



**GUIDEBOOK
for
ASSOCIATES**

FOR THE QUALITY OF LIFE

*Quality is often sacrificed in today's fast-paced world,
but at Panera Bread,
quality is foremost in everything we do-
from the way we serve our customers
to the way we serve the local community.
Only the finest, natural ingredients
go into each loaf of bread
and we measure freshness
by the hour-not by the day-
just for you, and just as you would expect
from your neighborhood bakery.
Because that's who we are and that's what we believe in...
baking bread for the quality of life.*

Effective Date 1/1/2022

ASSOCIATE GUIDEBOOK

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I understand it is my responsibility to read and abide by the policies of Panera Bread (The Company), Associate Guidebook. *This Associate guidebook describes portions* of existing Panera Bread policies and procedures. If any conflict arises, the official Panera Bread policies and procedures are the ruling documents. Questions should be directed to the manager or supervisor.

It has always been and continues to be the Company's practice to follow policies that treat an associate fairly. If you feel the Company has not lived up to this standard, please talk to your manager, or if this is not appropriate, contact your supervisor or Human Resources.

Employee Relation/HR Contact Information. Any Employee may contact either person listed below regardless of the café location for assistance.

Orlando Human Resources
Kari Ramsdale, Human Resource Director
1400 Hope Road, Maitland Fl. 32751
407.332.7666 *Fax 407.540.9629
Kari.Ramsdale@Covelli.Com

Tampa Human Resources
Claire Tucker, Human Resource Director
4300 W. Cypress Street, Suite 850
Tampa, FL. 33607
813.877.7533 *Fax 813.200.1048
Claire.Tucker@Covelli.Com

DISCLAIMER

This handbook replaces any and all prior associate handbooks, policies, procedures, and/or practices of the Company; oral or written. Any and all statements and policies included in this handbook may be changed in whole or part by the Company at any time, without advance notice and without explanation, reason or consideration to any associate. Furthermore, the Company may change, in whole or in part, and associate's compensations, assigned work hours, and/or assigned work location at any time, without advance notice and without explanation, reason or consideration to any associate.

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. Regardless, at all times employment is AT WILL meaning that your employment can be terminated with or without cause, and with our without notice at any time, at the option of either Covelli Family, DBA Panera Bread or yourself, except otherwise provided by law.

“WELCOME TO PANERA BREAD”

I. INTRODUCTION

WELCOME LETTER

We are glad to have you at Panera Bread (Covelli Family, LTD Partnership, DBA Panera Bread). We want you to feel comfortable, and we believe you will find your employment with us to be both rewarding and challenging.

We have prepared this booklet to help you get acquainted with our policies, practices and working conditions. Naturally, it cannot cover all the details, and does not attempt to do so, but in general it tells you what you can expect of us and what we expect of you. Panera Bread will make changes to these policies from time to time and will post these changes in the appropriate locations. New editions will be published periodically, as well.

We are continually searching for easier and better ways of getting our jobs done. If you have any suggestions, please let us know because we are always interested in improvement.

Please keep your book handy and read it carefully. If you have any questions, we will be glad to discuss them with you.

- Congratulations on Your New Job!!

MISSION STATEMENT

Our Mission is to provide high quality product and exceptional service to our guest.

EMPLOYMENT AT WILL

Employment at the Company is for no definite period and may, regardless of the time and manner of payment of wages and salary or other compensation, be terminated at any time by the Company or by the associate, with or without cause, and with or without any previous notice.

The Company has developed certain guidelines that its managers are expected to follow when exercising their right to either discipline associates or sever the employment relationship. These guidelines, however, should not be interpreted as constituting an employment contract. Employment with the Company is not fixed in length and may be terminated at any time by any associate or by the Company with or without cause, with or without prior notice, and with or without adherence to such guidelines.

II. EMPLOYMENT LAWS

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

It is the policy of PANERA BREAD to provide equal opportunity for employment to all associates and applicants without regard to race, color, religion, creed, sex, pregnancy, national origin, age, disability, sexual orientation, or any other legally protected status. The Company will comply with all applicable federal and state laws relating to civil rights and employment.

COMPLAINT PROCEDURE FOR REPORTING CLAIMS OF DISCRIMINATION IN VIOLATION OF THE EEO POLICY

Consistent with Title VII and other federal and state laws, Panera Bread provides equal employment and advancement opportunities to all individuals regardless of an individual's race, color, religion, sex, gender, gender identity, marital status, citizenship, national origin, age, disability, genetic information, military or veteran status, pregnancy, childbirth or related conditions, or any other characteristic protected by local, state, or federal law. This prohibition of discrimination applies to all employment opportunities and decisions, including but is not limited to hiring, promotions, terminations, compensation, hours of work, and work assignments. All employment decisions will be based on merit, qualifications, and abilities.

All cafe managers and supervisors have a duty to report all complaints of harassment or discrimination, as well as any reasonable suspicion that discrimination based race or other protected characteristics has occurred against job applicants or employees. Any applicant or employee who believes that he or she has experienced any form of discrimination with regard to employment opportunities may make a complaint to Panera Bread by sending your HR contact a written grievance. All complaints shall be investigated promptly and impartially, and the identity of the employees who complained will be kept confidential to the extent reasonably possible. Employees who raise concerns and make good faith reports or complaints of suspected discrimination will not be subjected to retaliation.

PROHIBITION OF HARASSMENT

Panera Bread is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, the Company expects that all relationships among persons in the workplace will be business-like and free from harassment.

DEFINITIONS OF HARASSMENT

Harassment on the basis of any protected characteristic is strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her (or his or her relatives, friends or associates) race, gender, color, religion, national origin, age, disability, marital status, sexual orientation, genetics or any other characteristic protected by law and that: (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; and denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through email).

Sexual harassment constitutes a unique form of sex discrimination and is illegal under federal and state laws. For the purposes of this policy, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (iii) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may also include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess, or sexual deficiencies; leering, catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through email); and other physical, verbal or visual conduct of a sexual nature. Gender-based harassment not involving sexual activity or language (e.g., male manager yells only at female employees and not male employees) may also constitute discrimination if it is severe or pervasive and directed at employees based on or because of their gender.

INDIVIDUALS & CONDUCT COVERED

The prohibition of harassment applies to all applicants and employees and prohibits all harassing conduct of any nature, whether engaged in by fellow employees, by a supervisor or manager, or by someone not directly connected to the Company (e.g., an outside vendor, consultant or customer).

All conduct prohibited by this policy is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

RETALIATION PROHIBITED

The Company prohibits retaliation against any individual who makes a good faith report of discrimination or harassment or participates in an investigation of such report. Retaliation against an individual for reporting harassment or discrimination in good faith, or for participating in an investigation of a claim of harassment or discrimination, is a serious violation of the Company's policy and, like harassment or discrimination itself, may be subject to disciplinary action, up to and including termination.

REPORTING HARASSMENT

If you feel you are being harassed in violation of this policy, or you otherwise witness a violation of this policy, you must notify your general manager or area director as soon as possible (immediately) when the first instance occurs. If you are not comfortable notifying your general manager or area director, you may instead notify the human resource. Do not wait to notify your general manager or area supervisor or the human resource until after the second, third or fourth instance. Notify your general manager or area supervisor or the human resource immediately when the very first instance occurs where you feel you are being harassed or witness harassing conduct. We will immediately start the process to address the action. Immediate notification means the same day the first incident occurs and no later than the next (following) day. If there is something you do not understand about this section, and the person conducting your orientation or your general manager is unable to answer your questions to your satisfaction, contact the human resources. Contact information is located in the front of the Associate Guide.

OPEN DOOR POLICY

All employees have free and immediate access to management to raise any type of work-related concerns. 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 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 resolve the matter, 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 are encouraged to submit a written grievance or complaint and should do so in such a manner, that will not disrupt or interfere with the work of any other employee. Grievances and written complaints should be forwarded to the Human Resource Department. Thereafter the matter will be resolved promptly or the Company will conduct a formal investigation.

Personal Issues: There will be times when you have problems of a personal nature that affect your performance at work. You are encouraged to discuss such matters with your manager in hopes that a temporary accommodation can be arranged.

ACCOMMODATIONS FOR DISABILITIES & RELIGIOUS REQUIREMENTS

The Company will try to accommodate any employee or applicant who has a disability and/or religious requirements that necessitates an accommodation, provided that the accommodation does not cause the Company an undue hardship.

If you need an accommodation for a medical- or disability-related condition or for religious reasons, it is your responsibility to contact your manager. All requests for accommodation must be made in writing to your manager. In the case of an accommodation for a medical- or disability-related condition, you may be asked for more information about the nature and extent of your limitations, as well as the type of accommodation that you believe may be necessary. You may also be asked to obtain additional information from your health care provider.

CONFORMITY TO APPLICABLE FEDERAL & STATE LAWS

If any provision or the enforcement of such provision 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 provision, or the application of such provision, of any policy contained in this handbook to any person or circumstance, shall be held invalid, the remainder of these policies, or the application of such provision to other persons or circumstance, shall not be affected hereby.

FAMILY & MEDICAL LEAVE ACT (FMLA)

The Family and Medical Leave Act (“FMLA”) provides eligible employees with unpaid leave for certain family and medical reasons for up to 12 workweeks during a 12-month period (under FMLA). The FMLA also provides up to 26 weeks of unpaid leave to care for an active duty member or qualifying veteran of the Armed Forces. At the conclusion of the leave, subject to some exceptions, an employee generally has a right to return to the same or an equivalent position.

Because of the complexity of FMLA, the summary of the Company’s policies is provided below as general guidance for employees. In the event of a conflict between this policy and FMLA requirements, the FMLA shall govern.

Eligibility Criteria

To be eligible for FMLA leave, an employee must:

- have been employed by the Company for at least 12 months (which need not be consecutive);
- have worked at least 1250 hours during the 12-month period immediately preceding the commencement of the leave; and
- have worked at a worksite (a) with 50 or more employees; or (b) where 50 or more employees are located within 75 miles of the worksite.

FMLA leave may be taken for any one, or for a combination of, the following reasons:

- the birth of the employee’s child or to care for the newborn child;
- the placement of a child with the employee for adoption or foster care or to care for the newly placed child;
- to care for the employee’s spouse, child or parent (but not in-law) with a serious health condition;
- the employee’s own serious health condition that makes the employee unable to perform his or her job;
- a “qualifying exigency” arising out of a covered family member’s active duty or call to active duty in the Armed Forces in support of a contingency plan; and/or
- to care for a covered family member who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that such injury or illness may render the family member medically unfit to perform duties of the member’s office, grade, rank or rating.

A “serious health condition” is an injury, illness, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider for a condition that either prevents you from performing the functions of your job, or prevents the qualified family member from participating in school or other daily activities.

HOW MUCH FMLA LEAVE MAY BE TAKEN & LIMITATIONS ON FMLA LEAVE

An eligible employee is entitled to up to 12 workweeks of unpaid leave during a 12-month period for any FMLA qualifying reason(s).

The 12-month period used to calculate eligibility for FMLA leave is a “rolling” period, measured backward from the time that leave is used. Thus, as of the day that leave is used, an eligible employee is entitled to take the greater of up to 12 weeks of FMLA leave, less any family and medical leave taken in the preceding 12 months.

Leave to care for a newborn or for a newly placed child must conclude within 12 months after the birth or placement of the child. When both spouses are employed by the Company, they are together entitled to a combined total of 12 workweeks of federal FMLA leave within the designated 12-month period for the birth, adoption or foster care placement of a child with the employees; for aftercare of the newborn or newly placed child; and to care for a parent (but not in-law) with a serious health condition. Each spouse may be entitled to additional FMLA leave for other FMLA qualifying reasons (i.e., the difference between the leave taken individually for any of the above reasons and 12 workweeks, but not more than a total of 12 workweeks, as applicable, per person). For example, if

each spouse took 6 weeks of leave to care for a newborn child, each could later use an additional 6 weeks due to his or her own serious health condition or to care for a child with a serious health condition.

Intermittent leave is leave taken in separate blocks of time. A reduced work schedule leave is a leave schedule that reduces an employee's usual number of hours per workweek or hours per workday. Leave because of an employee's own serious health condition, or to care for an employee's spouse, child, or parent with a serious health condition, may be taken all at once or, where medically necessary, intermittently or on a reduced work schedule. If an employee takes leave intermittently or on a reduced work schedule basis, the employee must, when requested, attempt to schedule the leave so as not to unduly disrupt the Company's operations. When an employee takes intermittent or reduced work schedule leave for foreseeable planned medical treatment, the Company may temporarily transfer the employee to an alternative position with equivalent pay and benefits for which the employee is qualified and which better accommodates recurring periods of leave.

WHEN LEAVE IS TO CARE FOR AN INJURED OR ILL SERVICE MEMBER

An eligible employee may take up to 26 workweeks of leave during a single 12-month period to care for a service member who is the employee's spouse, child, parent (but not in-law), or next of kin. Leave to care for an injured or ill service member, when combined with other FMLA-qualifying leave, may not exceed 26 weeks in a single 12-month period.

REQUESTS FOR FMLA LEAVE & REQUIRED DOCUMENTATION

An employee should request FMLA leave by submitting a written request for leave to his or her supervisor. When leave is foreseeable for childbirth, placement of a child, or planned medical treatment for the employee's or family member's serious health condition, the employee must provide the Company with at least 30 days' advance notice, or such shorter notice as is practicable (i.e., within one or two business days of learning of the need for the leave). When the timing of the leave is not foreseeable, the employee must provide the Company with notice of the need for leave as soon as practicable (i.e., within one or two business days of learning of the need for the leave).

When leave is taken to care for a family member, the Company may require the employee to provide documentation or statement of family relationship (e.g., birth certificate or court document). An employee may be required to submit a medical certification from a health care provider to support a request for FMLA leave for the employee's or a family member's serious health condition. If the Company has reason to doubt the employee's initial certification, the Company may: (i) with the employee's permission, have a designated health care provider contact the employee's health care provider in an effort to clarify or authenticate the initial certification; and/or (ii) require the employee to obtain a second opinion by a Company-designated provider at the Company's expense. If the initial and second certifications differ, the Company may, at its expense, require the employee to obtain a third, final and binding certification from a jointly selected health care provider.

During FMLA leave, the Company may request that the employee provide a recertification of a serious health condition at intervals in accordance with the FMLA. In addition, during FMLA leave, the employee must provide the Company with periodic reports regarding the employee's status and intent to return to work. If the employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide the Company with reasonable notice (i.e., within two business days) of the employee's changed circumstances and new return to work date. If the employee gives the Company notice of the employee's intent not to return to work, the employee will be considered to have voluntarily resigned. Before the employee returns to work from FMLA leave for the employee's own serious health condition, the employee may be required to submit a fitness for duty certification from the employee's health care provider, with respect to the condition for which the leave was taken, stating that the employee is able to resume work.

FMLA leave or return to work may be delayed or denied if the appropriate documentation is not provided in a timely manner. Also, a failure to provide requested documentation of the reason for an absence from work may lead to termination of employment.

DESIGNATION OF LEAVE

The Company will notify the employee that leave has been designated as FMLA leave. The Company may provisionally designate the employee's leave as FMLA leave if the Company has not received medical certification or has not otherwise been able to confirm that the employee's leave qualifies as FMLA leave. If the employee has not notified the Company of the reason for the leave, and the employee desires that leave be counted as FMLA leave, the employee must notify the Benefits Coordinator in writing within two business days of the employee's return to work that the leave was for an FMLA reason.

RETURN FROM FMLA LEAVE & LIMITATIONS ON REINSTATEMENT

Upon return from FMLA leave, the Company will place the employee in the same position the employee held before the leave, or an equivalent position with equivalent pay, benefits and other employment terms. An employee is entitled to reinstatement only if he/she would have continued to be employed had FMLA leave not been taken. Thus, an employee is not entitled to reinstatement if, because of a layoff, reduction in force or other reason, the employee would not be employed at the time job restoration is sought.

If the employee does not return to work following the conclusion of FMLA leave the employee will be considered to have voluntarily resigned.

ADDITIONAL INFORMATION & FORMS

For further information or clarification about FMLA leave, or for a leave or medical certification form, please contact Human Resources.

MILITARY LEAVE

Generally, an employee returning from military leave is guaranteed reemployment and other rights as long as he or she complies with certain notification and other requirements. An employee is protected if he or she meets the following criteria:

- The employee gave notice that (s) he was leaving the job for military service (unless military necessity or other extenuating circumstances precluded the notice):
- The period of service was five years or less;
- The employee was not discharged from service under dishonorable or other punitive conditions; and
- The employee must have reported to his/her civilian job in a timely manner or submitted a timely application for reemployment.

Employees who are members of the Florida National Guard and are called to active duty will not be discharged, reprimanded or in any way penalized for absence from work for this purpose

RETURN TO WORK

The period of time within which an employee must return to work after the completion of service depends on the duration of the military service. Employees who serve less than 31 days are required to return to employment by the beginning of the first regularly scheduled work period after the completion of military service. Such employees, however, are excused for the amount of time required to return home safely and for an eight-hour rest period. If an employee served between 31 and 180 days, (s)he must file an application for reemployment within 14 days after the completion of military service. If an employee served more than 180 days, (s)he must file an application for reemployment no later than 90 days after the completion of military service. Employees returning from the armed services will be reemployed in the job that they would have attained if they had not been absent for military service. The Company will provide training or other assistance to returning service members to help them refresh or upgrade their skills to qualify for reemployment

JURY DUTY & WITNESS LEAVE

The Company encourages employees to serve on jury selection or jury duty when called. Eligible employees who have completed a full year of employment will receive full pay while serving one day. You should notify your supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. You may be requested to provide written verification from the court clerk of having served. Employees who receive a subpoena to be a witness at a hearing or trial will be granted Witness Leave according to the same requirements for Jury Duty above. Witness Leave is not granted if you volunteer to be a witness. No employee will be discharged or discriminated against because he or she complies with a jury summons or valid subpoena.

LEAVE FOR FLORIDA VICTIMS OF DOMESTIC VIOLENCE OR SEXUAL OFFENSE

Employees in Florida who have been employed by the Company for 3 or more months are eligible for up to 3 days off unpaid in a 12-month period if the employee or member of the employee's family or household is the victim of domestic violence or sexual offense. This leave can be utilized for legal proceedings pertaining to the crime, obtaining legal assistance, obtaining any necessary treatment or counseling, making the home secure or seeking new living arrangements, or obtaining assistance from victim-related services.

You are expected to provide your supervisor with reasonable notice of your need for domestic violence leave except in cases of imminent danger to your health or safety or to the health or safety of a member of your family or household. Upon your return from domestic violence leave, you must provide your supervisor with documentation of the purpose of your leave. As required by law, the Company

will maintain the confidentiality of all information you provide in support of your domestic violence leave. No disciplinary action, discrimination or retaliation will be taken against you for requesting or taking domestic violence leave.

STATE SPECIFIC FAMILY, MEDICAL, SICK OR OTHER LEAVE

Employees also may be eligible for other state specific leave and the Company complies with all such laws. If you have questions regarding your eligibility for such leave, please contact Human Resources.

FLORIDA CHILD LABOR OVERVIEW

HOURS

When school is in session: Florida law states that on a school day, minors under 16 may work no more than three hours when school is scheduled the following day and up to eight hours on other days when school does not follow. The Fair Labor Standards Act (FLSA) states that minors may work no more than three hours on a school day and eight hours on non-school days. The practical application of both state and federal law allows minors under 16 to work three hours on all days except Saturday and Sunday when they may work up to eight hours per day. When school IS NOT in session: Florida law allows minors 14 & 15 to work eight hours per day between 7 a.m. and 9 p.m., on days when there isn't school the next day and up to 40 hours per week on non-school weeks and during summer vacation. Note: Federal law limits this age group to work from 7 a.m. until 7:00 p.m. From June 1 to Labor Day they may work until 9:00 p.m. For minors 16 & 17, the allowable work hours are: 30 hours a week when school is in session; eight hours per day between 6:30 a.m. and 11:00 p.m. if school is scheduled the following day. There are no limitations on hours worked when school is not scheduled the following day or during holidays and summer vacation. Minors are NOT permitted to work during normal school hours unless they are enrolled in a school-to-work experience program, career education or other program declared exempt by the State or have received a partial waiver

Minors are not permitted to work for more than four hours without a 30 - minute, uninterrupted meal break. This applies throughout the year.

DAYS

Minors are not permitted to work more than six consecutive days in one week. This applies throughout the year.

CHILD LABOR – EXEMPTIONS & PARTIAL WAIVER

Exemptions to hour restriction if: minors hold waivers from a public school or Child Labor Compliance, minors who have been married, minors who have either graduated from an accredited high school, or hold a high school equivalency diploma, minors who have served in the U.S. Armed Forces, minors who are enrolled in high school work programs. The Florida Child Labor Law is designed to serve and protect minors and to encourage them to remain in school. At times, however, some minors feel that the law conflicts with their best interest or that their life circumstances are such that they need to work. Minors have the right to request that the Child Labor Office exempt them from parts of the Child Labor Law. Partial waivers are granted on a case-by-case basis, which means that each application is judged on its own merits. In order to qualify for a waiver, applicants must demonstrate that sections of the Child Labor Law need to be waived because of financial hardship, medical reasons, school status or a court order. Only, when it clearly appears to be in the best interest of the minor, will the waiver will be approved.

EMPLOYER REQUIREMENTS

Employers are required to keep proof of age on all minor employees and any documents, which exempts the minor from the law. Employers are required to post in a conspicuous place, on the property or place of employment, where it may be easily read, a poster which notifies minors of the Child Labor Law.

III. EMPLOYMENT & PAY

HOURS OF WORK & OVERTIME

Forty hours constitutes a week's work. All nonexempt 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.

PAY SCHEDULE

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 is as follows:

Payroll X Wednesday, 1/9/19 – Tuesday, 1/22/2019: pay day Wednesday, 1/29/2019

Payroll Y Wednesday, 1/2/19 – Tuesday, 1/15/2019: pay day Wednesday, 1/22/2019

Paychecks or Pay Cards must be obtained before 11 a.m. or after 2 p.m. Paychecks or Pay Cards must be picked up by the employee the check or Pay Card is issued to. Checks or Pay Cards not picked up after 4 weeks will be sent back to Ohio for logging and then mailed to last address on file. It is the employee's responsibility to maintain a current address.

Pay discrepancies must be reported **within 3 days** of obtaining check to your direct supervisor.

If a check is lost or stolen, a stop payment must be placed and cleared before the check can be reissued. ***Please be advised that there is a minimum of a 2 week turnaround time for pay issue corrections/check reissues etc. from the time payroll receives the discrepancy. The Company does not make pay advances or employee loans/pay check "floats".***

Checks not cashed or deposited within 90 days of issue, must be returned to the Company before a new check will be issued. Stop payment will be at the expense of the associate.

Pay Cards (PNC) work similar to a Debit Card. New employees will initially receive a paper check prior to receiving a pay card. If the card is reported lost or compromised the employee will need to contact the Pay Card services # **(866)453-5071**.

Please note; Pay Card Department is separate from PNC bank. If the card needs to be replaced, Pay Card Services will issue a new card, and it will be sent to your café location. Employees that prefer to set up Direct Deposit can obtain a Direct Deposit form from their manager. Employees will complete the form and submit the form to their managers or HR with the proper documentation needed. ***Please note; Direct Deposits can take up to 3 pay periods to be set up.***

DEDUCTIONS FROM PAY

The Company is required by law to make certain deductions from your pay each pay period, including federal and state income taxes and Social Security (FICA) taxes. All deductions from your pay will be identified on your pay stub.

PAYSTUBS & W-2S

All employees (hourly, salary, baker, direct deposit, non-direct deposit) are able to obtain their W-2s and paystubs online

- Go to the website: web-reports.covelli.com
- Type in your User Name and Password
- Log-in - Use your 4 digit store number plus the **last 5 digits** of your social security number. If you do not know your store number, please contact the manager at your café or use the attached list to figure it out yourself. BIT/MIT program will use 0008 as café number if you are employed in the Tampa market and 0007, if you are employed in the Orlando market
- Password- the **first 6 digits** of your social security number. (If you changed your password last year, that is the one you need to use) *Example-John Smith worked at 3310 and his social is 123-45-6789*
- *His user name would be 331056789 and password would be 123456*
- Click "set password" on the left side of the screen. It will prompt you to change your password. Use this password from now on.
- Choose the report that you want to view by clicking on it. (W2's, check stubs etc.)
- When the selection screen appears for the report, do the following.
- Click on the calendar for the date. This will copy the date into the date field, or the user can key in the date field. (MM/DD/YYYY)
- Click on the year if a drop down box appears.
- Click on GET REPORT
- The report will display in Adobe format. (You must have Adobe on your computer in order to use this)
- Once the file is opened – you can print, save etc.

Employees enrolled in Direct Deposit program do not receive pay stubs at the café and must obtain them online. If an account needs to be changed or closed, unless it is an emergency (such as identity theft), a form must be completed and submitted to the payroll office and given 2 weeks to process. Please do not close the old account. A test can be run on the new account while money is deposited into the old account. Once deposited into the new account, the old account can be closed. ***Please be advised....if money is deposited into a closed account, a check can't be issued until the bank refunds the money into the payroll account; which could take 3 – 5 business days. After which the check will be sent via standard mail to the employee's current address on file. It may take up to 3-4 weeks for the employee to receive.***

CHANGE OF ADDRESS

All associates must furnish the Company with their current address and the 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 or telephone number. Failure to do so will impair delivery of checks, forms, notices, and end of year tax information.

WAGE & REVIEW POLICY

It is the policy of Panera Bread to pay a wage that is competitive with the wages paid in the area by similar employers.

Tips Are Taxable

All employees who receive tips are required by law to report 100% and are subject to required taxes and withholdings. This includes catering, small delivery, and digital/team tips.

Reviews will be conducted throughout the year. A review does not guarantee a wage increase and increase amounts may vary based on performance and position held.

ADVANCEMENT

As openings occur and as an employee improves their job skills, team members will have the opportunity to be considered for advancement which may result in greater responsibility and compensation. The Company will not discriminate when opportunities for advancement arise. All advancements will be evaluated upon completion of training. Candidates will be considered for a position if qualifications have been met and there is a current opening available.

TRANSFER POLICY

All transfers need to be approved by both café Directors. These approvals are required prior any transfer commitment between cafes. Process is as follows – 1 – Make current Café Management/Director aware of needed transfer and receiving approval. 2 – Receive approval for transfer from receiving Café Management/Director. Not all transfer are approved and/or guaranteed. Team member must meet acceptable job performance, and position availability at receiving café. Transfers to corporate locations and other franchises require employee applying to those locations.

EXEMPT EMPLOYEES

Employees, who are exempt from certain wage and hour laws, i.e. overtime pay, who receives an annual salary, in equal payments weekly, bi-weekly, or at some other specified time interval.

EMPLOYEES SCHEDULING

General Managers are required to work full time flexible scheduling, Monday through Sunday; all shifts, with a minimum of 50 (fifty) hours per week. Opening, mid and closing shifts must be fairly rotated amongst of the Management team in addition to weekend shifts (both Saturday and Sunday). General Managers are expected to close the last day of each month; regardless of when month end falls in the schedule and expected to close the night prior to Celebration roll outs.

Assistant Managers are required to work full time flexible scheduling, Monday through Sunday; all shifts, with a minimum of 45 (forty five) hours per week. Opening, mid and closing shifts must be fairly rotated amongst of the Management team in addition to weekend shifts (both Saturday and Sunday).

EMPLOYEES PAY

Employees are expected to clock in/out for every shift they work. Exempt/Salaried employees are calculated on a 10 hour work day/10 day work week, i.e. if a salaried manager clock in/out hours total 70 hours during a cycle, they will be paid for 7 days. The hours clocked in for, is what will be paid.

This position is critical to the ongoing success of Covelli Family, DBA Panera Bread and the scheduling expectations are a requirement to ensure the ongoing fairness for all members of the Management Teams. The Company understands that scheduling expectations may be unattainable for some Exempt Employees and the Company will discuss further accommodations and will assist with a transition to an hourly Shift Supervisor position or other hourly position that better suits their scheduling needs.

BONUS

Management team members may be eligible for potential bonuses throughout the year based on financials and performance at the discretion of the Director and subject to Operations approval. Bonuses are not guaranteed. Employees must be a current employee at the time of the bonus payouts to be eligible for a bonus.

Referral bonuses must be submitted by the employee to their General Manager to submit for Director approvals. The new hire employee must stay with the company for 60 days before a referral bonus will be paid. Only one employee may receive the referral bonus for a new hire. Rehire employees will not be considered as referrals.

Potential training bonuses for the General Managers and Bakers training MITs and BITs will be tracked by management. The MITs and BITs must stay with the company for 90 days and successfully adhere to Panera standards once training is complete. Potential training bonuses are subject to Director approval.

Employees with questions regarding bonuses should contact their Director or HR for more details.

PTO – Personal Time Off

All Eligible employees will be awarded PTO time after completing six (6) months of continuous service. PTO is a benefit designed for the rest and relaxation. All time off will need a final approval from the employees immediate supervisor. Employees taking more than 7 consecutive days of PTO will need additional approval from their immediate supervisor and Director of Operation. To help accommodate staffing and the flow of business, employees are required to provide a 30 day advance notice for PTO request. The Company we will try to accommodate all request, however, reserve the right to deny any request or request be taken at a different time. PTO pay will be paid at the employee's regular pay, excluding commissions and bonus. Past PTO balances will expire on the employee's anniversary. Employees will not be paid for earned, unused PTO in lieu of or upon separation. General Managers, Assistant Managers, and Bakers (Full-Time) are entitled to 2 (two) additional personal days that begin at time of employment and expire and renew annually on the employees accrual anniversary date. Employees will not be paid for earned, unused personal days in lieu of or upon separation.

Upper Support employees are entitled to 2 (two) additional personal days that begin at time of employment that expire and renew each calendar year. Employees will not be paid for earned, unused personal days in lieu of or upon separation.

Eligible PTO Accruals are as follows and expires prior to each accrual date: *Note – All Accrued PTO will be paid out for approved FMLA.

Upper Support, General Managers, Assistant Managers and Bakers (**Full-time – 30 or More Hours Weekly**)

After employee's first 6 months = 5 days to use before 2nd anniversary

After 2 years = 10 days

After 5 years = 15 days

Upper Support, General Managers, and Assistant Managers

After 10 years = 20 days

Catering Manager and Shift Supervisors (**Full-Time – 30 or More Hours Weekly**)

After employee's first 6 months = 5 days to use before 2nd anniversary

After 2 years = 5 days

After 3 years = 10 days

BEREAVEMENT LEAVE

In the event of the death of your current spouse, child, parent, legal guardian, brother, sister, grandparent, grandchild, or, mother-in-law, father-in-law, son-in-law or daughter-in-law, a reasonable unpaid time off will be granted; however, paid time off will be determined on a case-by-case basis but is not guaranteed.

SICK TIME/DISABILITY

The Fair Labor Standards Act (FLSA) does not require payment for time not worked, such as vacations, sick leave or holidays (federal or otherwise). Deductions will be made from the Exempt Employee's full day absences due to sickness/disability occurring on a regular scheduled shift; however, accrued vacation may be used for missed days: vacation time cannot be borrowed.

EMPLOYEE SEPARATION PROCEDURES

The Company requests that employees who choose to terminate their employment provide written notice to their supervisors stating their last date of employment and the reason for leaving. A two-week notice of resignation is requested, if possible. While the decision to begin the employment relationship is consensual, the same is not always true when the time comes to terminate the employment relationship. As an at-will employer, the Company may end the employment relationship at any time, with or without cause or notice. In the event that your employment is terminated, you must return all property owned by the Company upon the Company's request or upon your departure. Employees will be paid for wages earned in the pay period(s) when wages would normally be paid unless money is owed back to the Company: such as vacation time that was "borrowed" or paid before actual eligibility, financial discrepancies that may have led to an involuntary termination or for the cost of materials not returned upon separation. ***Please note that continued employment is required for potential bonus pay outs.*** Employees enrolled in either Direct Deposit or pay cards programs will receive final checks via electronic transmission to their account; otherwise paper checks can be picked up at the café within 30 days. Checks NOT picked up will be sent back to payroll in Ohio and processed then mailed to address on file. It is employee responsibility to furnish the Company with current mailing and contact information. It is the responsibility of the employee to timely notify the Company of any changes in contact information regardless if they are a current or former employee.

Voluntary Termination may be considered voluntary if the employee; resigns from the Company, fails to return from an approved leave of absence or Work Comp injury, absent without official notice: no call/no show; or failing to return the call to a supervisor inquiring about the absence. *In some circumstances, if a notice to resign has been given, the Company may exercise its right to accept and recognize the notice given; but release the employee of their duties early/prior to the actual last date of the notice.*

Involuntary Termination may be the result of poor performance, misconduct; or other violations of the Company's rules of conduct.

Regardless of voluntary or involuntary termination; the Company generally will only verify dates of employment and position held. Additional employment verifications can be submitted to either the Tampa or Maitland office.

Exit Interviews are offered to employees leaving the Company for any reason. The exit interview allows an employee to communicate their views on their employment experiences with the Company. Please contact either the Tampa or Maitland office for more information.

IV. BUSINESS CONDUCT & POLICIES

BUSINESS CONDUCT

A key element to our continued success is each employee's commitment to be guided by certain standards and principles in performing his or her job. It is important that employees be guided by the following:

1. Adhering to all applicable international, federal, state and local laws and regulations.
2. Protecting our corporate reputation and assets.
3. Acting responsibly to avoid situations potentially harmful to the company or conflicts of interest.
4. Being ethical and honest, including providing truthful information in response to any management inquiry or investigation.

Unacceptable Job Performance and Misconduct, Violations of the rules and guidelines; or an employee's failure to improve work performance as determined by the Company may result in disciplinary action, up to and including termination.

The Company considers work rules, guidelines, and work performance important responsibilities. Any set of rules cannot identify all types of unacceptable conduct or behavior. Conduct not specifically listed below may result in disciplinary action if it adversely affects or is otherwise detrimental to the interests of the Company, employees or customers.

PROHIBITED CONDUCT

1. Making false statements or omitting pertinent information on Company applications, records of employment, forms or reports, or in the course of participation in Company investigations or in responding to management inquiries. Dishonesty of any kind in your relations to the Company or its customers and clients.
2. Insubordination: Refusal to obey work orders of supervisors, refusal to perform job assignments or the use of abusive or threatening language toward a supervisor or member of management.
3. Committing any act of violence, threats or intimidation, fighting or using abusive or profane language on company premises
4. Theft, unauthorized removal, or willful damage of property belonging to the Company, Company Employees or customers. Theft of company resources.
5. Disregard of safety including; horseplay, wrestling, dangerous practical jokes, or throwing objects.
6. Discourtesy or gossiping.
7. Unauthorized entry or exit from Company property at any location at any time: leaving the workplace without properly notifying your supervisor.
8. Substandard or unsatisfactory work performance: not performing to standards outlined in Panera Bread training materials, handbooks, written counseling's etc.
9. Repeated absences or tardiness, including unreported absences, and absences due to incarceration
10. Gambling, in any form, on Company premises.
11. Possessing a firearm or other weapon on Company property or while conducting Company business.
12. Sleeping or deliberately loafing during working hours.
13. Smoking on Company premise in Panera dress code: see Dress Code for specifics
14. Failure to fully cooperate with any Company investigation
15. Conviction of a crime and/or failing to report to the Company of being convicted of a felony or for a violation occurring in the workplace
16. Poor attitude, rudeness, uncooperative: interference with the work performance of others: discrimination, harassment or retaliation of another employee, customer, or client. Creating a hostile work environment.
17. Unauthorized use or disclosure of confidential or proprietary information.
18. Accepting cash or gifts from customers or clients that do business with the Company
19. Unauthorized alteration of time cards, manager cards, or clocking in/out another employee.

Other conduct that is prohibited by law. There is no substitute for good judgment and common sense.

This list of work rules is NOT intended to be all inclusive or to cover every possible situation. The Company may change or amend this list of work rules from time to time, with or without written notice.

EMPLOYEE VEHICLE NOTICE, (INDEMNIFICATION NOTICE)

Salaried Managers, Catering Coordinators, Bakers and Shift Supervisors are the only employees permitted to do any driving for company errands. Salaried Managers, Catering Coordinators, and Shift Supervisors are not permitted to ask any other employees to do any errands that would require them to drive; doing so can result in disciplinary action, up to termination. If there is no other authorized drivers at the café and the need for product pick up or delivery, someone authorized to drive for the company must be contacted: including other cafes, Area Directors, Director of Ops or other above café level members of management. If unauthorized employee is sent on a driving errand, and they are in an accident or received a citation, they must file through their personal car insurance, and pay the fines enquired. A Worker Compensation Report must be filed immediately. The member of the café management team that sent the unauthorized employee on the errand will be disciplined, up to termination. Should a law suit arise from an incident, the member of the café that sent the unauthorized employee on the errand could be named in the law suit and held accountable as a result of the accident.

1. Employee's must at least (18) years of age.
2. Employee hereby delivers to Company a copy of Employee's validly issued and effective driver's license and proof of current insurance of vehicle, with State Required coverage for both bodily injury/property damage liability and comprehensive physical damage/collision liability. The Employee involved in any accident, at fault or not, is required to go through their personal insurance and report the accident to direct supervisor.
3. Employee agrees and represents to Company that it has and will maintain an effective driver's license and the state required insurance coverage at all times while employee is using a personal vehicle for Company authorized purposes. Employee agrees that he or she shall not use a personal vehicle for company authorized purposes if Employee does not have an effective driver's license, the minimum insurance coverage referenced above and ownership of (or consent of the owner to use) the personal vehicle to be driven by employee for company authorized purposes.
4. Employee using a personal vehicle for company authorized purposes understands they are required in accordance with mandatory seat belt laws to wear a seat belt at all times. Seat belt laws apply to all cars, pickup trucks, and vans operated on Florida roads. All passengers in the front seat must wear a seat belt. The employee must follow mandated speed limits and state mandated traffic laws. Employee's must not text/email and drive and should refrain from speaking on the phone while using a personal vehicle for company authorized purposes.
5. Employee understands that company disclaims and shall not be liable for any loss, damage or injury to property (including the personal vehicle driven by employee) arising or resulting from employee use of the personal vehicle for company authorized purposes. In that regard, employee hereby waives and releases company from any and all claims and causes of action Employee may have with respect to any such loss, damage or injury to property.
6. With respect to any third party claims for loss, damage or injury to person and/or property, employee agrees that employee shall be solely liable therefore and that any applicable insurance proceeds derived from employee's insurance or insurance coverage related to the personal vehicle driven by employee shall be used as the first and primary source of payment to satisfy any such third party claims.
7. Employee agrees to indemnify and hold company harmless from any and all liabilities, losses, costs, expenses (including reasonable attorneys' fees), claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury of any kind sustained by any third party to person or property as a result of or in connection with employee's actions using or use of a personal vehicle for authorized company purposes.
8. This notice does not constitute a waiver of employee's worker's compensation coverage or any worker's compensation claims.
9. Employee understands that any traffic citations/tickets/fines the employee receives while using a personal vehicle for company authorized purposes agrees the employee shall be solely liable for any costs incurred for paying the fine and pay any processing fees, mailing fees, corrective class fees and court fees. The company is not responsible for any reimbursements.
10. Employee agrees and authorizes company to periodically research, verify and procure information it deems appropriate with respect to employee's driving record including, without limitation, information from the department of motor vehicles or other comparable agencies.
11. In the event that any provision of this notice shall be held illegal or otherwise unenforceable under applicable law, that provision shall be modified or be ineffective to the extent of such invalidity or unenforceability without in any way affecting the remaining parts of said provision or the remaining provisions of this notice.
12. Employee agrees that by voluntarily signing the Handbook receipt the employee has read and understands this notice. Employee further agrees and understands that company is relying on this notice and the employee will voluntarily provide updates on statutes changes.

Personal Relationships in the Workplace

The employment of relatives, married couples or persons involved in a romantic relationship may cause conflicts, raise issues of favoritism and damage employee morale. A supervisor may not oversee a related employee. An employee in a “romantic relationship” may not be supervised by the romantic partner. A supervisor involved in a “romantic relationship” with another employee or applicant must immediately disclose the relationship to management. A supervisor who is related to another employee or applicant must immediately disclose the relationship to management. A supervisor who fails to follow this policy of disclosure can be disciplined or terminated. Employees in a romantic relationship shall refrain from displays of affection or excessive conversation during work hours, at Company functions or on Company property. Related or romantically involved employees in any position; that have raised a conflict of interest or potential conflict of interest will have ten days to decide which employee will transfer to an available position or resign. This policy is designed to provide safeguards so that the workplace is not compromised by interpersonal relationships. This policy does not prohibit and will not be enforced in any manner which could interfere with, restrain, or coerce employees from engaging in concerted activities including the right to discuss terms and conditions of employment.

What happens on personal time, the Company has no involvement; however, if personal circumstances or relationships outside of the Company interfere with the business of the Company, the Company reserves the right to take action if applicable.

NO LOITERING & SOLICITATION

Employees are prohibited from loitering and/or unnecessary visiting or roaming through the bakery-cafes inclusive of patio areas when not scheduled to work. Likewise, soliciting or distribution of any product or material by an Associate is prohibited during business hours. Non-associate solicitors should be referred to a manager immediately.

SMOKING

As part of our commitment to provide a comfortable, safe and hazard free work environment, **SMOKING IS NOT PERMITTED INSIDE OR ON ANY COMPANY FACILITY/PROPERTY** (this includes Vaping & E-Cigarettes). Smoking is restricted to scheduled breaks. Employees will need to remove all company apparel and leave property.

ALCOHOL, DRUGS, CONTROLLED SUBSTANCES

It is against the policy of the Company to use, carry or distribute alcohol, illegal drugs or any other controlled substances that is illegally obtained. Any associate found to use, distribute, or carry these on or about the premises will be subject to immediate dismissal, and the proper authorities will be notified.

An associate who reports to work and is not fit for duty because of suspected or known alcohol and/or drug use, may be suspended pending further investigation. Blood and/or urine tests for determining use of alcohol and/or drugs may be required in appropriate circumstances and with proper authorization.

Covelli Family Limited Partners maintains a policy of non-discrimination and reasonable accommodation with respect to individuals suffering from drug or alcohol related disabilities. Nothing in this policy diminishes the Company’s commitment to employ and reasonably accommodate qualified individuals with known disabilities unless doing so would result in an undue hardship to the Company. All requests for accommodation should be made to the associate’s manager in writing.

ATTENDANCE & PUNCTUALITY

You are expected to report for work on time at the start of your shift. Absenteeism and tardiness disrupt the normal operation of the Company and hinder 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. Violations may result in disciplinary action up to and including termination of employment.

If you must be tardy, you must make every attempt to contact your manager as early as possible prior to the start of your shift (a minimum of 2 hours prior to start of shift). The Company may refuse to let a tardy associate work their scheduled shift.

If you must be absent, you must contact your manager by telephone at the cafe at least 4 hours prior to the start of your scheduled shift.

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. Absences are unpaid.

Crew App is available to employees in select areas only and is 100% voluntary. Employees cannot use Crew App as a vehicle to call off from a schedule shift. Employee's need to contact and speak directly to the scheduled Manager, or it will be considered an unexcused absent.

Medical documentation may be requested at the discretion of the manager. Without such documentation, the absence may be considered unauthorized. Your manager has the right to waive this requirement or demand enforcement. Other authorized excuses such as court appearance will be accepted if documented.

Employees are expected to report to work as scheduled, on time and prepared to start work. Employees are expected to remain at work for their entire work schedule, except for meal periods or when authorized employees are required to leave on Company authorized business. Late arrival, early departure or other absences from scheduled hours are disruptive and must be avoided.

If an associate informs the Company that his or her attendance and punctuality is being impacted by a disability, the Company will work closely with the associate to determine whether a reasonable accommodation is available that will allow the employee to continue to perform the essential functions of the position without causing an undue hardship on the Company. All requests for accommodation should be made to the associate's manager in writing.

TIMEKEEPING RECORDS

All employees are expected to accurately report time worked and any authorized time off with pay. Failure to report time accurately or alter time sheets or time records without authorization from the Employee's supervisor is not allowed and may subject the employee to termination for cause.

"Time Worked" is defined as the time actually spent performing assigned duties.

PROFESSIONAL APPEARANCE

All personnel are required to dress professionally and appropriately during regular business hours. Each employee is a representative of the Company in the eyes of our clients and the public, so it is important that each employee report to work properly groomed and wearing appropriate dress. Employees who report to work inappropriately dressed will be asked to leave and return in acceptable attire or sent home for the day; unpaid.

GENERAL APPEARANCE PROFESSIONAL APPEARANCE

Hair: All personnel are expected to be dressed and groomed in a manner that projects a professional and business like image while adhering to company and industry standards and/or guidelines.

For Food and Employee Safety, hair nets, head bands, and accessories are not permitted. Shoulder length or longer hair must be pulled back entirely and off shoulders; no long pony tails are to be below the shoulders. Long hair must be pulled into a tight, single bun with no hair protruding from the bun. If a hat is required; hair must be centered through the hole at the back of your hat. Hair including bangs and stray hair must be neatly tucked away from your face and must remain inside your hat at all times. Hats must fit comfortably and be adjusted to be securely form fitted on the head, pulled forward with the logo facing forward, not sideways and kept in good condition.

Facial Hair – Beards, goatees and mustaches are permitted if they are neatly trimmed with beard trimmers set on a level two (this is ¼ inch of growth hair). Facial hair must be well kept and fully-grown with no patches. Goatees and mustaches must be trimmed and above the neckline (above the Adams apple). Shaved artwork/cut design within the facial hair is not acceptable. Facial styles, such as thin lines along the cheekbone or around the chins will not be allowed. You will be asked to remove any facial hair that can be deemed as a distraction to the guest or a co-worker. Sideburns may not extend past the bottom of the ear.

Facial Piercings Only one small stud nose piercing permitted.

Jewelry & Nail Polish: Only dime size "Gauge" or stud style earrings are allowed. Employees are allowed one solid ring. Bracelets, watches, and neck chains are not permitted. Nails must be neat and cut at sport length and must not exceed the tip of the finger. Nail polish is permitted but must not be chipped and must cover entire nail. Acrylic and gel nails must be up kept.

Religious Exceptions: An employee is to be afforded a reasonable accommodation or exception to these rules if their religious belief necessitates adhering to certain standards

ASSOCIATE DRESS CODE

Shirts: Clean, pressed, bright solid colored (except black, white, navy, brown, gray, and burgundy) and collared polo style, good repair, and tucked in. Sport logos, emblems, flannel (plaid); sweatshirts are not permitted. Black or white long or short sleeve undershirts/t-shirts may be worn under standard short sleeve polo.

Shoes: **Non-slip**, closed toe shoe that completely cover feet. Cloth material shoes, boat shoes, converse style or flats are not permitted. Bistro Crocs permitted (No Holes). Socks must be worn at all times.

Slacks: Clean, pressed, good repair, khaki colored “Docker” style or non-faded Blue Jeans. Cargos, shorts, baggie, skinny pants, or jeans with rips or holes are not permitted. Pants are worn with a plain belt and must not sit below the waist.

Aprons: Aprons are to be worn by all associates *EXCEPT* cashiers. Aprons must be tied in the back and neck loop placed neatly under polo collar; aprons are to be left in Cafes. While on break: Aprons must be removed.

Name Tags: Name tags must be worn at all times, (must have the name P-Touched neatly on the name tag). While on break: Name Tags must be removed.

Hats: Hats must fit comfortably and be adjusted to be securely form fitted on the head, pulled forward with the logo facing forward, not sideways and kept in good condition. To accommodate the hat and hair policy, review the General Appearance above. While on break, hats must be removed.

*If you have a question or concern about a specific hair style, please see a manager **BEFORE** you proceed with any new hair style in question*



CATERING PROFESSIONAL DRESS CODE

Shirts: Clean, pressed, professional fitting Panera logoed button down oxford shirt or polo. Shirts are to be pressed and wrinkle free. Due to the design of ladies shirts they do not need to be tucked in, males are required to tuck in their shirts. Black or white long or short sleeve undershirts/t-shirts may be worn under company issued button down or polo.

Slacks: Clean, pressed, good repair, khaki colored “Docker” style or non-faded Jeans. Cargos, shorts, baggie, skinny pants, or jeans with rips or holes are not permitted. Pants are worn with a plain belt and must not sit below the waist.

Shoes: **Non-slip**, closed toe shoe that completely cover feet. Cloth material shoes, boat shoes, converse style or flats are not permitted. Bistro Crocs permitted (No Holes). Socks must be worn at all times.

Hats: Hats must fit comfortably and be adjusted to be securely form fitted on the head, pulled forward with the logo facing forward, not sideways and kept in good condition. To accommodate the hat and hair policy, review the General Appearance above. While on break, hats must be removed

*If you have a question or concern about a specific hair style, please see a manager **BEFORE** you proceed with any new hair style*

BAKER DRESS CODE

Shirts: Clean, pressed, professionally fitting, Panera Bread issued polo. Shirts must be tucked in. Black or white long or short sleeve undershirts/t-shirts may be worn under company issued polo.

Slacks: Clean, pressed, good repair, khaki colored “Dockers” style or non-faded Jeans. Cargos, shorts, baggie, skinny pants, or jeans with rips or holes are not permitted. Pants are worn with a plain belt and must not sit below the waist.

Shoes: **Non-slip**, closed toe shoe that completely cover feet. Cloth material shoes, boat shoes, converse style or flats are not permitted. Bistro Crocs permitted (No Holes). Socks must be worn at all times.

Hats: Hats must fit comfortably and be adjusted to be securely form fitted on the head, pulled forward with the logo facing forward, not sideways and kept in good condition. To accommodate the hat and hair policy, review the General Appearance above. While on break, hats must be removed

MANAGER DRESS CODE

Shirts: Clean, pressed, professionally fitting Panera logoed button down oxford shirt or polo. Shirts are to be pressed and wrinkle free. Due to the design of Ladies Shirts they do not need to be tucked in, Males are required to tuck in their shirts. Black or white long or short sleeve undershirts/t-shirts may be worn under company issued button down or polo.

Slacks: Clean, pressed, good repair slacks or non-faded Jeans. Cargos, shorts, baggie, skinny pants, or jeans with rips or holes are not permitted. Pants are worn with a plain belt and must not sit below the waist.

Shoes: **Non-slip**, closed toe shoe that completely cover feet. Cloth material shoes, boat shoes, converse style or flats are not permitted. Bistro Crocs permitted (No Holes). Socks must be worn at all times.

TATTOO POLICY

Employees are allowed three visible tattoos. No tattoos/body art will be allowed on the head, face, or front of neck. Only one of the visible tattoos will be allowed behind the neck or ear line and cannot be any larger than 2 inches long and 2 inches wide. Tattoos/body art elsewhere that is permissible shall be no larger than 5 inches long by 6 inches wide. Visible band tattoos cannot be longer than 3 inches wide.

Employees with tattoos or body art located on the arm that does not follow the visible guidelines are allowed to either wear black spandex arm compression sleeves or long sleeve black or white undershirt under the short sleeve polo. Logos should be small and at a minimum when purchasing the compression sleeves.

Tattoos/body art that are excessive, obscene, and sexually explicit or advocate or symbolize sex, gender, racial, religious, ethnic or national origin discrimination are prohibited.

In addition, tattoos/body art that advocate or symbolize gang affiliation, supremacist or extremist groups, or drug use are prohibited.

No band aids, long sleeve shirts, or cover-up makeup will be approved for non-permissible tattoos.

The company in its sole discretion shall decide which tattoos comply with the policy.

V. SAFETY & INJURIES

SAFE WORK ENVIRONMENT

Panera Bread considers the prevention of accidents and property damage to be of the utmost importance for the well-being of its employees, customers, guests and for the production efficiency of its operations.

Whenever there is a personal injury or damage to property, from whatever cause, it is a direct reflection on our ability to perform our work in a correct and conscientious manner. Associates are expected to do their part in helping to maintain safety standards, work safely, wear safety equipment when required, observe safety rules, and keep their work place neat and clean.

In the event of any injury or customer complaint, please report the incident to your manager. You are expected to contact the Café manager or the manager in charge to obtain the proper paper work and procedures to follow in the event of a work related injury.

If at any time during your employment you should have a safety suggestion or observe an unsafe condition or practice, it should be brought to the attention of a member of your Café’s management team so it can be corrected immediately, if possible.

OSHA

Every associate will be shown the OSHA (MSDA) book during orientation. As an associate you should know where the OSHA book is kept in your Café. This book contains any and all information about any hazardous solutions, chemicals that you may be using in your store. Also the proper use of these products and the precautions while using them if any. This book is for every associate to read at any time. If it is not available just ask your manager.

INJURY REPORTING PROCEDURE

Employees are required to report any work-related injury or illness, no matter how small, to their immediate supervisor **within 3 days of the injury**. The supervisor will supply a "First Report of Injury" form, and with the assistance of the employee, the supervisor will complete the form. Failure to submit a timely claim can adversely affect workers' compensation benefits. The Company will aggressively seek to return associates to work for light/full duty. 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. If the injured employee has health/dental insurance through the Company and out of work for a month or more, the premium is expected to be paid out of pocket by the employee or the employee/dependents will be removed from insurance and sent COBRA papers.

COMPANY WIDE "POST ACCIDENT" DRUG & ALCOHOL TESTING POLICY

The Company is committed to a safe and productive work environment and workplace. The use of illegal drugs and the abuse or improper use of drugs, including alcohol while working is prohibited. Medical and indemnity benefits are forfeited, and an employee may be discharged if he or she tests positive for alcohol or a prohibited drug, or refuses a test, provided that the employee has in place a program in compliance with Workers' Compensation, Florida Law found in Section 440.102, of the Florida Statutes.

As a condition of employment, the Company will maintain and enforce the following:

The manufacture, distribution, dispensation, possession, sale or use of a controlled substance on our Company premises or that of our client's, including vehicles, parking lots, while on Company business, during working or non-working hours, is prohibited and will subject employee to immediate discharge.

Any employee who uses, possesses, or is under the influence of alcohol or controlled substance, whether legal or illegal, while on Company or client premises, including parking lots and vehicles, or while on Company business, during working or non-working hours is subject to discharge.

It is the responsibility of each employee to promptly notify his or her supervisor of the use of any prescribed medication which may affect judgment, performance, behavior or safety. When an employee does not comply with this requirement, a physician's prescription will not be an acceptable excuse for the use of possession of a controlled substance and the employee will be subject to immediate discharge.

Any employee convicted of violating any criminal statute which violation occurred on Company or client premises, including parking lots and vehicles, or while on Company business, during working hours or under circumstances that adversely affect job performance, or our Company or client's reputation, will be subject to immediate discharge.

DRUG & ALCOHOL TESTING PROCEDURES

Testing is conducted by qualified collection site personnel at a collection site designated by an approved laboratory: *lists of approved providers can be found in café office and on authorization form.*

Drug testing will normally be completed through urinalysis; blood will be used as the initial and confirmation test for alcohol.

Employee will be required to produce photo ID at the testing facility.

The employer/Work Comp Carrier will pay the initial testing costs; additional tests will be paid by the employee.

Employees shall be given the opportunity to disclose any unlawful medication being taken which might affect the test results before the collection and after specimen analysis if the test shows positive for any reason.

Approved collection site personnel include: physician, physician's assistant, registered nurse, license practical nurse, nurse practitioner or certified paramedics or other qualified laboratory personnel.

The PCP/Initial care center handles everything from beginning to end, including review, collection and communicating with the employee if the test is positive/explanation if needed, etc.

CONFIDENTIALITY

All information produced as a result of testing will remain confidential unless the employee authorizes the release by written consent. The only exceptions to this are 1) When such a release is compelled by a hearing officer or a court of competent jurisdiction and 2) For determining qualification for unemployment compensation benefits.

This information may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except as provided in the law. Information on drug testing shall not be released or used in any criminal proceeding(s) against the employee. The employer, agent or the employer, or laboratory may have access to employee drug testing information when consulting with legal counsel in connection with actions relating to defense of a civil action.

CONSEQUENCES OF REFUSAL TO SUBMIT TO DRUG TEST OR “TESTING POSITIVE” FOR A DRUG/LOSS OF BENEFITS

An employee injured on the job (meaning arising out of and in the course of employment) that refuses to submit to a test under this program for drugs and/or alcohol forfeits and will lose his or her eligibility for medical and indemnity benefits. An employee injured on the job; at the time of injury, has 0.08 percent or more by weight of alcohol in the blood or who has a positive confirmation of a drug as defined herein will lose his or her eligibility for medical indemnity benefits. The Company may discipline, up to and including termination, any employee who is asked to undergo drug testing in accordance with this program and who refuses or who tests positive for drug in the initial and confirmation drug test if applicable.

EAP (EMPLOYEE ASSISTANCE PROGRAMS)

A list of names and telephone numbers of Employee Assistance Programs and local drug rehabilitation programs will be provided upon employee request. It is not the Companies responsibility to pay for any treatment an employee may seek nor is it the Companies place to diagnose whether or not an employee should seek treatment.

POSITIVE TEST RESULTS

If an employee tests positive they may contest or explain the result to the PCP within 5 working days after receiving notification of the test and the PCP will determine if it should be positive or negative

Employees have the right to consult with the PCP for technical information regarding prescription and/or nonprescription medications. If the employee's explanation or challenge is unsatisfactory to the PCP, the PCP may report a positive test result back to the employer. It is the responsibility of the employee to notify the Laboratory of any Administrative or Civil Action brought pursuant to Section 440.102, F.S.

Controlled Substance: means any item listed in Schedule I through V of the *Federal Controlled Substance Act*. As used in this policy, controlled substances also include any substance, the use, possession, or sale of which is illegal under Federal or State law and any substance which cannot be purchased over the counter and which is not prescribed and being used under the supervision of a physician. Testing may include such substances, but are not limited to:

Marijuana/Cannabinoids

Opiates

Amphetamines

Cocaine

Phencyclidine (PCP)

Hallucinogens

Methaqualone

(Synthetic)Narcotics, Barbiturates

Benzodiazepines

All other substances that alter perception of impair physical or mental performance; designer drugs

Alcohol in one's body above the legal limits of individual states.

The Company knows that people need to take medications for various illnesses and may affect a drug test. Medications prescribed by a doctor or bought over the counter could possibly test positive on a drug test. To avoid the potential problems created by a false test result, you may report the use of medication on the back of your copy of the chain of custody form after your specimen is collected and discuss only with the PCP/Initial Care Center. *A list of medications which may alter or affect a drug test is also included with the provider list on the authorization form.*

VI. ASSOCIATE BENEFITS

ASSOCIATE MEAL POLICY

Associate discounts are for Panera Bread employees only. Discounts are used for the day worked and cannot be “saved” for use on days off. All receive free drip coffee/fountain sodas/iced tea. Employees working three hours or more (including Catering) receive 50% discount on one meal per worked shift including bottled/canned items. Managers, including shift supervisors opening/closing the café for that day receive a \$12.00 limit on days they work for bakery and café items including bottled/canned items. Bakers working three hours or more receive a \$12.00 limit on the days they work for bakery and café items including bottled/canned items. Bakers are to order meals in advance no later than 7 pm on the evening of the shift. Eating or drinking behind the Bakery/Café counter is prohibited. Drink cups in the work place are prohibited. Employees are not permitted to ring in their own meals.

VII. MISCELLANEOUS

PERSONAL PROPERTY

The Company is not responsible for any clothing, jewelry, watches or other personal items (purses, wallets, etc.) that are worn/carried by the associate. Items that become damaged, destroyed or lost, regardless of circumstances, while on the premises of a Panera Bread location will be the sole responsibility of the associate involved. Please do not bring valuables to work with you.

LOST & FOUND

Items found that were left behind by the customers or other associates are to be turned in to your manager immediately. If the items 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 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.

CELL PHONE

Employees’ are not allowed to use their cell phone while on the clock. Cell phone usage should be limited to before work, during breaks and after the employees shift. No employees should use their cell phone or check messages during work hours. If there is an emergency situation where an employee must use their cell phone, it must be authorized by the Manager on Duty. Ear Pods or Ear Phones are not allowed during working hours. Note; Managers on Duty and Bakers may utilize their phone during work hours for work communication only.

BASIC RESPONSIBILITIES

There are some working conditions unique to our business which you cannot be expected to know about unless we call them to your attention, such as:

- Because of the limited customer parking in most stores, when you’re working you should park in areas designated by management.
- You will be assigned an employee number. The number assigned to you will document your work record. You must clock-in and -out on all work days and breaks. This is a simple process on our registers. You should not clock-in or -out for any other employee.
- You should immediately report any injury or accident to the manager or supervisor on duty at the time. This way we can be sure it is handled properly and assures that the area is safe and clean so the accident does not reoccur.
- You should make a practice to look at the bulletin board regularly. Please do not post or alter any of the notices on the bulletin board.
- We do not cash payroll checks in the store.
- The telephone is for business purposes; however, if you need to call for a ride, please ask a member of you Management Team on duty. *It’s a good idea to let family members know the store’s phone number so they can reach you in an emergency.*
- At closing time, all extra products are to be counted, recorded, and prepared for pick-up. No leftover or waste product is to be taken home.

- Because we are a food handling business, there is a special emphasis on sanitation and cleanliness. Please see a member of your Management Team for an explanation on the frequency of washing your hands and the proper method to achieve maximum sanitation.
- Theft of any nature, whether directly or indirectly, will not be tolerated. You will be suspended immediately. You will be contacted by the store manager within 24 hours to review event(s). Theft is grounds for termination and/or prosecution.
- Off duty associates are welcome as customers as long as they are not loitering or disrupting associates who are working.

SOCIAL MEDIA ASSOCIATE GUIDELINES

Each day, we build relationships with our customers at the bakery-cafes by listening and connecting with their needs. With social media, we have an opportunity to extend our relationship beyond the bakery- cafes through channels such as Facebook, Twitter, Google+, blogs, YouTube and numerous other sites. This policy will not be construed or applied in a way that improperly interferes with (A) associates' exercise of their rights under the NLRA or any other law, or (B) associates' legally protected social media discussions regarding wages, hours, or working conditions. If you are unsure about whether or not you can post certain content, please contact your Human Resources Manager or the Marketing Department for guidance. As you express your own views, others may view you as a representative of Panera Bread so it's important to follow these guidelines:

- 1. Use Good Judgment and Think before You Post:** Anything you post on a public site is accessible to anyone with a web browser. The Internet is not anonymous, it does not forget, and everything written on the web can be traced back to the original author. Accordingly, use good judgment and think about what you want to say and how to say it before you post. When in doubt, ask yourself, "Is this something I would be willing to say directly to my parents, to my manager or to Panera's CEO?"
- 2. Our Cultural Values:** Your communications regarding Panera's cafes, its associates, and its guests should be respectful. Your Internet postings should not include information that is profane, vulgar, threatening, or otherwise a violation of any Panera policy. In other words, "No Jerks."

We value the privacy of every Panera Bread associate. You should never disclose personal information about any associate. You should also never post things that disparage associates, vendors, competitors or other parties affiliated with Panera. You also should not post information about Panera's associates without their permission, just as you would not want someone else posting information about you without your permission. As a reminder, photos in bakery-cafes may only be taken with permission from the Public Relations or Marketing department, or a designated representative.

- 3. Personal Liability:** You are legally responsible for your postings, so you need to know that you may be personally liable if your posts are threatening, hateful, obscene, pornographic, vulgar, sexually explicit, defamatory, harassing, or otherwise in violation of law. You may also be liable if you make postings that include confidential or proprietary information. Ensure your postings comply with all trade secret, copyright, privacy, fair use, financial disclosure, and other applicable laws. Violation of this policy, or any other Panera policy, may result in disciplinary action up to and including termination of employment.
- 4. Authorization to speak on behalf of Panera:** When speaking about Panera, please keep in mind you should only speak to topics within your expertise and transparently disclose your affiliation with Panera. In addition, your postings reflect your personal opinions and may not be the same as Panera's. It is important that you make this distinction when posting your point of view. If you are using social media for personal purposes and identifying yourself as an associate of the company, you must be clear that you are speaking for yourself and not on behalf of the company. *If a member of the news media or a blogger contacts you about an Internet posting that concerns Panera's business or products, do not make any statements and instead please refer that person to your supervisor or the Marketing department.*
- 5. Panera Groups and/or websites:** Any community group that utilizes Panera's name, its property or its network is subject to this policy. From time to time, Panera's Marketing Department may form and manage social media groups or websites that utilize Panera's name. Panera reserves the right to remove any posted comment on Panera's group site(s) that is not appropriate for the topic discussed, uses inappropriate language or otherwise violates any Panera policy.

Participating in any social media activities is purely voluntary, is not subject to compensation, and should not interfere with your work responsibilities.

CASH HANDLING

MANAGER'S SWIPE CARDS

Manager's swipe card is to be kept in manager's possession at all times; hourly employees are not permitted to use Manager's swipe card. Uses of hand-typed codes are not permitted by in-store or above store personnel.

CREDIT CARD SALES

If a customer's credit card is over charged and it is prior to batching out the credit cards, do not refund the credit card – void the entire purchase. If the over charge is not determined until after batching out the credit cards, please contact District Manager and the office immediately for further instructions.

CASHIER AUDITS

Cashier audit must be completed prior to the associate's shift ending. Cashier audit envelope must be completed in full entirety and signed by both associate and manager. Once drawer has been removed from register it is never to be left unattended. \$25.00 Excess cash over/short at once or total within 90 days is grounds for immediate termination and is to be reported to the District Manager. Other amounts in excess or short at once or total within 90 days, may be result in disciplinary action up to termination. Manager in charge of safe verifies money and receipts in presence of cashier. Audits must be complete before associates clock out and leave premises. Do not cover a cash shortage by under-ringing, voiding sales, or replacing with monies from any other source.

DEPOSITS

There will be a minimum of two deposits performed per day including weekends.

END OF DAY BALANCE/CLOSE BOH

The expected variance for "Total over/short" is \$0.00. If "Total over/short" variance is greater than \$25.00 required notifications must be communicated to the District Manager and Sue Brown in the Ohio Accounting Office by 9:00 a.m. next day.

DONATIONS

Donations must be entered and deposited every Monday. Additionally, all other donations must be approved through the offices and documented. Failure to do so may result in disciplinary action up to termination.

PAID OUTS

Managers are the only authorized personnel to ring "paid out" transactions and all must have matching receipts, proper account numbers and must be done prior to the drawer closing out.

COMPANY INVESTIGATION

Any employee that is a witness to; has knowledge of; or is involved in (1) a crime, (2) company loss, (3) threats, (4) or other inappropriate behavior or misconduct, must immediately report the incident to their immediate supervisor. The Company reserves the right to investigate all incidents resulting in loss, injury, risk of loss, or violation of company policy. Associate cooperation with company officials and civil investigative agencies is a condition of employment. Individuals who fail to fully cooperate and/or provide false or misleading information during an investigation will be subject to disciplinary action up to and including termination, as well as possible criminal prosecution. In the event of a suspected cash management policy violation, it is the responsibility of the manager on duty to notify General Manager and District Manager who shall immediately involve Human Resources and Director of Operations in investigating and determining appropriate action.

DISCIPLINARY ACTION

Associates who violate the cash management procedures set-forth in this policy will be subject to immediate discipline, up to and including termination. The following are non-negotiable and are considered Company policy:

SAFE

- Both top and bottom safes are to be locked at all times when not in use. Placing safe on day-lock is not allowed.
- Manager who last audited safe is responsible for the safe and the only one accessing.
- All cash is to remain locked in safe overnight. Do not leave any cash out front in cash drawers overnight.
- Safe combination is not to be posted or written anywhere

CASH DRAWERS

- Each cashier must verify beginning till amount before ringing sales
- Only cashier assigned to drawer may ring on it. This applies to Managers and Catering as well.
- Employees are not permitted to make change between drawers or open drawers
- Employees are not permitted to make change for customers
- Do not put customer money into the cash drawer until change is tendered

CHECK ACCEPTANCE

- Business and organizational checks are accepted for amount of purchase ONLY.
- Personal checks are never to be accepted.
- Only United States traveler's checks are accepted.

REFUNDS

- Managers are the only personnel authorized to issue a refund
- Refunds must have a receipt
- Questionable refunds/no receipts must be turned over to the office for further processing if applicable

An employee may be terminated immediately, depending on the severity of the infractions listed above. Any incident of undercharging or "passing food" will result in immediate disciplinary action up to termination and may leave the employee liable for prosecution. Consistent cash handling issues are grounds for termination.

'QUICK CHANGE' POLICY

- Do not give change back to a customer until you have counted and recounted it
- Do not give the change to the customer as you are counting it back to them
- Do not make change, for the change: If a customer gives a \$50 bill for the purchase of a \$2 drink, count the \$48 in change and do not make change for the \$48 if asked.
- Notify Manager and Area Director immediately should "quick change" occur or concern that a customer is attempting to "quick change".

Mandatory Arbitration of Employment-Related Claims

Any dispute, controversy or claim arising out of or relating to the Employee's terms and conditions of employment with the Company, including any alleged violation of a state or federal statute, common law or public policy, such as any claims against the Company, its officers, directors, employees and/or affiliates that allege employment discrimination, harassment, unlawful termination, compensation discrimination, wage and hour violations and any other claims or disputes arising out of Employee's employment; or any dispute, controversy or claim arising out of or relating to this Agreement, its enforcement, arbitrability or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions, shall be submitted to final and binding arbitration before JAMS for resolution. Such arbitration shall be conducted at a mutually-convenient location in the state where the Employee works (or most recently worked) for the Company at the time the arbitration is commenced. The arbitration shall be conducted by a single arbitrator, in accordance with the then-current JAMS Employment Arbitration Rules and Procedures and the Federal Arbitration Act, as modified by the terms and conditions contained in this paragraph.

By signing below, Employee agrees that, except where prohibited by federal law, all claims subject to this Agreement must be pursued exclusively on an individual basis. By entering into this Agreement, Employee waives the right to commence, or be a party to, any class, collective or representative action or to bring jointly or collectively any claim, and the arbitrator has no authority to proceed with arbitration on such a basis. Any disputes concerning the validity of this class, collective and representative action waiver will be decided by a court of competent jurisdiction, not by the arbitrator. In the event a court determines this waiver is unenforceable with respect to any claim, then this waiver shall not apply to that claim, that claim must be filed in a court of competent jurisdiction and such court shall be the exclusive forum for that claim.

The arbitrator shall be selected by mutual agreement of the parties or, if the parties cannot agree on an arbitrator within thirty (30) calendar days from the commencement of the arbitration, then by striking from a list of arbitrators supplied by JAMS in accordance with the arbitrator selection provisions of the JAMS Employment Arbitration Rules and Procedures. The arbitration shall be subject to confidentiality. The arbitrator shall issue a written opinion stating the essential findings and conclusions on which the arbitrator's award is based. The arbitrator has the authority, to the extent given by law, to issue a decision and award up to the maximum award permitted under the law under which the dispute or claim arises. The Company will pay the arbitrator's fees and arbitration expenses and any other costs unique to the arbitration hearing (recognizing that each side bears its own deposition, witness, expert and attorney's fees and other expenses to the same extent as if the matter were being heard in court). If, however, any party prevails on a statutory claim that affords the prevailing party attorneys' fees and costs, then the arbitrator may award reasonable attorneys' fees and costs to the prevailing party. Any dispute as to who are a prevailing party and/or the reasonableness of any fees or costs shall be resolved by the arbitrator.

Employee may contact Human Resources or the General Counsel at the Company with any questions about the arbitration process.

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. This Agreement to arbitrate is freely and mutually entered into between the parties. Each party fully understands and agrees that they are giving up certain rights otherwise afforded to them by civil court actions, including but not limited to the right to a jury trial. The Company shall have the right to prospectively terminate this Agreement. Termination is not effective for covered claims which accrued or occurred prior to the date of termination. Termination is also not effective until ten (10) days after reasonable notice given to Employee.

By signing here, Employee acknowledges that he or she has read this Arbitration Agreement and agrees to the terms of the arbitration provisions herein. Employee further understands that this Agreement does not alter the "at will" nature of his or her employment.

Employee Name

Date

Panera Bread Representative

Date