54 Hours per bi-weekly pay period**

**Note:** You must work 30 hours or more per week to be eligible for the PTO benefit.

**\*\*During the first year of employment, each eligible Full-Time Hourly Employee’s PTO accrual rate will be accelerated as needed to ensure that he or she accrues a full five (5) days of PTO to use by his or her first anniversary date.**

**Management & Administrative Staff**

Management and Administrative Staff accrue five (5) total days of PTO each year during their first five (5) years of employment. After completion of five (5) years of employment, you will begin to accrue ten (10) total days of PTO per year. The following schedule applies:

<b>Years of Service</b>	<b>PTO Days</b>	<b>Accrual Rate</b>
1-5 Years	5	1.54 Hours per bi-weekly pay period***
5+ Years	10	3.08 Hours per bi-weekly pay period

**Chefs & General Managers**

Chefs and General Managers accrue thirteen (13) total days of PTO each year during their first five (5) years of employment. After completion of five (5) years of employment, you will begin to accrue fifteen (15) total days per year. The following schedule applies:

<b>Years of Service</b>	<b>PTO Days</b>	<b>Accrual Rate</b>
1-5 Years	13	4.00 Hours per bi-weekly pay period***
5+ Years	15	4.61 Hours per bi-weekly pay period

**Key Executives**

Key Executives accrue thirteen (13) total days of PTO each year during their first five (5) years of employment. After completion of five (5) years of employment, you will begin to accrue fifteen (15) total days per year, and after completion of ten (10) years of

employment, you will begin to accrue twenty (20) total days per year. The following schedule applies:

<b>Years of Service</b>	<b>PTO Days</b>	<b>Accrual Rate</b>
1-5 Years	13	4.00 Hours per bi-weekly pay period***
5-10 Years	15	4.61 Hours per bi-weekly pay period
10 + Years	20	6.15 Hours per bi-weekly pay period

### **Requesting and Taking Paid Time Off**

You may use PTO in a minimum of *one-day increments*, equivalent to eight (8) hours of PTO. To schedule PTO, you should first request approval from your supervisor, in *as much advance of the dates requested as possible*.

The Company will make reasonable efforts to grant employee's reasonable PTO scheduling requests, however PTO time cannot interfere with the Company's operations, and the Company therefore retains full discretion over the approval or denial of any PTO request. Each request will be reviewed based on several factors, including our business needs and staffing requirements.

PTO must be taken during the same employment year in which it accrues, however, after becoming eligible to take PTO, an employee may take any and all of the PTO he or she is scheduled to accrue during a given employment year at any time during that employment year (subject to the Company's approval of his or her PTO scheduling request, as discussed above).

Any PTO taken by an employee will first be deducted from the amount of PTO he or she has already accrued during that employment year (his or her "Accrued PTO"). If an employee's Accrued PTO is insufficient to cover his or her entire PTO scheduling request, he or she will be considered to have taken a "PTO Advance" from the remaining PTO he or she is scheduled to accrue during the remainder of that employment year. Any PTO taken as a PTO Advance shall be treated as a PTO loan from the Company, and all PTO scheduled to be accrued by an employee after taking a PTO Advance shall first be applied towards the outstanding balance of his or her PTO Advance, until that balance is reduced to zero (0). Any employee whose employment with the Company terminates, for any reason, before his or her PTO Advance balance has been reduced to zero (0) must compensate the Company for the remaining balance of his or her PTO Advance.

PTO compensation will be paid at your base pay rate at the time of the next regularly scheduled payday after the PTO is taken. PTO does not include any special forms of compensation, such as gratuities, incentives, commissions, bonuses, or shift differentials.

### **Unused Paid Time Off Will be Forfeited**

The purpose of PTO is to allow you paid time away from work to rest and relax. The Company strongly encourages you to use all your available PTO as it is an important

benefit for employee's wellness. Accordingly, no additional wages or salary will be paid to any employee in lieu of taking PTO.

In the event that you do not use all of the PTO you accrued for any given year, any unused accrued PTO will be lost/forfeited at the end of that anniversary year. ***The only exception is if management approves an extension in writing because of business reasons, which were outside the employee's control and approved in advance. Any such exception will clearly specify the amount of PTO which may be carried over to the following anniversary year, and may further set forth any restrictions or limits, including, but not limited to, a deadline by which the carried-over PTO must be taken before it is lost/forfeited, in management's sole discretion.***

## **2. Sick Leave Policy**

Company employees may accrue up to forty (40) hours of sick leave per 12-month period ("Sick Leave Accrual Year").

All employees will begin to accrue sick leave on the first day of their employment with the Company, and their Sick Leave Accrual Year will accordingly run from their start date/anniversary date each calendar year to the day before their anniversary date in the following year.

Sick leave is accrued on an hourly basis, subject to the forty (40) hour accrual cap per Sick Leave Accrual Year. For hourly employees, paid sick leave accrues in one (1) hour increments for every forty (40) hours worked. Salaried employees who are classified as exempt are presumed to have worked forty (40) hours each week for the purposes of paid sick leave accrual, and will accordingly accrue one (1) hour of paid sick leave per work week, so long as their normal work week is at least forty (40) hours. Any salaried, exempt employee who works less than forty (40) hours in a normal work week, however, will instead accrue paid sick leave based on the number of hours worked in his or her normal work week.

All paid sick leave will accrue in hourly increments only; no fractional accruals are permitted.

## **3. Sick Leave Carry Over and Forfeiture**

At the end of each Sick Leave Accrual Year, employees can "carry over" half of their accrued but unused paid sick leave to the following Sick Leave Accrual Year, with a maximum unrestricted carry over of twenty (20) total hours from one Sick Leave Accrual Year to the next.

Employees may further carry over up to forty (40) additional hours of accrued but unused paid sick leave to the following Sick Leave Accrual Year, however any such additional carry over hours may be used solely for taking leave under the Family and Medical Leave Act (“FMLA”).

At the end of each Sick Leave Accrual Year, any accrued but unused paid sick leave more than the amounts which can be carried forward to the next Sick Leave Accrual Year pursuant to this section will be forfeited.

Except as required by state law, all unused paid sick leave is forfeited when an employee’s employment ends for any reason.

#### **5.4 Taking Sick Leave**

Employees become eligible to use paid sick leave 180 calendar days (approximately six (6) months) from the start of their employment with the Company. Sick leave may be used in a minimum of *half day increments*, equivalent to four (4) hours of paid sick leave. Sick leave will be paid at your usual hourly rate, provided, however, that any employee for whom gratuities are customarily and usually considered part of his or her compensation shall be paid at the greater of his or her usual hourly rate, or the full hourly minimum wage under applicable law.

Employees generally may use no more than forty (40) hours of paid sick leave in each Sick Leave Accrual Year, however any employee who has carried forward forty (40) additional carry over hours from a prior Sick Leave Accrual Year *solely for taking FMLA leave*, as provided in the previous section, and has used such leave for FMLA purposes, may use no more than twenty (20) hours of other accrued paid sick leave during that same Sick Leave Accrual Year.

An employee is permitted to use paid sick leave when: (1) the employee or a family member is sick, injured, or is receiving medical care, treatment, diagnosis, or preventative medical care; (2) the employee or a family member is a victim of domestic violence or a sex offense under Illinois law; or (3) the employee's place of business or the employee's child's school or place of care is closed by a public official for a public health emergency.

In general, employees are expected to provide the Company with as much notice of any anticipated absence from work as practical under the circumstances, to allow the Company to make any necessary accommodations for the absence. At a minimum, however employees are required to provide the Company with at least seven (7) days’ notice of any reasonably foreseeable need to take paid sick leave. Reasonably foreseeable reasons for taking paid sick leave include, but are not limited to, scheduled doctor’s appointments or scheduled court hearings in domestic violence matters, unless such appointments or hearings are scheduled less than seven (7) days in advance.

If the need for sick leave is not reasonably foreseeable, however, the employee need only

notify the Company of the need for leave as soon as is practicable, and may do so via phone, email, or text message to his or her supervisor. Employees are expected to provide such notice no later than the unforeseeable absence itself, however such notice requirement will be waived in the event the employee is unconscious or otherwise medically incapacitated at the time he or she would otherwise be expected to notify the Company of his or her absence, or in the event the Company, in its sole discretion, determines that emergency circumstances otherwise warrant waiver of the advance-notice requirement.

## **5. Documentation Required for Three or More Consecutive Days of Sick Leave**

If an employee takes three (3) or more consecutive days of paid sick leave, Tavern on the Point Restaurants may, in its sole discretion, require the employee to provide certification that such paid sick leave was properly used for one of the permissible sick leave purposes set forth in this Handbook. When sick leave was taken due to the illness, injury, or medical care of the employee or his or her family member, documentation signed by a licensed health care provider shall satisfy this certification requirement. Such documentation need not specify the nature of the illness, injury, or condition, except as required by law. When sick leave was taken because the employee or a family member was the victim of domestic violence or a sex offence, the employee may satisfy the certification requirement by providing any one (1) of the following items: a police report; court document; signed statement from an attorney, a member of the clergy, or a victim services advocate; or any other evidence supporting the employee's claim, including a written statement from the employee, or from any other person who has knowledge of the circumstances. The employee may choose which of the foregoing documents to provide to the Company, and no more than one document will be required unless the consecutive paid sick leave days in question were taken in relation to more than one act of violence and/or more than one perpetrator, in which case the Company may, in its discretion, request documentation pertaining to each separate act or separate perpetrator.

Employees are expected to respond promptly to the Company's request for certification of the need for three (3) or more consecutive days of sick leave, however under no circumstances shall the Company prohibit an employee from taking his or her leave until he or she provides the requested certification, nor shall the Company delay payment of any wages because the employee has not yet provided the requested certification.

## **6. Disciplinary Action for Unauthorized Sick Leave Use**

Paid sick leave is specifically intended for use when employees or their family members are ill, injured, require medical treatment, are victims of domestic or sexual violence, or are affected by a public health emergency. The use of paid sick leave for any purpose not specifically authorized in this handbook is expressly prohibited, and disciplinary action, up to and including termination, in the Company's sole discretion, will be taken against any employee found to have used paid sick leave for any unauthorized purpose.

## **7. Sick Leave Anti-Retaliation Policy**

In no event may the Company, or any Company employee, discriminate in any manner or take any adverse action against any employee in retaliation for exercising, or attempting in good faith to exercise, any right to paid sick leave as set forth under applicable law, including, but not limited to, the rights to disclose, report, or testify about any violations of applicable sick leave law or related regulations. Such prohibited discrimination and adverse action includes, but is not limited to, unjustified termination, unjustified denial of promotion, unjustified negative evaluations, punitive schedule changes, punitive work assignments, or any other act of harassment linked to the employee's exercise of his or her rights. Any employee found to have engaged in such discrimination or harassment shall be subject to discipline, up to and including termination, in the sole discretion of the Company.

## **8. Jury Duty Policy**

Any employee summoned to serve on a jury on a day or days when he or she would otherwise be scheduled to work will be given unpaid time off from work to serve upon the jury accordingly. Employees are expected to promptly notify the Company upon receipt of a jury duty summons so that any necessary accommodations can be made, and must provide the Company with a copy of the summons within ten (10) days of its issuance.

The Company encourages all employees to fulfill their obligations to serve as a juror, and no disciplinary or retaliatory action of any kind will be taken against any employee due to his or her jury service, or his or her attendance or schedule attendance relating to jury service in any court in the State of Illinois.

## **9. Military Leave Policy**

Pursuant to the federal Uniformed Services Employment and Reemployment Rights Act (USERRA), neither the Company nor any Company employee shall discriminate against any person because of past military service, current military obligations, or intent to serve. The Company shall not deny any employee or job applicant initial employment, reemployment, retention in employment, promotion, or any benefit of employment based on any past, present, or future service obligation, and shall not retaliate against, or tolerate retaliation against, any person for an action taken to enforce or exercise any right under USERRA, or for assisting or otherwise participating in a USERRA investigation.

Any Company employee who leaves the Company to undertake military service, whether voluntarily or involuntarily, shall be reemployed by the Company following his or her military service, provided the employee:

- (1) Gave the Company notice that he or she was leaving the Company for service in

the uniformed services, unless notice was precluded by military necessity, or otherwise impossible or unreasonable to provide. Such notice may be written or verbal, but should have been provided as promptly as possible once the employee became aware of the need for leave;

- (2) Has five (5) or less years of cumulative service in the uniformed services while working for the Company (after considering certain USERRA exceptions for emergency call-ups, reserve drills, and annually scheduled training);
- (3) Has not been released from service under dishonorable or other punitive conditions disqualifying him or her from mandatory reemployment under USERRA; and
- (4) Reports back to the Company, or applies for reemployment, in a timely manner after the conclusion of his or her service, unless timely reporting back or timely application were impossible or unreasonable under the circumstances. Whether an employee reported or applied for reemployment in a timely manner shall be determined by the length of the employee's service, as set forth under USERRA, however such deadlines can be extended by up to two years if the employee is hospitalized or recovering from a service-connected injury or illness.

Any employee returning from service who meets the above conditions shall be restored to the job and benefits he or she would have attained but for his or her absence due to military services, or, in some cases, a comparable job, as required by USERRA.

## **5.10 Holiday Policy**

Tavern on the Point offers the following paid holidays:

- Christmas Day

If any holiday falls on, or will be observed on, your regular day off, the holiday will be observed as your supervisor determines.

An employee must have satisfactorily completed the Introductory Period to be eligible for holiday pay. Holiday pay for full-time employees is computed at the straight time rate of eight

(8) hours. In no case may an employee receive more than a normal day's wage for any holiday unless he or she worked that day, in which case they will receive the wages earned.

If you need time off to celebrate a religious holiday which is not celebrated by the Company, you are encouraged to use your PTO options for this purpose. If you do not have any earned or available PTO, you should speak to your supervisor as far in advance as reasonably possible to determine if a reasonable accommodation can be made to replace you for this purpose.

### **5.11 Meal Period Policy**

Employees scheduled to work at least seven and a half (7 ½) hours are entitled to and shall take at least twenty (20) minutes of uninterrupted time off for a meal period. The meal period must begin no later than five (5) hours after the start of the work period.

Bona fide meal periods (typically lasting at least 30 minutes) serve a different purpose than coffee or snacks breaks and, therefore, are not work time and are not compensable. If an employee is relieved of all duties (free to leave their post) for a meal period of thirty (30) minutes or more, the meal period is considered non-compensable work time and the employee is required to clock out at the beginning of the meal period and clock in when returning to his or her assignment.

### **5.12 Family and Medical Leave Act Policy**

Under the federal Family and Medical Leave Act ("FMLA"), eligible employees may take unpaid FMLA leave for certain medical or family reasons, as follows:

I. If you have been employed by the Company for at least twelve (12) months over the preceding seven (7) years (or over a longer period of time if the break in service is related to USERRA covered military obligations) and have worked at least 1,250 hours during the twelve (12)-month period preceding the start of the leave, and you work at or report to a work site which has fifty (50) or more Company employees within a 75-mile radius, you are eligible for up to a total of twelve (12) workweeks of unpaid, job-protected leave during any rolling twelve (12) month period, without loss of seniority or benefits, for one or more of the following reasons:

- a. Because of the birth of your child and to care for such child (within 12 months after the birth of the child);
- b. Because of the placement of a child with you for adoption or foster care (within 12 months of the placement of the child);
- c. To care for your spouse, child, or parents if they have a "serious health condition;"
- d. Because of a "serious health condition" that makes you unable to perform the functions of your job; or
- e. Because of any "qualifying exigency" (as defined by the Secretary of Labor) arising

out of the fact that your spouse, child, or parent is deployed on active duty in a foreign country (or has been notified of an impending call or order to active duty) in the Armed Forces.

A. Serious Health Condition. For purposes of this policy, “serious health condition” means an illness, injury, impairment or physical or mental condition that involves one of the following:

- i. Hospital Care. Inpatient care in a hospital, hospice or residential medical care facility, including any period of incapacity relating to the same condition;
- ii. Absence Plus Treatment. A period of incapacity of more than three (3) full consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves either:
  - (a) treatment two (2) or more times (within 30 days and provided the first visit takes place within seven (7) days of the first day of incapacity) by a health care provider, by a nurse or physician’s assistant under direct supervision of a health care provider, or by a provider of health care services under orders of, or on referral by, a health care provider; or
  - (b) treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider (first visit to health care provider must take place within seven (7) days of the first day of incapacity);
- iii. Pregnancy. Any period of incapacity due to pregnancy, or for prenatal care;
- iv. Chronic Conditions Requiring Treatment. A chronic condition which: requires at least two (2) periodic visits for treatment per year by a health care provider, or by a nurse or physician’s assistant under direct supervision of a health care provider; which condition continues over an extended period; and may cause episodic rather than a continuing period of incapacity;
- v. Permanent/Long-term Conditions Requiring Supervision. A period of incapacity which is permanent or long-term due to a condition for which treatment may be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider;
- vi. Multiple Treatments (non-chronic conditions). Any period of incapacity to receive multiple treatment (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery

after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) full consecutive calendar days in the absence of medical intervention or treatment.

B. Qualifying Exigency Leave. If you are an eligible employee (as defined above), you are entitled to take up to twelve (12) weeks of unpaid FMLA leave for any qualifying exigency arising out of the fact that a covered military member is on active duty or called to active duty status. The leave described in this paragraph is available during a 12-month rolling period, and may be taken on an intermittent or reduced leave schedule basis. You will be required to provide a copy of the covered military member's active duty orders or other documentation issued by the military that indicates that the military member is on active duty or is called to active duty status in a foreign country and the dates of the covered military member's active duty service. Eligible employees may take all twelve (12) weeks of his/her FMLA leave entitlement as qualifying exigency leave or the employee may take a combination of twelve (12) weeks of leave for both qualifying exigency leave and leave for a serious health condition (as defined above).

### **5.13 With respect to a Qualifying Exigency Leave:**

1. A "covered military member" means your spouse, son, daughter, or parent who is on active duty or called to active duty status in any foreign country in any of the Armed Forces, including a member of the National Guard or Reserves.

2. A "qualifying exigency" includes the following broad categories: (a) short notice deployment; (b) military events and related activities; (c) childcare and school activities; (d) financial and legal arrangements; (e) counseling; (f) rest and recuperation; (g) post deployment activities, including reintegration activities, for a period of 90 days following the termination of active duty status; and, (h) additional categories that are agreed to by the employer and employee within this phrase.

3. The phrase "son or daughter" is defined as your biological, adopted, or foster child, stepchild, legal ward, or child for whom you stood in loco parentis, of any age for qualifying exigency leave, who is on active duty or called to active duty status who is of any age. (Note: This definition is different from other sections of this FMLA policy).

4. A "parent" means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to you when you were a son or daughter but it does not include "parents in law".

C. Military Caregiver Leave. If you have been employed by the Company for at least twelve (12) months and have worked at least 1,250 hours during the 12-month period preceding the start of the leave, and you work at or report to a work site which has fifty (50) or more Company employees within a 75-mile radius of that work site, and you are a spouse, child (of any age for military caregiver leave), parent or next of kin of a Covered Service member, as defined below, you are entitled to a total of twenty-six (26) workweeks of unpaid leave during a single 12-month period to care for the Covered Service member (including twelve (12) workweeks for any other FMLA qualifying reason). The leave described in this paragraph shall only be available during a single 12-month period beginning as of the date the leave commences and ending 12 months after that date (and any unused amounts are forfeited).

Military Caregiver Leave may be permitted more than once if necessary to care for a different Covered Service member (or the same Service member with multiple or subsequent injuries or illnesses) up to a combined total of twenty-six (26) workweeks in a twelve (12) month period. However, your total available leave time in any single 12-month period generally may not exceed a combined total of twenty-six (26) workweeks (including FMLA time off taken for any other reason); except as provided under the FMLA regulations. You will be required to timely submit the completed paperwork provided to you and available from our Human Resources Department as a condition of receiving approved Military Caregiver Leave; except as provided under the FMLA regulations. NOTE: the 12-month computation period for this type of leave differs from the other types of FMLA leave.

#### **5.14 With respect to Military Caregiver FMLA Leave:**

1. A “Covered Service member” means a member of the Armed Forces, including a member of the National Guard or Reserves, who (i) is undergoing medical treatment, recuperation, or therapy, (ii) is otherwise in outpatient status, or (iii) is otherwise on the temporary disability retired list, for a serious injury or illness; or is a veteran (discharged for other than “dishonorable” reasons) who was on active duty at some point in the five (5) year period prior to the date when the medical treatment, recuperation or therapy for a serious injury or illness that necessitates the Caregiver’s leave).
2. “Outpatient status” means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for providing command and control of members of the Armed Forces receiving medical care as outpatients.
3. “Next of kin” means the nearest blood relative of that individual (regardless of age) other than an employee’s spouse, son or daughter. You are required to provide confirmation of the relationship upon request. The Service member may designate the blood relative who is considered his/her next of kin; otherwise, the following order generally will apply: blood relatives granted custody

by law, brother/sister, grandparents, aunts/uncles, and then first cousins.

4. "Serious injury or illness" means an injury or illness incurred by the Service member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the Service member's active duty and was aggravated by service in the line of duty) that (i) may render the Service member medically unfit to perform the duties of the member's office, grade, rank or rating, or (ii) in the case of a veteran Service member, that manifests itself before or after the member became a veteran.

D. Spouses Employed by the Company. If your spouse also works for the Company and you both become eligible for a leave under paragraphs I.a. or I.b. above, or for the care of a sick parent under paragraph I.c. above, the two of you together will be limited to a combined total of twelve (12) workweeks of leave in any rolling 12-month period. In addition, if you and your spouse both become eligible for a leave under the Military Caregiver Family Leave provision above or under a combination of the Service member Family Leave provision, paragraphs I.a., I.b. and I.e. above, or to care for your parent with a serious health condition, the two of you together generally will be limited to a combined total of twenty-six (26) workweeks of leave in any single 12-month period, but if the leave taken by you and your spouse includes leave described in paragraphs I.a. through I.e. above, that leave shall be limited to a combined total of twelve (12) workweeks of leave in any rolling 12-month period.

E. Medical Certification. Any request for a leave under paragraphs I.c., I.d. or under the Service Member Family Leave provision above must be supported by certification issued by the applicable health care provider or the Department of Defense. You are required to submit this information on the forms provided to you and available from the Human Resources Department or on the Invitational Travel Orders or Authorizations provided to you by the Department of Defense.

You will be required to submit a new medical certification form for each leave year for a medical condition(s) that last longer than one year. Additionally, you are required to submit a recertification of an ongoing condition every six (6) months about an absence where the duration of the condition is described as "lifetime" or "unknown".

At its discretion, the Company may require a second medical opinion and periodic recertification to support the continuation of a leave or under paragraphs I.c. and I.d. (except as otherwise provided by the Department of Labor). If the 1st and 2nd opinions differ, a 3rd opinion can be obtained from a health care provider jointly approved by both you and the Company (unless you accept the second opinion as determinative).

F. Intermittent Leave. If certified as medically necessary for the serious health condition of either you or your spouse, child or parent (as defined above), or to care for a Covered Service member if you are a spouse, child, parent or next of kin to the Covered Service member (defined in Paragraph C.1, above), leave may be taken on an intermittent or reduced leave schedule. Intermittent leave also may be taken if you qualify for leave

because of a qualifying exigency as described in Paragraph B, above, subject to the submission of a certification prescribed by the Secretary of Labor. If leave is requested on an intermittent basis, however, the Company may require that you transfer temporarily to an alternative position which better accommodates recurring periods of absence or to a part-time schedule, provided that the position offers equivalent pay and benefits.

G. Light Duty Work Assignments. While voluntarily performing in a light duty capacity while on FMLA leave, that time does not count against your 12-week FMLA allotment. In effect, your right to restoration is held in abeyance during the period that you are performing in a light duty capacity (or until the end of the applicable 12-month FMLA leave year if longer).

H. Notification and Reporting Requirements. All requests for leaves of absence must be submitted to the corporate office, for approval, at least thirty (30) days in advance of the start of the leave, except when the leave is due to an emergency or is otherwise not foreseeable. If the leave is not foreseeable, you must provide notice as soon as “practicable,” which generally means either the same day or the next business day that you learn of the need for leave, in the absence of any unusual circumstances. A delay in submitting an FMLA leave request may result in a loss of FMLA protections and/or a delay of the start of your leave.

You must respond to our questions relative to your leave request so that we can determine if the leave qualifies for FMLA protection; failure to do so may result in loss or delay of FMLA protections. If you are seeking leave due to an FMLA-qualifying reason for which the Company has previously granted you FMLA-protected leave, *you must specifically reference the qualifying reason or need for FMLA leave at the time of your request to be away from work.* It is not sufficient to simply “call in sick” without providing additional information which would provide the Company with reasonable cause to believe your absence/time away from work may qualify as an FMLA qualifying event. In all cases in which you are seeking leave under this policy, you shall provide such notice to the Company consistent with the Company’s established call-in procedures so long as no unusual circumstances prevent you from doing so. Failure to comply with the call-in procedures may result in a delay or denial of FMLA protected leave.

You must try to schedule a leave so as not to disrupt business operations. During the leave, you may be required to report periodically on your status and your intention to return to work. Any extension of time for your leave of absence must be requested in writing prior to your scheduled date of return to work, together with written documentation to support the extension. Your failure to either return to work on the scheduled date of return or to apply in writing for an extension prior to that date will be a resignation of employment effective as of the last date of the approved leave. Employees on leaves for their own serious health condition must provide fitness-for-duty releases from their health care provider before they will be permitted to return to work. Your maximum time on an FMLA leave of absence, all types combined, and including all extensions, cannot exceed a total of twelve (12) weeks in a rolling twelve-month period, unless you are a spouse, child, parent, or next of kin on leave to care for a Covered Service member, in which case

your leave can last for up to twenty-six (26) workweeks in a single twelve (12) month period (unless legally required otherwise).

An Employee shall not be granted a leave of absence for seeking or taking employment elsewhere or operating a confidential business. Unauthorized work while on a leave of absence will result in disciplinary action, up to and including discharge.

A leave of absence will not affect the continuity of your employment. Your original date of employment remains the same for seniority purposes. However, you will not accrue any benefits during the period you are on a leave.

I. Employee Benefits During Family and Medical Leave of Absence. You will be permitted to maintain insurance coverage for the duration of the leave under the same conditions coverage would have been provided if you had remained actively at work. However, you must arrange for the continuation of and payment of insurance premiums before you go on leave status. If you do not return to work after the leave, or if you fail to pay your portion of the premiums, you will be required, under certain circumstances, to reimburse the Company for the costs and expenses associated with insuring you during the leave.

J. Return from a Family and Medical Leave. If you return from your leave on or before being absent for twelve (12) workweeks in a rolling twelve (12) month period (or twenty-six (26) workweeks during a single twelve (12) month period if you took a leave under the Service Member Family Leave provision), you will be restored to the same or to an equivalent position to the one you held when the leave started. Of course, you have no greater right to reinstatement or to other benefits and conditions of employment than if you had been continuously employed during the FMLA leave period. In determining whether a position is “equivalent” we would look at whether the position had substantially similar terms and conditions of employment and whether the position entails similar duties, skills, efforts, responsibilities, authority, privileges and status. The alternative position should be at the same worksite or a nearby worksite with a similar work schedule. However, an employee does not need to be reinstated in a position with the same job title or in the same physical work site as the prior position.

If the leave was due to your own serious health condition, you will be required to submit a fitness-for-duty certification from your health care provider in accordance with our normal policies and practices applicable to other leaves of absence, certifying that you are able to resume work and perform the essential functions of the job (either with or without a reasonable accommodation). A list of the essential job functions will be made available to you for compliance with this requirement prior to the Company designating your leave as FMLA leave. If a reasonable job safety concern exists, you also may be required to provide a fitness for duty certification up to once every 30 days before returning from an intermittent or reduced schedule FMLA leave related to your own serious health condition. Generally, a returning employee will be permitted to return to work within two (2) business days of the Company’s receipt of a valid fitness for duty release.

If you fail to return to work at the expiration of your approved Family and Medical Leave, it will be considered a resignation of your employment with us. Likewise, an employee on FMLA leave who provides notice of their intent not to return to work upon expiration of a leave will lose their entitlement to FMLA leave and related benefits.

K. Key Employees. Certain highly compensated key employees may be denied reinstatement when necessary to prevent “substantial and grievous economic injury” to the Company’s operations. A “key” employee is a salaried Employee who is among the highest paid 10% of Employees at that location, or any location within a 75- mile radius. Employees will be notified of their status as a key employee, when applicable, after they request a Family and Medical Leave.

L. Coordination with Other Policies. You must substitute any accrued PTO time (if you otherwise qualify) for unpaid leave under this policy, and any such paid time off must be taken concurrently with your Family and Medical Leave. If you otherwise qualify for disability pay, you will collect it at the same time you are on unpaid Family and Medical Leave. Further, if you otherwise qualify for any other type of leave of absence, you must take that leave at the same time as you are taking your Family and Medical Leave. All time missed from work that qualifies for both Family and Medical Leave and for workers’ compensation (or any other type of lawfully allowed leave), will be counted toward your Family and Medical Leave. To receive any type of paid time off benefit while on FMLA leave, you are required to meet the Company’s conditions for taking the paid leave (although the Company may in its discretion waive any procedural requirement for the paid leave in appropriate circumstances).

M. Anti-Retaliation Provisions. Be assured that no retaliation will be taken or tolerated against any employee who exercises his or her rights under our FMLA policy. If you feel that you have been the victim of any discrimination or retaliation under this Policy, you are encouraged to contact your manager or the corporate office so that the matter can be promptly investigated and remedied as appropriate.

## **5.15 Workers’ Compensation Policy**

Under the Illinois Workers’ Compensation Act, most work-related injuries are covered by workers’ compensation insurance. Workers’ compensation is a “no-fault” system that provides compensation for medical expenses and wage losses to employees who are injured or who become ill because of employment. Almost all work-related injuries are eligible for worker’s compensation benefits, however exceptions include, but are not limited to, injuries caused by the injured employee’s own intoxication or commission of a forcible felony, or accidental injuries incurred during voluntary work-related recreation activities, such as parties or picnics.

Tavern on the Points pays the entire cost of workers’ compensation insurance. The insurance provides coverage for related medical and rehabilitation expenses and a

portion of lost wages to employees who sustain an injury on the job.

The Company abides by all applicable State of Illinois workers' compensation laws and regulations.

If an employee sustains a job-related injury or illness, it is important to notify his or her supervisor and Human Resources immediately, to assure consideration under workers' compensation. Employees are accordingly required to report all work-related injuries, including those that may appear minor or insignificant at the time of the injury, to ensure consideration for benefits in the event complications develop later.

Any supervisor to whom a job-related injury or illness is reported shall complete an injury report with input from the employee, immediately file a claim with the insurance carrier and forward the data to the Human Resources department.

In cases of true medical emergencies, employees should report to the nearest emergency room or urgent care facility

Workers' compensation benefits (paid or unpaid) will run concurrently with FMLA leave, if applicable, where permitted by state and federal law.

## **SECTION 6 – COMPANY POLICIES**

### **1. Employee Suggestions**

Tavern on the Point welcomes suggestions for continued improvement! If you know of a better way to do your job, produce or sell the products or services of our Company, or meet customer and guest needs, we encourage you to discuss this with your supervisor or to use an employee suggestion form. If you have a suggestion we agree will benefit the Company, we will give you recognition and possibly a financial bonus. Any bonus provided is at the sole discretion of management of the Company.

Understand that any suggestions, innovations, inventions, or other matter created by you on work time or with Company tools or property are "works for hire" and are, therefore, the intellectual property of the Company.

### **2. Employee Inventions**

All employee inventions created, in whole or in part, during an employee's work hours, or from the use of the Company's equipment or facilities, are a "work for hire" and the property of the Company.

Any employee who intends to develop and maintain property rights in any invention which relates in any way to the Company's products or services is required to discuss the

Company's policy in this area with the supervisor at the inception of any such effort.

### **6.3 Confidentiality and Non-Disclosure of Trade Secrets**

The trade secrets and confidential information of Tavern on the Point are its life blood. Company employees are required to protect the confidentiality of Company trade secrets, as defined under applicable law, and other confidential Company information. Without limiting the definition of trade secrets or confidential information in any way, "trade secrets" include all information which the Company has made reasonable efforts to keep secret, and which does or could derive value by not being generally known outside of the Company. Examples of such information which employees may encounter during their employment include, but are not limited to, customer lists, operational or manufacturing procedures, financial and/or cost information, and other confidential information.

Unauthorized disclosure of trade secrets or other confidential information is a serious matter, and is strictly prohibited. Access to this information must be limited to a "need to know" basis, and such information must not be used for personal benefit, disclosed to any other person either within or outside of the Company, or released, without prior authorization from a supervisor, except to the extent such disclosure is protected by applicable law.

Any employee who has information that leads them to suspect that an employee or competitor is obtaining the Company's trade secrets or other confidential information is required to immediately inform their supervisor of such.

Any violation of the Company's Confidentiality and Non-Disclosure of Trade Secrets policy may result in any discipline deemed appropriate in the sole discretion of the Company, up to and including immediate termination, and may further subject the employee to potential legal action.

All employees are required to sign a confidentiality agreement as a condition of their employment with Tavern on the Point. Every employee is solely responsible for reading, understanding, and complying with his or her signed confidentiality agreement.

The foregoing notwithstanding, it shall not be a violation of this Confidentiality and Non-Disclosure of Trade Secrets policy, or of any employee's signed confidentiality agreement, to disclose information to a government or law enforcement agency, if the employee has reasonable cause to believe the information discloses a violation of an applicable State or Federal law, rule, or regulation. No discriminatory or retaliatory action of any kind will be taken against any employee making such a disclosure, or against any employee disclosing information in a court, administrative hearing, before a legislative commission or committee, or in any other proceeding, provided the employee has reasonable cause to believe the information discloses a violation of a State or Federal law, rule, or regulation.

Further, under Federal law, all employees are immune from liability under applicable trade secret laws for disclosing a trade secret in confidence to a government official or to an attorney, if the disclosure is made solely for the purpose of reporting or investigating a violation of applicable law, or for disclosing a trade secret in a complaint or other document filed in a lawsuit or other proceeding, provided the complaint or document is filed under seal.

#### **6.4 Safety and Health Regulations**

It is the Company's policy to provide a clean, hazard-free, healthy, safe working environment for all employees, in accordance with the Occupational Safety and Health Act of 1970. Safety requires teamwork. We must depend on each other so that we all remain injury-free, and the Company requires that every person in the organization assume the responsibility of individual and organizational safety.

It is therefore the responsibility of each individual employee that all tasks be conducted in a safe and efficient manner, complying with all local, state and federal [safety and health](#) regulations, programmatic standards, and with any special safety concerns identified by Tavern on the Point, LLC.

The unit Safety Committees, the Director of Operations and Director of Human Resources shall have the responsibility to develop, and authority to implement, the safety and [health program](#) in the interest of a safer work environment, including Safety Plans.

Although the Company's safety regulations are consistent, it is also the responsibility of each employee to familiarize himself with the Safety Plan for his or her working area. Further, every employee is expected to remain alert to potential hazards; to take any reasonable steps within his or her ability or authority to correct or mitigate any hazards or potential hazards that may occur; and to immediately inform his or her supervisor or manager of any hazardous or potentially hazardous situation beyond his or her ability or authority to correct.

Failure to follow the Company's safety and health guidelines, failure to abide by any oral or written safety instructions provided by a supervisor or manager, or engaging in any other conduct which places any employee, client, or property at risk can lead to employee disciplinary action and/or termination, in the Company's sole discretion.

Any questions, concerns, or suggestions regarding the Company's safety procedures or instructions should be directed to your supervisor and/or manager. Any accident or injury to any person, any unsafe equipment, working condition, process, or procedure, or any other violation of this safety policy must be reported immediately to your supervisor, manager, or to any other member of management as reasonably warranted by the circumstances. **Please also note that all work-related injuries to Company employees are also subject to the reporting requirements set forth in the Worker's Compensation Policy of this Handbook.**

No employee will be punished, reprimanded, or otherwise retaliated against in any way for making a good faith report of a known or suspected safety violation or hazard.

## **6.5 Food Handler Certification**

Company employees who prepare, store or serve food, handle food equipment, food utensils, or food-contact surfaces must have a food handler certificate within 30 days of hire. This includes most positions, including servers, chefs, head chefs, head cooks, cooks, bussers, bartenders, dishwashers, hosts and hostesses who handle food and supervisors, such as the general manager or managers.

Managers who already have a food protection manager certification do not need a food handler certificate.

Workers receive a SERV Safe Food Handler Certificate after taking a basic food safety training course and passing an exam with a score of 75 percent or better. Once you have a certificate, provide a copy to your employer to keep on file. Proof of training must be provided during health inspections.

SERV Safe Food Handler Certificates are accepted everywhere in Illinois.

The SERV Safe Food Handler Certificate is the property of the employee, who can take it to another employer as long as the certificate is valid. Certificates are valid for three years from the date of issuance and are accepted everywhere in Illinois.

The National Restaurant Association has a Spanish-speaking customer service hotline for workers who have questions about the SERV Safe Illinois Food Handler Program. Call 866.901.7778, or e-mail [FoodHandler@restaurant.org](mailto:FoodHandler@restaurant.org).

## **REVISIONS TO THE HANDBOOK**

This Handbook is intended to inform you of our policies and procedures. The Company reserves the right to revise, add or delete from this Handbook, with or without notice. Written changes to the Handbook will be distributed to all employees or posted on the bulletin board or otherwise made available to the employees upon request. No oral statements or representations can change the provisions of this Handbook except with the prior approval of an authorized representative of management.

**EMPLOYEE HANDBOOK ACKNOWLEDGMENT AND RECEIPT**

I hereby acknowledge receipt of the Tavern on the Point, LLC. Employee Handbook (“Handbook”). I understand this Handbook supersedes all other previous manuals, handbooks, or policy statements of Tavern on the Point, LLC. (the “Company”).

I understand and agree that it is my responsibility to read and comply with the policies in the Handbook.

I understand that the Handbook and all other written and oral materials provided to me are intended for informational purposes only. Neither the Handbook, nor Company practices, nor any other written or oral communications create an employment contract or term. I understand that the policies and benefits, both in the Handbook and those communicated to me in any other fashion, are subject to interpretation, review, and change by management at any time without notice, in the Company’s sole discretion.

I further agree that neither this document nor any other communication shall bind the Company to employ me now or hereafter and that my employment may be terminated by me or the Company without reason at any time. I understand that no representative of the Company has any authority to enter into any agreement for employment for any specified period or to assure any other personnel action or to assure any benefits or terms or conditions of employment, or make any agreement contrary to the foregoing, except by a written agreement signed by the President of the Company.

I also acknowledge receipt of the Company’s Anti-Discrimination and Harassment Policy, Anti-Retaliation Policy, Pregnancy and your Rights in the Workplace Policy, Family and Medical Leave Act Policy and its policy regarding ADA Accommodations.

Please sign and date this acknowledgment and return to your Supervisor immediately. Your signed acknowledgement will be kept in your personnel file always.

\_\_\_\_\_  
Employee’s Name in Print

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date Signed by Employee

**TO BE PLACED IN EMPLOYEE’S PERSONNEL FILE**