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I. INTRODUCTION

Covelli Family, LTD Partnership, DBA, Panera Bread, (the “Company”) is pleased to have you as one of our employees. We believe that you will find your employment with us to be both rewarding and challenging.

We have prepared this guidebook to help you get acquainted with our policies, practices and working conditions. We know if you are proud of our products, you will be proud to work at Panera Bread.

Covelli Mission Statement: Our mission is to provide high quality product and exceptional service to our customers.

Purpose of This Handbook:
This employee handbook serves only to outline the major employment policies of the Company. The employee handbook is not intended to be and shall not be considered all-inclusive. This employee handbook is also not to be a substitute for the good judgment, common sense and discretion of company personnel.

This handbook shall replace any & all-previousemployee handbooks effective 01/01/2012.

Employment at Will:
This employee handbook is an advisory guide concerning the present policies, procedures and practices of Covelli Family, LTD. Neither this handbook nor any other policy, procedure, practice or form shall be construed as a contract concerning your employment with us. Matters are constantly changing, and, therefore, we retain the right to amend or replace this handbook with or without notice. We will provide notice of changes whenever possible.

The first 90 days of your employment with Covelli Family Partnership is considered a probationary period, in which your performance, conduct, and contribution will be closely observed, and during which time the Company or You may terminate the employment relationship at will, with no further obligations.

We hope that your employment with us will be mutually beneficial. We recognize, however, that needs and circumstances do change. In keeping with Florida’s employment-at-will doctrine either you or Covelli Family, LTD. can terminate your employment at any time and for any reason. As a courtesy, we request that you give us two weeks notice of your intent to terminate your employment.

We have developed procedures that we expect our supervisors to follow when exercising their right to change employment conditions or when it is necessary to discipline or terminate employees. If your employment should be adversely affected or terminated under circumstances, which you consider unfair, you may ask for a review of the matter in accordance with our procedures. These procedures, however, as previously explained, are not an employment contract.
Aside from the employment-at-will relationship explained in this section, no one other than designated Management Team members has the authority to enter into any employment contract of any kind between you and us. Any such contract must be by individual agreement, in writing and signed by you, designated management, and the general manager. No other employee has the authority to negotiate or enter into any oral or written contracts of any kind at any time and if any employee is found in violation of this policy such employee will be legally bound personally to the terms of any such contract.

**Employee Handbook Disclaimer:**
If any provision or the enforcement of such provisions of any policy contained in this Guidebook shall at any time be contrary to law, then such provision shall not be applicable except to the extent permitted by law. If, at any time thereafter, such provision or enforcement shall no longer be in conflict with the law, then it shall be deemed restored in full force and effect. If any person or circumstances shall be held invalid, the remainder of these policies, or the application of such provision to other persons or circumstances, shall not be affected hereby.

**II. EMPLOYMENT LAWS**

**Equal Employment Opportunity:**
The Company is an equal opportunity employer and makes employment decisions on the basis of merit. Company policy prohibits unlawful discrimination based on race, color, creed, sex (including pregnancy), religion, marital status, age, national origin or ancestry, physical or mental disability, medical condition, sickle cell trait, sexual orientation, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and prohibited by the Company.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, and to the extent required by the Americans with Disabilities Act, the Company will make reasonable accommodation in order to apply for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship for the Company would result.

Any applicant or employee who requires an accommodation in order to apply for the position or to perform the essential functions of the job should contact Human Resources at (813) 877-7533. The individual with the disability should specify what accommodation is required to perform the essential functions of the job. The Company will then engage in a timely, good faith interactive process with the applicant or employee to perform the essential functions of the job. If the accommodation is reasonable, will not create undue hardship on the Company or create a safety threat, the Company will make the accommodation.
If you believe that you have been subjected to any form of unlawful discrimination, provide a complaint to your supervisor, preferably in writing. If the complaint involves your supervisor, the complaint should be directed to Human Resources. Your complaint should be specific and include the names of the individual(s) involved and any witnesses. The Company will promptly undertake an effective, thorough and objective investigation.

If the Company determines that unlawful discrimination has occurred, effective and appropriate remedial action will be taken. Appropriate action also will be taken to deter any further discrimination. The Company will not retaliate against you for filing a complaint of discrimination and will not knowingly permit retaliation by management or your coworkers.

**Anti-Harassment Policy:**
The Company is committed to providing a work environment that encourages mutual respect and is free of unlawful harassment and strongly condemns any form of unlawful employment-related harassment. Company policy prohibits unlawful discrimination and bias. The Company’s anti-harassment policy applies to all persons involved in the operation of the Company and prohibits unlawful harassment by any employee of the Company, including supervisors and coworkers.

Prohibited unlawful harassment includes, but is not limited to, the following: Any harassment or use by anyone in its employ of any verbally-derogatory epithet based on race, religious creed, color, age, sex (including pregnancy), physical or mental disability, national origin, ancestry, medical condition, sickle cell trait, marital status, sexual orientation, or any other consideration made unlawful by federal, state or local laws; or sexual harassment, defined as unwanted sexual advances, or visual, verbal or physical conduct of a sexual nature; or sexual harassment including any form of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser when (1) submission to the conduct is made explicitly or implicitly a term or condition of an individual’s employment, (2) submission to or rejection of the conduct by an individual is used for employment decisions affecting an individual, or (3) such conduct has the purpose or effect of unreasonably interfering with the employee’s work performance or creating an intimidation, hostile, or offensive work environment.

If you believe you have experienced or witnessed any conduct that you believe may be inconsistent with this policy, you are to immediately notify the **Human Resources Department** at (813) 877-7533. Additionally, the Company has instituted a toll-free hotline at (866) 440-7666 to report any incidents or behavior you believe is inconsistent with this policy.

The Company will not retaliate against you for filing a harassment complaint and will not knowingly permit retaliation by management or your coworkers.

**Retaliation Is Strictly Prohibited:**
In addition to prohibiting harassment in the workplace, state and federal law also prohibits retaliation. Retaliation means taking employment action against an employee who complains about harassment or discrimination if such action may likely discourage a
reasonable employee from making or supporting a claim of harassment or discrimination. Examples may include, depending on the circumstances, demoting, failing to promote, terminating, changing work hours or changing job duties.

It is illegal to retaliate against an employee because they complained about harassment or discrimination, even if no harassment or discrimination ever happened. Company policy STRICTLY PROHIBITS any form of retaliation against an employee because they complained about harassment or discrimination.

**Open Door Policy:**
The purpose of Panera Bread’s *Open Door Policy* is to implement the Company’s philosophy that all employees should have free and immediate access to management to raise any type of work-related concerns. Alternatively, if an employee believes that their immediate supervisor is not the appropriate person with whom to raise such matters, the employee is encouraged to bring their concerns to the attention of any other supervisor or any member of management. Employees are further encouraged to pursue discussion of their work-related concerns with the management official they have approached until the matters they have raised are fully resolved. The Company cannot guarantee that in each instance the employee will be satisfied with the result, but in each case an attempt will be made to explain the resolution of the matter to the employee, even when it is not the result the employee sought. No employee will be disciplined or otherwise penalized for raising a good-faith concern. The Company will attempt to keep confidential all such expressions of concerns, their investigation, and the terms of their resolution. At the same time, however, some dissemination of information to others may be appropriate during the process of investigation and resolution of the employee’s concerns.

**Written Grievances:**
Employees who conclude that their work-related concerns should be brought to the attention of the Company are also encouraged to submit a written grievance or complaint whenever such a problem cannot be resolved with their immediate supervisor after an attempt to resolution through the *Open Door Policy*. Employees submitting a written grievance or complaint should do so in such a manner, which will not disrupt or interfere with the work of any other employee. An employee having a grievance or complaint should forward the grievance or a written complaint to the Human Resource Department. Thereafter the matter will be resolved promptly, or alternatively, the Company will conduct a formal investigation pursuant to the Internal Complaint Review Procedure.

**Internal Complaint Review Procedure:**
The purpose of the Internal Complaint Review Procedure is to afford all of the Company’s employees the opportunity to seek internal resolution of their work-related complaints. The Internal Complaint Review Procedure is intended to supplement the Open Door Policy. The Company will attempt to treat all internal complaints and their investigation in a confidential manner, while at the same time recognizing, however, that some dissemination of information to others may be appropriate in the course of investigating and resolving internal complaints. The Company will not discipline any employee who brings a complaint in good faith, regardless of whether or not the complaint is found to have merit. The complaint review procedure is as follows:
1. **Filing of Complaint**
   Employees should prepare a written complaint and direct it to the attention of the Human Resource Department in the Tampa Office as soon as possible after the events that give rise to the employee’s work-related concerns. The written complaint should set forth in detail the reasons for the complaint and the resolution sought by the employee. It should be signed and dated by the employee and then sent to the Human Resource Department in a confidential envelope.

2. **Investigation**
   The Human Resource Department, upon receipt of a written complaint, will send the employee an acknowledgement that the complaint was received and that it is under review. The Human Resource Department will direct the investigation of the complaint. Where necessary, the investigation will include a face-to-face meeting with the employee and with others who are named in the complaint or who may have knowledge of the facts pertinent to the complaint.

3. **Resolution**
   On completion of the investigation, the Human Resource Department will take action to resolve the complaint. In addition, the Human Resource Department will meet with the employee to discuss the resolution of the complaint.

**Civic Absences:**
Employees will be granted a leave of absence without pay as required by law for the purpose of fulfilling any required academic, legal or military obligation, i.e., jury duty, appearance as a witness in a legal proceeding, or military reserve duty. Employees are required to provide reasonable advance notice of any need for such leave and are expected to return to work each day that they are not selected for jury duty or called as a witness.

**Personal Leave Of Absence:**
The Company may, in its discretion, grant an unpaid leave of absence for up to one year for any employee who, because of extenuating circumstances beyond their control, needs a leave of absence to deal with personal issues including a serious illness within their family. The decision to grant such an unpaid leave of absence is within the sole discretion of the Company. However, in no such cases will this offer of unpaid leave be granted in addition to any Family Medical Leave Act leave requested and granted with the sole effect being to limit the maximum period of unpaid leave to one year.

**Domestic Violence Leave:**
Employees that have worked with the company for at least 3 months are eligible to take a Domestic Violence Leave of up to 3 days in a 12 month period for the following reasons:

1. Get medical care or mental health counseling
2. Ask for an injunction
3. Get help from organizations that help victims
4. Get legal help related to the domestic or sexual violence
5. Prepare for and/or go to court
6. Make the home safe or move somewhere safe

If possible, advanced notice should be given to your supervisor if the need for leave is presented. Proof of victimization will also be required to be sent to Human Resources for the leave to be approved.

**Family and Medical Leave Act:**
As required by law, since we are an employer of fifty (50) or more persons, the Company will provide the benefits offered by the Family and Medical Leave Act (FMLA). Under the FMLA, an employee who has been employed for at least 12 months and has worked for the Company for at least 1,250 hours during the previous 12 months may be granted unpaid leave for one or more of the following reasons:

1. Birth of child to the employee or to the employee’s spouse.
2. Placement of child with the employee for adoption or foster care.
3. To care for a spouse, son, daughter or parent who has a serious health condition.
4. A serious health condition of the employee rendering him/her incapable of performing the functions of his/her job.
5. To care for a spouse, son daughter, parent or next of kin who experiences a serious injury or illness during active duty in the Armed Forces (including National Guard and reserves).
6. “Qualifying exigency” (as defined by the Secretary of Labor) connected with the active military duty or call to active duty of an employee’s spouse, parent or child.

Employees are required to provide at least 30 days advance notice before leave is anticipated to begin if the need for leave is foreseeable. If 30 days advance notice is not practicable, the employee is required to give as much notice as possible. Employees should give notice within one or two working days of learning of the need for leave, except in extraordinary circumstances.

FMLA provides eligible employees with up to 12 or 24 workweeks of unpaid leave in a 12 month period. The leave can be taken in one continuous block of time, although this is not necessary. Sometimes, leave may be taken on an intermittent basis or on a reduced time schedule. If intermittent leave is required, this need should be outlined in the certification from the employee’s health care provider. Regardless, the leave may not exceed a total of more than 12 workweeks in a leave year (24 months)

**General Requirements:**
You are eligible for up to 12 weeks of unpaid leave during a 12 month period: (1) to care for a child born to or placed with you for adoption or foster care; (2) your own serious health condition; or (3) the serious health condition of your spouse, parent or child. To be eligible for FMLA leave, you must have been employed by the Company for at least 12 months and have worked at least 1,250 hours during the previous 12-month period. The 12-month period of entitlement is measured backward from the date you use any FMLA
leave. Leave may be taken on an intermittent or reduced work schedule basis if medically necessary.

**Leave Is Unpaid:**
FMLA leave is unpaid leave. Certain types of paid leave must first be substituted and used for unpaid FMLA leave. The substitution of paid leave time for unpaid leave time does not extend the 12-week leave period.

**Notice of Leave:**
If your need for FMLA leave is foreseeable, you must give the Company at least 30 days prior written notice. Where the need for leave is not foreseeable, you are expected to notify the Company as soon as practicable, generally within 1 to 2 business days of learning of your need for leave.

**Medical Certification/Fitness for Duty:**
You will be required to provide a certification from the appropriate health care provider for medical leaves. The form may be obtained from Human Resources. The medical certification must be provided within 15 days after it is requested, or as soon as reasonably possible under the circumstances. Failure to provide requested medical certification in a timely manner might result in denial of leave until it is provided. You will be required to present a fitness-for-duty certificate upon return to work following your own medical leave.

**Medical and Other Benefits:**
During the leave, the Company will maintain your health benefits on the same conditions as if you had continued working. If paid leave is substituted for unpaid family/medical leave, the Company will deduct your portion of the health plan premium as a regular payroll deduction. If your leave is unpaid, you must make arrangements with Human Resources to pay your portion of the premium. Failure to pay the employee portion of the health insurance premium could result in termination from the group health plan.

**Returning From Leave:**
An employee taking a leave under FMLA is generally entitled to return to his or her same position or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

The application of this policy and the procedures set forth herein may be modified in accordance with changes in applicable law. **Please refer all employees requesting FMLA to Cinnamon Noland (813) 877-7533.**

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### III. EMPLOYMENT & PAY

**Employee Classifications:**
*Full-Time Employee* refers to any employee who is regularly scheduled to work thirty-five (35) or more hours per week. *Part-Time Employee* refers to any employee who is regularly scheduled to work thirty-four (34) or less hours per week. *Salaried Employees*
refers to any employee who is paid a fixed amount on a periodic basis and not by the hour. **Hourly Employees** refers to any employee whose compensation is paid by the hour and may fluctuate according to the number of hours worked. **Change In Employment Status** refers to the classification change made by the Company, of any employee at any time based on the nature of their job assignment, responsibilities, or compensation.

**Hours of Work and Overtime (Nonexempt Employees):**
Forty hours constitutes a week’s work for nonexempt and hourly associates. All nonexempt and hourly associates shall be paid at one and one-half the regular hourly rate for all time actually worked in excess of forty hours per week.

**Payroll:**
There are 26 paydays every calendar year. Employees are paid bi-weekly. The company work week begins on Wednesday and continues through the subsequent Tuesday.

**Example of pay scheduling/pay day**
**Y pay period**
Wednesday, 01/11/12 – Tuesday, 01/24/12: payday is Wednesday, 02/01/12
Wednesday, 01/25/12 – Tuesday, 02/07/12: payday is Wednesday, 02/15/12

Direct Deposit is made available to all employees. It is the Company’s suggested method of wage payment. Physical paychecks will not be issued in the Café’s between the hours of 11 a.m. and 2 p.m. If a payday falls on a holiday, employees will be paid on the preceding day. Checks may be obtained from supervisors or managers. If an employee is absent when the paycheck is distributed, the employee may obtain the paycheck when the employee returns. Unless extraordinary circumstances occur, family members, friends, guardians and co-workers are not permitted to obtain an employee’s paycheck without the employee’s written consent. Checks not picked up after two weeks from the pay date will be sent back to Ohio for logging and will then be mailed to the last address on file.

Pay discrepancies should be reported immediately to your supervisor or manager for corrections. The Company’s policy is to recoup any overpayment and to add reimburse to the associates for any shortages. Re-issuance of a lost or stolen check will be made only after a stop payment has been ordered. Stop payment will be at the expense of the associate. Checks not cashed or deposited within 90 days of issue, must be returned to the Company before a new check will be issued.

**Wage Policy:**
Panera Bread Management will endeavor to review the performance of all hourly associates. Pay increases are not automatic. The Company does not make pay advances or employee loans.

**Payment on Resignation or Termination:**
If an employee resigns with or without two weeks notice or is terminated involuntarily, they will be paid for wages earned in the pay period(s) when wages would normally be paid. Employees that are eligible and have enrolled in our Direct Deposit Program will
receive their final paycheck via Direct Deposit. Paper checks may be picked up at your normal work location unless other arrangements are made.

**Change of Address/Status:**
All associates must furnish the Company with their current address and telephone number where the associate can be reached. The associate is responsible for notifying the Company in the event of a change either in address, telephone number and name changes. A new W-4 must be completed with name changes, marital changes and dependant changes. Failure to do so will impair delivery of checks, forms, notices, and end of year tax information.

**Attendance and Punctuality:**
You are expected to report to work on time at the start of your shift - you are allowed a 5 (five) minute grace window. Absenteeism and tardiness disrupts the normal operation of the company and hinders the ability of the Company to service its customers. Certain illnesses justify an occasional absence, but the Company cannot tolerate habitual absenteeism or tardiness, regardless of the reason. A note from a doctor or medical office should document an absence due to illness. Without such documentation, the absence may be considered unauthorized. Other authorized excuses such as court appearance will be accepted, if documented.

**Notice of Absence:**
When an employee needs to be absent from work, he/she must contact his/her supervisor, or designated representative, **at least 4 hours prior to his/her scheduled start time** and demonstrate a reasonable attempt to provide coverage for his/her shift. If the request is due to an unexpected emergency, the nature of the emergency should then be shared with the supervisor. An employee who does not call or report to work will be considered to have voluntarily resigned employment with the Company, unless there are extenuating circumstances.

**Excused Absences:**
Whenever possible, employees are encouraged to schedule any absences from work. Such absences, when scheduled and/or approved, are considered excused absences, and generally will not lead to disciplinary action nor will it affect holiday pay. Employees are required to find another Associate to cover their shift and notify Management. If they are having trouble finding coverage, the employee will need to notify Management immediately to discuss options.

Examples of excused absences are as follows: Vacation, Flex days, Holidays, Bereavement, FMLA, Jury or Witness Duty Leave, Military Leave, Workers Compensation Leave.

**Benefits:**
**401k:** *Please note: 401k plans are available for all employees.* Please see the respective 401k plan’s Summary Plan Description for more information.

*Please note; this portion applies to salaried managers and bakers only.*
The Company understands that everyone needs vacations and time off during the year. Please let your immediate supervisor know four (4) weeks in advance of any vacations and time off you are requesting. After one year of employment, at your anniversary date, you are entitled to one (1) week paid vacation. After two years, at your anniversary date, you are entitled to two (2) weeks paid vacation. After five (5) years and up, at your anniversary date, you are entitled to three (3) weeks paid vacation. Please note, without prior approval vacations cannot be taken back-to-back. The exception to this would be if you were on Family Medical Leave, you would have the option to use your vacation time.

Health & Dental Insurance: Please note, health and dental insurance is available for salaried managers and bakers only. 60 days after your hire date, you will be eligible for insurance that would begin the first month after your 60-day waiting period.

Reviews:
Your immediate supervisor is responsible for completing your review. Ninety (90) days after hire date, you will have a review; however, a review does not guarantee a pay increase. Furthermore, as openings occur and as an associate improves their job skills, they may be considered for advancement depending upon an associate’s qualifications for the position and in compliance with all applicable laws.

Termination:

Voluntary Termination
An employee may be considered to have voluntarily terminated their employment with the Company if the employee:

- Resigns from the Company or quits their job
- Fails to return from an approved leave of absence
- Absent, without sufficient notice, for 1 day is a no call no show

The Company requests that an employee who intends to resign give the Company two-weeks notice to enable the Company to accommodate the schedule.

Involuntary Termination
An employee may be involuntarily terminated for reasons that may include poor performance, misconduct, or other violations of the Company’s rules of conduct as set forth in Employee Handbook. The previous examples are not meant to be all encompassing and there may be other reasons that could result in termination of employment. As stated earlier and throughout this handbook, all employees are employed “At-Will,” and the company reserves the legal right to discharge or terminate employees at any time and for any reason. Likewise, employees have the legal right to terminate their employment at any time and for any reason. This employee handbook is not a contract and it is not intended to create any contractual obligations on the part of the company.

Obligations upon Termination
All items that have been issued to an employee during the course of employment remain the property of the Company. At the time of an employee’s termination, whether voluntary or involuntary, all documents (training manuals) and other items of Company property in the employee’s possession or control must be returned to the Company within 24 hours of an employee’s separation with the Company.

Reference Checks:
The Company generally responds to reference requests from third parties with respect to former employees. All inquiries, written or telephonic, seeking employment reference information are to be directed to the Tampa Office; Human Resources Department.

Exit Interviews:
Employees leaving the Company for any reason are offered an exit interview. The exit interview allows an employee to communicate their views on their work with the Company. At the time of the exit interview, the employee must return all Company-furnished property, such as keys, credit cards, documents, manuals, etc. Arrangement for receiving final pay will also be made at this time. If you wish to request an exit interview, please contact Cinnamon Noland at (813) 877-7533.

IV. WORK RULES AND POLICIES

Panera Bread expects all associates to behave responsibly and demonstrate good work habits.

Employee Code of Conduct:
The rules of conduct set forth in this section of the Employee Handbook are intended to provide employees with examples of the Company’s expectations regarding the conduct of employees. Obviously, any set of rules cannot identify all types of unacceptable conduct or behavior. Therefore, employees should understand that conduct not specifically listed below also might result in disciplinary action if it adversely affects or is otherwise detrimental to the interests of the Company, other employees or customers.

The list of examples provided is not meant to be all-inclusive, and various circumstances not stated in this policy may arise and require discipline or immediate termination. In addition, this section of the Employee Handbook is not intended to be a substitute for the good judgment, common sense, and discretion of the Company personnel and management.

Unacceptable Job Performance and Misconduct:
Employees may be disciplined up to and including discharge for poor job performance as determined by the Company. Poor job performance includes, but is not limited to, the following:

1. Below-average work quality or quantity;
2. Poor attitude, including rudeness or lack of cooperation;
3. Unacceptable or unexcused absenteeism, excessive tardiness, or abuse of break and lunch privileges;
4. Failure to follow instructions of the Company’s procedures;
5. Failure to follow the Company’s equal opportunity, anti-sexual harassment, and non-discrimination policies;
6. Insubordination;
7. Theft;
8. Discourtesy or gossiping;
9. Misuse or destruction of Company property or the property of another on Company premises;
10. Unauthorized use or disclosure of confidential or proprietary information;
11. Falsifying or altering Company records, including misrepresentation or omission of information on the job application or employee form;
12. Unauthorized alteration of time cards or punching or signing of another employee’s timecard;
13. Interference with the work performance of others;
14. Fighting or gambling;
15. Discrimination or harassment, including sexual harassment, of another employee, customer, client or person doing business with the Company;
16. Being under the influence of, using, manufacturing, dispensing, distributing, possessing, or selling alcohol, drugs or controlled substances on Company property or while conducting Company business;
17. Dishonesty of any kind in your relations to the Company or its customers and clients;
18. Accepting cash or gifts from customers, clients, or entities which do business with the Company;
19. Sleeping on the job or leaving the job without authorization;
20. Possessing a firearm or other weapon on Company property or while conducting Company business;
21. Conviction of a crime that raises a threat to the safety or well-being of the Company, its employees, customers, or property;
22. Failing to report to the Company, within three (3) days, of being convicted of a felony for a violation occurring in the workplace or any other crime that raises a threat to the safety or well-being of the Company, its employees, customers or property
23. Using the Internet and/or electronic devices to threaten, embarrass, harass, causing disruption of employees is prohibited. Ex. Myspace, zango, facebook, text messaging, etc.
24. Utilizing Internet blogs or sites to disclose confidential policies and practices, posting images and/or company materials, or portraying the company negatively is prohibited.
25. Using the Internet for non-work related issues on the office computers.

Disciplinary action may be taken for other work-related misconduct as well.
Non-Dating Policy:
Dating between a supervisor and a subordinate is prohibited. If such a relationship develops, the employees involved are required to report the relationship to the Human Resources Department. The Department will then, in conjunction with other members of management and to the extent practicable and feasible, make an effort to separate the employees organizationally. This may include transferring one or both persons involved.

A Drug-Free Workplace:
Illegal drugs and alcohol misuse are inconsistent with the Company’s longstanding commitment to a safe and productive work environment. Accordingly, the Company is implementing this policy effective January 1, 2004.

Whenever employees are working, operating Company vehicles or present on Company premises, they are prohibited from:
• Using, possessing, buying, selling, manufacturing or dispensing illegal drugs;
• Being under the influence of alcohol or illegal drugs; and
• Possessing or consuming alcohol.

Employees may consume or possess alcohol at Company functions. Employees may also consume alcohol in moderation while entertaining clients and prospective clients provided such entertainment is part of their assigned job duties. These privileges will be withdrawn if abused or the employee has violated this Policy.

This Policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their doctors about the medications' effect on their ability to work safely, and promptly disclose any restrictions to their supervisor. (Employees should not, however, disclose underlying medical conditions unless specifically directed to do so.)

Smoking:
The Company’s premises, including the patio areas, are designated no smoking areas. Smoking is not permitted inside the Company’s premises. Employees must restrict their smoking to regularly scheduled breaks. Employees hired on as Bakers will receive training on smoke breaks during the overnight shift.

Loitering:
Employees are prohibited from loitering and/or unnecessary visiting or roaming through the bakery-café's inclusive of patio areas when not scheduled to work.

Solicitation:
In the interest of preserving productivity and discipline, the soliciting or distribution of any product or material by an Associate is prohibited during business hours. Any non-associate who attempts to solicit should immediately be referred to a manager.

Security/Confidentiality:
The Company has an interest in protecting employees, employee property, and the property of the Company. Any security concern should be reported promptly to a supervisor. Company property includes not only tangible property, such as desks, typewriters, and computers, but also intangible property such as business data, formulas, and information. Specifically, any questions concerning Panera Bread’s procedures, recipes, vendors, ingredients, and other privileged information should not be given out. If questions arise, refer them to management.

**Dress Code:**
All associates working in Panera Bread locations are required to follow the below-outlined dress codes. Managers reserve the right to determine the appropriateness of any associates’ grooming or attire.

- **Associate Shirts:** Clean, pressed, solid colored (except black), collared, polo style, good repair, and tucked in. Sport logos/emblems, neon colors, flannel (plaids); sweaters or sweatshirts are **not** permitted.
- **Catering Coordinators:** Clean, pressed, Panera Bread issued colored button up, good repair, and tucked in. Sweaters or sweatshirts are **not** permitted.
- **Baker Shirts:** Clean, pressed, Panera Bread issued colored polo, good repair, and tucked in. Sweaters or sweatshirts are **not** permitted.
- **Manager Shirts:** Clean, pressed, Panera Bread issued colored button up style, good repair, and tucked in. Sweaters or sweatshirts are **not** permitted.
- **Associates Aprons, Hats & Name Tags:** Provided at no cost to each associate. Aprons are to be left in Café’s and hats must fit properly and be worn with the logo facing the front. Name Tags must be worn at all times and must remain in the stores.
- **Baker Hats:** Provided at no cost to each baker. Hats must be worn at all times.
- **Associate Slacks:** Clean, pressed, good repair, khaki colored “Dockers” style. Jeans, cargo pants, baggie pants, and shorts are **not** permitted. Slacks are to be worn with a plain black belt and not below the waist.
- **Baker Slacks:** Clean, pressed, good repair, khaki “Dockers” style. Jeans, cargo pants, baggie pants, and shorts are **not** permitted. Slacks are to be worn with a belt and not below the waist.
- **Catering Coordinator Slacks:** Clean, pressed, good repair, khaki or black colored “Dockers” style. Jeans, cargo pants, baggie pants, and shorts are **not** permitted. Slacks are to be worn with a belt and not below the waist.
- **Manager Slacks:** Clean, pressed, good repair, neutral colored (Black, khaki, gray, etc.) dress or “Dockers” style slacks. Jeans, cargo pants, baggie pants, and shorts are **not** permitted. Slacks are to be worn with a belt and not below the waist.
- **Shoes:** Clean black closed-toe shoes, black sneakers or black loafers with a **non-slip sole**. Pumps, clogs, converse style, open-toe shoes, or sandals are **not** permitted. Nylons and/or socks must be worn at all times.
- **Hair & Facial Hair:** Hair must be neat, clean and appropriately maintained with **no** extreme styles, colors, and shaved/cut designs.
Females must pull back long hair and hair longer than the shoulder must be pulled back into a bun. Male employees must maintain a short haircut and the hair must not go below the top of the ear. Men are not permitted to have long hair regardless of intent to pull back. Facial hair/Goatees and Beards are not permitted and sideburns are not to extend below the bottom of the ear.

- **Jewelry & Nail Polish:** Women are permitted no more than one earring per ear. Earrings must be small posts. Men are not permitted to wear earrings. Both Men and Women: No more than one (1) ring in total and it must be solid. Bracelets, watches, and neck chains are not permitted. No visible tattoos and absolutely no other visible piercing jewelry are permitted—including tongue. Nail polish is permitted as long as it is neutral colored or clear and not chipped.

- **Religious Exceptions:** An employee is to be afforded a reasonable accommodation or exception to these rules if their religious beliefs necessitate adhering to certain standards.

If you have questions about these standards or difficulty in meeting them you are encouraged to discuss it with a member of your Management Team. If you are out of dress code your manager has the right to send you home for the day – unpaid.

**Associate Meals:**
Associates working three hours or more on the same day are entitled to receive a discounted meal. The manager will determine the scheduling for each associate break:
- **Free:** Drip coffee, fountain sodas, iced tea – this does not include café drinks or lemonade.
- **50% Discount:** Bakery and Café items for personal consumption. Includes all bottled/canned drinks.

**Baker Meals:**
Bakers working three hours or more on the same day are entitled to receive a discounted meal. All meals must be called in advance to the Bakery Café no later than 7pm on the evening of shift:
- **Free:** Drip coffee, fountain sodas, iced tea – this does not include café drinks or lemonade.
- **Receive up to a $10.00 spending limit on days they work:** Bakery and Café items for personal consumption. Includes all bottled/canned drinks.

**Catering Coordinators:**
Catering Coordinators and Assistants working three hours or more on the same day are entitled to receive a discounted meal. The manager will determine the scheduling for the Catering Coordinator for the meal.
- **Free:** Drip coffee, fountain sodas, iced tea – this does not include café drinks or lemonade.
• 50% Discount: Bakery and Café items for personal consumption. Includes all bottled/canned drinks.

Manager Meals:
Managers working in Bakery Café are entitled to receive up to $10.00 a day for meals. This includes Shift Supervisors whom are opening or closing the Bakery Café. These meals are for same day only. Anything above $10.00 is to be approved by the Area Director. Shift Supervisors that are not opening or closing are to receive the Associate meal discounts.

Eating or drinking behind the Bakery and Café counter is prohibited. If you need a drink break and it is not your regularly scheduled break, you may do so with a manager’s permission. Drink cups in the workplace are prohibited.

Personal Property:
The Company is not responsible for any personal items that are worn/carried/used by the associate. Items that become damaged destroyed or lost, while on the premises of Panera Bread locations will be the sole responsibility of the associate involved – regardless of the circumstances. Please do not bring valuables to work with you.

Lost & Found:
Items that were left behind by customers or other associates are to be turned in to your manager immediately. If the item is a wallet or purse (or something similar), the manager must open it in front of two witnesses, count the monetary contents, write the amount down, have the two witnesses sign the inventory, and lock everything in the safe. A claim for the item is to be accompanied by a detailed description and/or I.D. from the person claiming it as their property.

Telephone:
Always answer the telephone by introducing Panera Bread, your location, and yourself. When taking an order legibly write the date, time, contact name, contact number, order and any specific directions. Always repeat the information to the customer before ending the call. Answer all calls by the third ring. This is a business phone - personal phone calls are not permitted without a manager’s approval.

Associates Cell Phone Usage:
Cellular phones are prohibited in the workplace. No personal phone calls may be made during working hours unless there is an emergency. No text messages may be done during working hours unless there is an emergency. Cell and other personal calls may be made during break and meal periods. Cell phones may not be carried on your person while working.

Customer Complaints:
No single item does more to gain a Customer’s respect than the cheerful and generous handling of their complaint. Direct all customer complaints to the Manager on duty.

Customer Refund:
If a customer is unhappy and would like a refund, please accept the unused portion of their product and their receipt and have the manager on duty issue a refund. Make note on the receipt why the refund took place and put in the register drawer. Apologize, and offer to replace the product with fresh product.

**Money Handling:**
We realize all people make an occasional mistake and you will be instructed in the proper methods of handling cash. If you have a significant cash shortage, you will be notified. If the problem persists, you may be moved to different area of operations and possible disciplinary action, depending on the seriousness of the situation. You will not be required to make up cash shortages where error or inability is at cause.

- Consistent cash handling issues are grounds for termination.
- Every cashier starts with a clean (unused) drawer.
- Cashiers are only to ring on the drawer assigned to them.
- They are not permitted to ring on any other drawer or permit other associates to ring on their drawer.
- Employees are not permitted to make change between drawers, nor to make change for customers – call a manager.
- Refunds are to be made by a manager only.
- Questions about $100 or $50 bill, call a manager.
- Managers may only be on one drawer at a time.
- At end of shift, managers will lock your drawer.

**If your drawer is under or over more than $3.00 the progressive disciplinary policy for the above infractions is as follows.**

- First instance – verbal warning
- Second instance – written warning
- Third instance – immediate termination

An employee may be terminated immediately depending on the severity of the infractions listed above. If your drawer is under or over a total of twenty-five dollars within 90 days, termination will occur immediately. Any incident of undercharging or passing food will result in immediate disciplinary action and/or termination and may leave the employee liable to prosecution.

For managers, the general cash handling policies are as follows: bank deposits made daily, petty cash is documented and receipts attached and turned into Ohio prior to the close of each month. Register drawers are to be audited daily and above regulations for associates must be followed and discrepancies documented. Furthermore, safes are to be balanced daily, if you are unsure of the amount in your safe, contact a member of upper management. Gift certificate accounts are expected to be balanced and proper monetary exchanges. Failure to properly follow and maintain Café finances may result in immediate termination.

**Associate & Customer Injuries:**
In the event of a customer or associate injury, please report the incident to a manager immediately. Customer injuries/accidents need to be reported immediately on the
“Customer Injury Form”. The form should be forwarded to the Insurance Brokerage that handles our General Liabilities Insurance as well as the Tampa Office.

**Associate Injury/Absence Due to Job-Related Injury:**
These absences must be reported immediately. There are specific forms called “First Report of Injury” that MUST be completed before treatment is sought, and can be obtained by your manager on duty. Absences due to occupational illness or injury are governed under the provisions of the existing Worker’s Compensation guidelines and procedures. The Company will aggressively seek to return associates to work for either light duty or full duty, based on the release of a Company designated physician. Please note: if you are released back to work, the Company will attempt to accommodate your medical restrictions for a limited period of time. Your rate of pay and schedule will be determined upon the job you are able to perform.