



# D.L. Rogers Corp. Drive-In EMPLOYEE HANDBOOK

*Revised: March 28, 2022*

## **TABLE OF CONTENTS**

<b>TABLE OF CONTENTS .....</b>	<b>2</b>
<b>IMPORTANT INFORMATION ABOUT THIS HANDBOOK .....</b>	<b>4</b>
<b>SECTION I – Handbook Introduction .....</b>	<b>5</b>
Welcome to Our Team .....	5
The SONIC Drive-In Story .....	5
DLR History .....	5
Mission Statement and Core Values .....	6
Eight Rules Company .....	6
Union-Free Workplace .....	6
<b>SECTION II – Equal Employment Opportunity and Non-Discrimination Policies .....</b>	<b>7</b>
Equal Employment Opportunity .....	7
Non-Discrimination and Harassment-Free Workplace Policy .....	7
Accommodation of Individuals with Disabilities .....	9
Accommodation of Religious Beliefs and Practices .....	10
Non-Discrimination Against and Accommodation for Nursing Mothers .....	10
Genetic Information Non-Discrimination Act (GINA) .....	10
Guests with Disabilities .....	10
I-9 Compliance Policy .....	11
Social Security Number Policy .....	11
<b>SECTION III – Open Door Policy and Concern Resolution Procedure .....</b>	<b>12</b>
<b>SECTION IV – Workplace Practices and Standards of Conduct .....</b>	<b>13</b>
Standards of Conduct .....	13
Carhop Cash Handling .....	14
Cash Variances and Payment of Shortages .....	14
Conflict of Interest .....	15
Employment of Minors .....	15
Breaks and Meal Periods for Minors .....	15
Minors Driving .....	16
Restricted Access Policy .....	16
Drive-In Telephone/Personal Visits/Switchboard .....	16
Meetings .....	16
Progressive Discipline Guidelines .....	17
Drug-Free Workplace .....	17
Workplace Investigation and Searches .....	17
Theft .....	18
Return of Property .....	18
Cell Phone Usage .....	18
Personal Items .....	18
Solicitation, Distribution, and Posting .....	19
<b>SECTION V – Your Pay and Benefits .....</b>	<b>20</b>
Direct Deposit .....	20

Paycard .....	20
Employee Benefits .....	20
Employee Meal Program.....	21
Employee PTO Policy .....	21
<b>SECTION VI – Work Schedules and Wage and Hour Policies and Practices.....</b>	<b>23</b>
Work Schedule .....	23
Reporting Your Hours and Compensation for All Hours Worked .....	23
Overtime .....	23
Off-the-Clock Work is Prohibited .....	23
Employee Breaks and Meal Periods .....	24
Underpayment/Overpayment .....	24
Pay Procedures .....	25
Final Pay.....	25
Tip Reporting Requirement .....	25
Tip Rate Determination Agreement (TRDA) and Employee Responsibility Under TRDA.....	25
<b>SECTION VII – Your Uniform and Appearance Standards .....</b>	<b>26</b>
Uniform Standards .....	26
Personal Appearance Standards .....	27
<b>SECTION VIII – Workplace Attendance, Absences, and Employee Leave .....</b>	<b>28</b>
Workplace Attendance .....	28
Family and Medical Leave Act Policy .....	29
<b>SECTION IX – Technology-Related Policies.....</b>	<b>33</b>
Computer Usage Policy .....	33
Password Security .....	33
Software .....	33
Internet Usage .....	33
Social Media Policy .....	33
E-mail and Instant Messaging .....	34
Picture Taking and Video Taping Inside the Drive-In.....	35
<b>SECTION X – Safety and Security Guidelines and Procedures .....</b>	<b>36</b>
Know How and Where .....	36
Use of Equipment .....	38
Work-Related Injuries and Related Benefits .....	38
Violence and Weapons in the Workplace .....	38
Sanitation.....	38
Food Tampering Policy .....	39
Contagious Illness Policy and Employee Management Responsibilities.....	39
<b>EMPLOYEE HANDBOOK ACKNOWLEDGEMENT.....</b>	<b>41</b>

## **IMPORTANT INFORMATION ABOUT THIS HANDBOOK**

This Handbook contains several important notices required by law. It should be reviewed in its entirety. Additionally, this Handbook will provide you with information to help you know your employer and your job, and to answer some questions you may have. If you have any questions about the content of this Handbook, please direct them to your Manager or Supervisor.

The policies, practices, and standards set forth in this Handbook apply to all employees and management persons having any authority over the Drive-In.

Nothing in this Handbook is intended to create, nor does create, any substantive rights for any employee beyond those which are recognized in the jurisdiction in which you are employed.

Not all of the Drive-In's policies and procedures are set forth in the Handbook, which is intended to serve as a general guide to your employment. No provision of this Handbook is intended to apply if it conflicts with or is superseded by any requirement or prohibition contained in a federal, state, or local law or regulation.

At the end of this Handbook, you will find an Acknowledgment Form, which you must sign, date, and return to the Drive-In immediately.

## **SECTION I – Handbook Introduction**

### **Welcome to Our Team**

We are excited you have become a member of the SONIC Drive-In team and look forward to working with you. Recognizing that our employees are our most valuable resource, we are committed to helping you succeed in your new job and want you to enjoy working here.

To help familiarize you with SONIC, we have developed this Handbook. It is meant to guide you on our basic policies. You should read the Handbook completely and retain it for future reference. Management is always willing to address any questions you have about your employment, the Company's policies, or this Handbook.

Please keep the Handbook (and any additional policies you may receive) in a place that is easily accessible to you. That way you will be able to consult it as a resource for your work-related questions. You should also raise any questions you may have (about SONIC, your job, the Handbook, etc.) to a member of the Drive-In's management team.

### **The SONIC Drive-In Story**

**The Long Road.** SONIC Drive-In, founded by Troy Smith and originally named Top Hat Drive-In, began in 1953 as a hamburger and root beer stand in Shawnee, Oklahoma. SONIC's introduction and unique use of curbside speakers allowed customers to place food orders without ever leaving their cars. This innovation spawned the slogan, "Service with the Speed of Sound" and a new name in 1959: SONIC Drive-In. SONIC Corp. is an Oklahoma City-based, publicly held company. Its subsidiary, SONIC Industries Inc., franchises SONIC Drive-In restaurants from coast-to-coast.

**Twists and Turns.** The SONIC Drive-In chain specializes in made-to-order food and is known for its specialty menu items and personal Carhop service. Popular menu items include Toaster sandwiches (hamburgers and sandwiches served on thick Texas Toast), extra-long cheese coneys (hot dogs with chili and cheese), fresh hamburgers, handmade onion rings, tater tots, and a variety of Frozen Favorites® desserts and Fountain Favorites® drinks, such as Cream Pie Shakes and Cherry Limeades.

**Cheers from the Crowd.** With restaurants from coast-to-coast, SONIC Drive-In is the nation's largest chain of Drive-In restaurants. Customers aren't the only ones who recognize SONIC Drive-In's commitment to quality and service as it has received high recognition in *Entrepreneur* magazine for achievements in franchise opportunities and in *Forbes* magazine for achievements in small company endeavors. With unyielding dedication to its guests and excellence in service, SONIC is truly "America's Drive-In."

### **DLR History**

D.L. Rogers Corp. (DLR) is a SONIC Drive-In franchisee, with 260 Drive-Ins located in ten states. DLR was founded by Don L. Rogers in 1967, when he opened his first SONIC Drive-In in Eureka, Kansas. Don's eldest son, Darrell, worked by his side in the family business starting at the age of 14 and took over the helm in 1983 upon Don's passing. Darrell's daughter, Shawn, joined DLR in 2005 and was most recently named Chairman/Chief Executive Officer in 2020 while Darrell's son, Chris, joined the company in 2008 and was most recently named Senior Vice President of Corp. & Real Estate/Managing Member of DLR Family Investments LLC in 2020. The DLR team has continued to expand the business all while continuing Don's legacy of partnership and passing on the opportunity. DLR is committed to providing EXCELLENCE WITHOUT EXCEPTION and opportunities to everyone in our organization, as this truly is a company of owners.

## Mission Statement and Core Values

D.L. Rogers Corp. has a vision of EXCELLENCE WITHOUT EXCEPTION. We believe this vision is achieved when we deliver COOL P's.

**Culture of Respect.** We respect ALL our co-workers, guests, vendors, and other business partners as valuable human beings. We particularly recognize, respect, and develop integrity, hard work, leadership, and excellent results.

**Opportunity.** We provide unparalleled PARTNERSHIP and compensation opportunities to our people.

**Operations.** In ALL key performance indicators, D.L. Rogers Drive-Ins are among the top of the SONIC system.

**Leadership.** We will provide professional leadership at all levels. By the example of our conduct, results, and innovation, we consistently “win the right to be heard.”

**People.** We are always fully prepared to support all our personnel needs. At ALL levels, we are fully self-sufficient with multiple candidates for any opportunity.

**Profit.** We will consistently provide our investors with a superior return on investment. We routinely achieve ALL our goals for not only profit growth, but sales, compensation, and restaurant development. Cost controls at ALL levels are among the top in the SONIC system.



## Eight Rules Company

The eight rules of the company reflect our values and expectations of employees.

1. I don't lie to you.
2. You don't lie to me.
3. I don't steal from you.
4. You don't steal from me.
5. If it doesn't make good sense, don't do it.
6. I'll only tell you once.
7. Never do anything to ruin the reputation of SONIC or D.L. Rogers Corp.
8. There's no free lunch. Everyone must do his or her part.

## Union-Free Workplace

Our SONIC Drive-In restaurants are not unionized. Throughout our history, employees have been able to deal directly with management in resolving any issues they may have. Through the Open Door Policy and Concern Resolution Procedure, we are able to facilitate prompt and effective resolutions of employee concerns, making third party representation unnecessary. D.L. Rogers Corp. believes that union representation would not be to the advantage of our employees, our guests, or the continued success of the Drive-In. Notwithstanding this provision, the Drive-In will not retaliate against employees that are in a union or that engage in protected, concerted activity. We encourage all employees to give management the opportunity to address any concerns they may have.

## **SECTION II – Equal Employment Opportunity and Non-Discrimination Policies**

### **Equal Employment Opportunity**

The Drive-In is an equal opportunity employer and, as such, provides employment opportunities to all employees and applicants for employment without regard to race, color, national origin, ancestry, citizenship status, veteran or military status (as defined by USERRA), disability, protected medical condition, religion, age, genetic information, sex (including pregnancy, childbirth, and related medical conditions), gender identity and expression, sexual orientation, or other legally protected status or characteristic under applicable federal, state, or local laws. The Drive-In complies with all applicable federal, state, and local laws governing non-discrimination in employment.

This policy applies to all aspects of our employment practices, including but not limited to, recruiting, selection, promotion, transfers, rate of pay, discipline, termination, benefits, training, leaves of absence, and all other terms and conditions of employment.

### **Non-Discrimination and Harassment-Free Workplace Policy**

Mutual respect is the basis of all professional relationships. All employees are personally accountable for promoting equal opportunity practices and a harassment-free work environment. Managers are instructed to use all reasonable means to correct incidents of unlawful discrimination and harassment.

The Drive-In prohibits discrimination and harassment based on race, color, national origin, ancestry, citizenship status, veteran or military status (as defined by USERRA), disability, protected medical condition, religion, age, genetic information, sex (including pregnancy, childbirth, and related medical conditions), gender identity and expression, sexual orientation, or other legally protected status or characteristic under applicable federal, state, or local laws.

*UNLAWFUL DISCRIMINATION, HARASSMENT OR RETALIATION OF ANY APPLICANT OR EMPLOYEE WILL NOT BE TOLERATED AND MAY RESULT IN DISCIPLINARY ACTION UP TO AND INCLUDING TERMINATION OF EMPLOYMENT.*

This policy prohibits all persons associated with the Drive-In (including but not limited to employees, Managers, Drive-In operators, General Managers, Supervisors, Multi-Unit Supervisors, and vendors) from discriminating against, harassing, or retaliating against any employee or applicant.

All employees and members of the management team should report any observed discrimination or harassment, whether or not the behavior is directed at you. All employees and management team members are required to comply with this policy and use every effort to further its implementation. The Drive-In will take prompt, remedial action to end conduct in violation of this policy.

This policy applies to all conduct between employees of the Drive-In, regardless of whether it occurs in the workplace itself, or off Company premises, including social activities conducted or sponsored by the Company, and business trips. It also applies to material digitally transmitted by fax, e-mail, internet, or text message. This policy also applies to social media use on authorized corporate channels and to any personal use of social media when communications relating to the Drive-In or its products, guests, or employees are in violation of this policy.

This policy extends to all persons associated with D.L. Rogers Corp. and the Drive-In, including but not limited to employees, Supervisors, Partners, Drive-In management, vendors, customers, and other members of the general public.

The conduct described below is unacceptable and prohibited in the workplace itself, as well as in all other work-related settings, such as business trips and business-related social events, and is, at all times, strictly prohibited.

The conduct described below includes examples of inappropriate and unacceptable conduct. However, because harassment and discrimination can take many forms, it is not intended to define all types of prohibited conduct.

**Sexual Harassment.** Sexual harassment consists of unwelcome conduct of a sexual nature when any of the following is true:

- Submission to the conduct is either an explicit or implicit term or condition of employment.
- There is a promise or implied promise of preferential treatment (such as a promotion, raise, favorable work hours, etc.) for submission to the conduct.
- There is a threat of or actual adverse employment action (such as termination of employment, demotion, reduction of hours or pay, etc.) for rejection of the conduct.
- Such conduct has the effect of creating an intimidating, hostile, or offensive work environment or unreasonably interferes with an employee's work performance.

Sexual harassment includes a broad spectrum of conduct, including harassment based on sex (including harassment between persons of the same gender, by a female against a male, or by a male against a female), gender identity, gender expression, and sexual orientation (meaning, for example, one's heterosexuality or homosexuality). By way of illustration only, and not limitation, examples of conduct that may constitute sexual harassment are:

- Sexual advances or requests for sexual favors (this includes repeated, unwelcome requests for dates).
- Sexually oriented comments, jokes, teasing, language, or gestures.
- Telling others about your own or another person's sexual relationships or asking questions of others about the same.
- Remarks of a sexual nature about a person's clothing, body, sexual activity, or previous sexual experience.
- Verbal abuse of a sexual nature.
- Leering, staring, catcalls, or whistling of a sexual nature.
- Intentional physical contact that is sexual in nature and unwelcome by the recipient, such as touching, pinching, patting, grabbing, brushing against, or poking another.
- Displaying, reading, or bringing into the Drive-In pictures, posters, calendars, graffiti, objects, or other materials that are sexually suggestive or demeaning.
- Physical assault.
- Physical or verbal abuse concerning an individual's actual sex or the perception of the individual's sex.
- Physical or verbal abuse concerning an individual's characteristics, such as vocal pitch, the size and shape of an individual's body, including remarks that a male is too feminine or a female is too masculine.
- Text messaging or electronically transmitting (or requesting for a person to text message or electronically transmit) sexually suggestive or demeaning comments, jokes, graphics, or pictures ("sexting").

**Other Types of Unlawful Harassment.** Harassment on the basis of any other protected characteristic is also prohibited. Under this policy, harassment is verbal or physical conduct that degrades or shows hostility toward an individual because of his or her race, color, national origin, ancestry, military status (as defined by USERRA), physical or mental disability, religion, age, genetic information, sex (including pregnancy, childbirth, and related medical conditions, gender identity, and sexual orientation), or other legally protected status or characteristic when any of the following is true:

- The conduct has the purpose or effect of creating an intimidating, hostile, or offensive work environment.
- The conduct has the purpose or effect of unreasonably interfering with an employee's work performance.
- The conduct otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to derogatory comments, slurs, or negative stereotyping; threatening, intimidating, or hostile acts; demeaning or degrading jokes; basing employment decisions or treating individuals differently based on protected status or characteristics; or displaying, bringing onto Drive-In property, or communicating (electronically or otherwise) written or graphic material that degrades or shows hostility toward an individual or group because of their legally protected status or characteristic.

**Discrimination.** It is a violation of this policy to discriminate against an applicant for employment or employee on the basis of race, color, national origin, ancestry, citizenship status, veteran or military status (as defined by USERRA), disability, protected medical condition, religion, age, genetic information, sex (including pregnancy, childbirth, and related medical conditions), gender identity and expression, sexual orientation, or other legally protected status or characteristic under applicable federal, state, or local laws.

This policy applies to all employment related decisions such as recruitment, hiring, transfers, promotions, compensation, benefits, training, work assignments, and termination of employment.



**Retaliation.** It is a violation of this policy to take any adverse employment action against an employee because that employee has made a good faith complaint about or participated in an investigation concerning harassment, discrimination, or retaliation or engaged in any other protected activity.

**Reporting a Complaint.** If you believe you have been discriminated against, harassed, or retaliated against in violation of this policy or if you have witnessed or otherwise learned of such conduct, you must report the incident. You should report it to the Drive-In's Manager or Supervisor. *If the situation deals with your Drive-In's Operator/General Manager or the Drive-In's Supervisor or if that person has not been able to satisfactorily resolve your concern, you should contact the Director of Human Resources at D.L. Rogers Corp. at 1-800-880-0765.* Any and all complaints will be investigated as promptly as possible.

If the Drive-In's Manager, Supervisor, or Multi-Unit Supervisor becomes aware that harassment or discrimination is occurring (either from personal observation or as a result of an employee coming forward), the management team member must report the situation to his or her Supervisor.

If you do not report harassment, discrimination, or retaliation pursuant to this policy, the Drive-In may not be able to investigate and possibly remedy the situation. No employee will be penalized or sanctioned for "going over the head" of his or her Supervisor to report discrimination or retaliation.

**Confidentiality.** Your complaint will be investigated as promptly as possible and we will maintain the confidentiality of your complaint and our investigation to the greatest extent possible under the circumstances. We ask that you do the same. Complaints and/or investigations are not proper topics for general discussion with other Drive-In employees or gossip.

**Corrective Action.** Appropriate corrective action, up to and including immediate termination of employment, may be taken against any person found to have violated this policy. All people associated with the Drive-In are required to be truthful, accurate, and cooperative during any investigation. Intentionally making a false complaint or pressuring others to be untruthful or falsely denying, lying about, or otherwise covering up or attempting to cover up misconduct or conduct that is the subject of an investigation is strictly prohibited and such conduct is subject to disciplinary action, up to and including termination of employment.

### **Accommodation of Individuals with Disabilities**

The Drive-In complies with the Americans with Disability Act of 1990 (ADA), the amendments to the ADA, and applicable state and local laws providing for equal opportunity in all aspects of employment for qualified individuals with disabilities.

The ADA and other applicable state and federal laws prohibit employment discrimination against qualified individuals with physical or mental disabilities and other legally protected medical conditions. The Drive-In prohibits discrimination on the basis of qualified physical and mental disabilities and other legally protected medical conditions with respect to all employment practices and other employment related activities. The ADA and related laws also require employers to provide reasonable accommodations to qualified persons with a disability. In accordance with applicable law, the Drive-In may grant a reasonable accommodation for a qualifying physical or mental disability or other legally protected medical condition, provided the requested accommodation does not impose undue hardship on the Drive-In or does not present a direct threat to the health or safety of others in the workplace or to the individual.

If you believe that you need an accommodation to perform the essential functions of your job, you must contact the Drive-In's Multi-Unit Supervisor to request an accommodation. The Drive-In Multi-Unit Supervisor will work with you and the Drive-In's management in the accommodation process to explore and identify a reasonable accommodation for your individual situation. Employees are expected to fully cooperate in the interactive accommodation process. Employees who do not meaningfully cooperate in the accommodation process may waive their right to accommodation in accordance with applicable law.

If a member of management becomes aware that an employee may need an accommodation under this policy, the Manager must advise the Multi-Unit Supervisor. The Multi-Unit Supervisor will then contact the employee and initiate the interactive accommodation process.

## **Accommodation of Religious Beliefs and Practices**

The Drive-In complies with Title VII of the Civil Rights Act and applicable state and local laws concerning the accommodation of religious beliefs and practices. We will provide reasonable accommodation for an employee's sincerely held religious observances and practices when the employee brings such matters to management's attention and a reasonable accommodation can be identified.

A reasonable accommodation is one that eliminates the conflict between an employee's religious beliefs or practices and the employee's job requirements, without causing undue hardship to the Drive-In or co-workers.

Individuals who seek a reasonable accommodation for their sincerely held religious beliefs or practices must notify the Drive-In's Multi-Unit Supervisor. If, for any reason, you are not comfortable going to such person or if you are not satisfied with the results you received from such person, contact the Director of Human Resources at 1-800-880-0765.

The employee's request will be reviewed and the employee will be given the opportunity to engage in an interactive dialogue regarding the requested accommodation. Employees are expected to fully cooperate with their Drive-In's accommodation process. Employees who do not meaningfully cooperate in this established accommodation process may waive their right to accommodation in accordance with applicable law.

## **Non-Discrimination Against and Accommodation for Nursing Mothers**

The Drive-In complies with all laws prohibiting discrimination against nursing mothers in the workplace. The Drive-In will provide reasonable unpaid break time or permit an employee to use paid break time, meal time, or both, each day to allow the employee to express breast milk for her nursing child. Please contact your Drive-In Operator/General Manager if you require accommodation.

## **Genetic Information Non-Discrimination Act (GINA)**

A federal law known as GINA prohibits employers from obtaining genetic information about an applicant or employee except in very limited situations. It also protects applicants and employees from being discriminated against, harassed, or retaliated against on the basis of genetic information.

Genetic information includes information about an individual's genetic tests and genetic tests of an individual's family members, as well as information about any disease disorder, or condition of a family members (i.e. an individual's family medical history).

The Drive-In does not use genetic information to make employment decisions nor does it use such information to make determinations under its group health plans. It is a violation of this policy to ask for or obtain genetic information about an applicant or an employee, unless specifically authorized by law.

Under the law, there are certain exceptions pursuant to which an employer may be permitted to obtain an employee's genetic information. These exceptions include, but are not limited to, inadvertent acquisition and voluntary disclosure of genetic information, as well as obtaining genetic information in response to an employer's need to assess a requested leave under the Family and Medical Leave Act. In those circumstances where genetic information is maintained, it will be retained in a confidential manner and in a separate medical file so as to prevent unlawful disclosure.

All employees are required to be sensitive to the scope of day-to-day discussions and avoid discussion of their individual or family medical history in the workplace. Similarly, should any employee initiate discussions with you on this topic, you must refrain from discussing such topics and terminate the conversation immediately.

## **Guests with Disabilities**

There are many different types of disabilities that may require Drive-In employees to provide special assistance to our guests. These include, but are not limited to, speech, hearing, visual, and mobility disabilities. All Company employees must provide assistance to individuals with disabilities to ensure that they are able to enjoy our goods and services.

Some guests with hearing or speech disabilities may need to communicate with the Switchboard Attendant or Carhop with or without using speech. Their method of communication can vary depending upon the guest's disability. For example, some

individuals are able to speak but are unable to understand spoken words, while others may not be able to communicate using speech at all. When communication using speech or hearing is not possible, communication can usually be achieved by gesturing or exchanging written notes. Switchboard Attendants and Carhops must provide a pen and paper to such guests to facilitate this process. Guests who are blind or have low vision who are passengers will not be able to read the menu board. Switchboard Attendants and Carhops must promptly read the menu to these guests.

Identifying guests with disabilities:

- Carhops and Switchboard Attendants should be observant when a guest parks in a designated accessible space as these are the guests who are more likely to require additional assistance.
- Other spaces should also be observed for obvious signals that a guest needs assistance. Examples include when a guest:
  - flashes car lights to signal attention.
  - honks the vehicle's horn.
  - uses hand signs or hand movements to signal for attention.
  - is present at the menu board, but is not speaking.

Drive-In employees must provide prompt assistance to guests with disabilities.

## **I-9 Compliance Policy**

The Drive-In hires only United States citizens and aliens who are authorized to work in this country. As required by law and Drive-In policy, you must provide proof of work eligibility and proper identification and complete the employee portion of the I-9 Form upon your date of hire. The information provided on the I-9 Form must be valid and authentic. Providing false or misleading information on the I-9 Form will result in immediate termination of employment. Management must never allow someone to work who has not appropriately completed the I-9 form process.

## **Social Security Number Policy**

For wage reporting purposes, all employees are required to provide their full legal name as it appears on their Social Security card and their Social Security Number upon hire. Any employee who fails to provide such information or who provides false or misleading information related to their name or Social Security Number (which includes providing a name and/or Social Security Number belonging to someone else) will be subject to disciplinary action, up to and including termination from employment.

Similarly, an employee who assists or knowingly allows another person to work using false or misleading information related to the person's name and/or Social Security Number will be subject to termination from employment. If you are aware of any employee who is using another person's name and/or Social Security Number, you are personally accountable for appropriately reporting the issue. Should the Drive-In become aware of any discrepancy between your Social Security Number and name, you will be asked to resolve the "mismatch" within a designated time frame. Failure to resolve the discrepancy may result in termination of employment.

### **SECTION III – Open Door Policy and Concern Resolution Procedure**

We value your concerns, suggestions, and comments. In keeping with our belief in open communication, all employees are encouraged to speak freely with management about their job-related concerns. We urge you to go to your Drive-In's Manager or the Drive-In's Multi-Unit Supervisor to discuss your job-related ideas, recommendations, concerns, and other issues which are important to you. The Drive-In's entire management team is committed to resolving your individual concerns in a timely and appropriate manner.

To create an environment in which we can achieve our greatest potential and follow our Core Values, it is essential that every employee immediately report any concerns about work-related issues, especially any violations of Drive-In policies and procedures, to the Drive-In's Manager or to the Drive-In's Multi-Unit Supervisor. Such issues may include, employee concerns relating to discrimination, harassment, disciplinary action received; employee pay; illegal or unethical conduct; or concerns about possible violence in the workplace. Intentionally making a false complaint is strictly prohibited and such conduct is subject to disciplinary action, up to and including termination of employment.

Rest assured, you may express any concerns without fear of retaliation. In fact, it is a violation of the Drive-In's policies to take any adverse employment action against an employee because that employee has made a good faith complaint about or participated in an investigation concerning harassment, discrimination, or retaliation.

To best ensure that your concerns will be addressed in a timely manner, please report any concerns to your Drive-In's General Manager or the Drive-In's Multi-Unit Supervisor as soon as possible. If you are uncomfortable reporting a concern to either of these people, please contact the office of D.L. Rogers. If the situation deals with your Drive-In's Manager or the Drive-In's Multi-Unit Supervisor or if that person has not been able to satisfactorily resolve your concern, you should contact the Director of Human Resources at 800-880-0765.

Appropriate disciplinary measures will be taken against any employee who causes, engages in, encourages, condones, fails to report, or otherwise permits discrimination or harassment that violates this policy. Action will also be taken against any Manager who fails to take corrective action to remedy such unlawful discrimination or harassment. Such conduct may be grounds for disciplinary action, up to and including termination of employment.

**Investigation.** All complaints of discrimination or harassment will be promptly investigated. The investigation will be conducted in such a way as to maintain confidentiality to the greatest extent practicable under the circumstances.

All employees are expected to be truthful, accurate, and cooperative during any investigation. Pressuring another about falsely denying, lying about, or covering up or attempting to cover up misconduct or conduct that is the subject of an investigation is strictly prohibited and could lead to disciplinary action, up to and including termination of employment.

## **SECTION IV – Workplace Practices and Standards of Conduct**

D.L. Rogers Corp. has adopted a Code of Conduct to support its commitment to be a fun, safe, and ethical place to work. While there is no way to develop a single set of rules to cover all situations that may arise at work, the Code of Conduct outlines basic guidelines for appropriate and ethical behavior. You are personally responsible for ensuring that your conduct is in compliance with the Code of Conduct, the law, and the Drive-In's standards and policies.

The Code of Conduct applies to all Drive-In employees and to all individuals who own an interest in a majority-owned D.L. Rogers Corp. store (i.e., Supervising Partners and Working Partners/Working Managers). For simplification purposes, the terms "you" and "employee" will be used to apply to all individuals who are covered by this policy.

Follow the Drive-In Code of Conduct whenever you are on SONIC property, such as working a shift, taking your rest break or meal period, visiting the Drive-In, or conducting business on behalf of the Drive-In, even if you are not on SONIC property (such as when you are at training, running errands for the Drive-In, etc.).

*NOTE: Some parts of the Code of Conduct may apply to your behavior off the job, in accordance with applicable law.*

If you do not follow the Code of Conduct, you may be subject to disciplinary action, up to and including termination of employment in accordance with the Drive-In's progressive discipline guidelines, which can be found in this Handbook. It is important to note that no one has the authority to direct, request, or influence someone else to violate the Code of Conduct, the law, or the Drive-In's policies.

### **Standards of Conduct**

The Drive-In expects employees to follow standards of conduct that promote our Mission Statement and Core Values. *Nothing in this policy alters the fact that your employment is on an "at-will" basis.* Your employment with the Drive-In is considered to be "at-will," and you are not being employed for any specified time. This means either you or the Drive-In may end the employment relationship at any time, with or without cause or advance notice. At-will employment also means that the Drive-In may discipline you or change the terms of your employment, including but not limited to demotion, promotion, transfer, compensation, benefits, duties, and location of work, at its discretion, at any time, with or without cause or advance notice. The foregoing provision regarding your status as an at-will employee may not be changed by any Supervisor or other representative of the Drive-In.

Although it is not a complete list, the following are examples of conduct that may result in disciplinary action, up to and including immediate termination of employment:

- Falsifying, tampering with, or removing (without authorization) from the Drive-In, employment records or documents maintained by the Drive-In.
- Conduct causing waste, damage, loss, or destruction of Drive-In property or property belonging to others, including your uniform and hats.
- Insubordination or disrespectful conduct, including refusal to perform assigned work, using foul or abusive language (including profanity), or disorderly or indecent conduct.
- Failure to consistently perform job responsibilities in a satisfactory manner.
- Rude or disrespectful behavior toward employees or Drive-In guests, including directly or indirectly requesting tips from guests.
- Not entering and exiting the Drive-In through an approved entrance.
- Failure to take appropriate action to remedy or to immediately report to management discrimination or harassment, safety hazards, equipment defects, accidents, or injuries.
- Violation of any Drive-In policy, procedure, rule, or practice contained in this Handbook or implemented by the Drive-In.
- Intentionally making a false complaint, pressuring others to be untruthful, or falsely denying, lying about, or otherwise covering up or attempting to cover up misconduct or conduct that is the subject of a complaint or investigation.
- Inappropriate physical contact with another employee, including touching or grabbing another employee, engaging in horseplay, or any act of violence or threat of violence.
- Providing false or misleading information to the Drive-In, including but not limited to, information on your application or other information obtained during the hiring process, or information pertaining to time missed from work.

- Conduct causing deliberate contamination of food or beverage.
- Conduct off the job that materially or adversely affects the Drive-In, its reputation, or the SONIC brand.
- Failure to clock in or out, or manipulating or falsifying time clock information. Working off the clock for any reason is prohibited.
- Disclosing to anyone non-work-related purposes, or failing to properly protect confidential information, including policies, procedures, recipes, manuals, personal identifying information, or any proprietary information.
- Smoking, use of other tobacco products, gum chewing, eating, or drinking in unapproved areas or unauthorized times.
- Any other conduct that the Drive-In determines, in its sole discretion, should be addressed with discipline, up to and including immediate termination of employment.

The above list contains examples of conduct that may result in disciplinary action and is not exhaustive. The Drive-In reserves the right, in its sole discretion, to choose any discipline it deems appropriate under the circumstances, including immediate termination of employment, relating to the above or any other conduct.

Nothing in this policy is intended to interfere with an employee's right to engage in conduct protected under the National Labor Relations Act.

### **Carhop Cash Handling**

The Drive-In has specific rules for handling cash, coupons, gift cards, and credit cards. It is the policy of the Drive-In to practice safe and accurate cash handling procedures. Carhops must consistently follow these procedures and Drive-In management must abide by and ensure that Carhops follow the procedures outlined below.

- At the beginning of the shift, the Manager on duty will provide the Carhop with a starter bank of money, not to exceed \$50, for his or her shift.
- The Carhop verifies monies prior to completing the first transaction.
- The Carhop must follow the \$60/60 rule by completing cash drops inside, utilizing an individually assigned lockable drop box or documented drop sheet, verified by a management person, whenever the Carhop accumulates more than \$60 above his or her start bank or every 60 minutes, whichever comes first.
- At the end of the assigned shift, the Manager on duty will generate a Carhop balancing report, which indicates the total amount of cash owed by the Carhop. All credit card transactions will be subtracted from the report, which will leave the cash balance due.
- *The amount on the Carhop balancing report will be requested of the Carhop.*
- The Carhop will count all cash (including verified drop amounts), credit card amounts, and reconcile total to amount owed and return the original bank of money to the Manager on duty for verification in the presence of the Carhop.
- After balancing, the Manager will instruct the Carhop to accurately count and enter tips on the Carhop's terminal.
- When the tips are entered, the tips will then be automatically displayed on the Manager's screen. The Manager will then accept the total tip amount on the Manager's screen.
- The Carhop will clock out after balancing out at the end of the shift.

*NOTE: Tips are never to be pooled with other Carhops, crew members, crew leaders, or with any member of the Drive-In management.*

### **Cash Variances and Payment of Shortages**

All cash variances (over/short) of \$1.00 or more must be reported to the Drive-In Operator/General Manager or senior member of management on the shift of which the variance occurs.

It is not permissible to allow employees to contribute or to personally contribute money to a deposit to offset a cash shortage.

Management never accepts or requires payment for shortages from any Drive-In employee in lieu of appropriate disciplinary action. Cash shortages/overages may result in a documented warning, written reprimand, transfer to a

non-cash handling position, or termination, depending upon the amount of the shortage/overage and the number of and the amount of any prior shortages/overages.

If you are asked by management to pay for cash shortages or if you have any questions regarding this policy, immediately contact your Drive-In Operator/General Manager and Drive-In Supervisor.

## **Conflict of Interest**

### **Conflict of Interest Leadership - (Supervisor and Above)**

D.L. Rogers Corp. has adopted the Conflict-of-Interest rules as part of its Code of Conduct to foster a professional, productive, and positive work environment free from favoritism, the appearance of favoritism, and actual or perceived conflicts of interest. Employees must avoid even the appearance of a conflict of interest that might cause others to doubt our fairness or integrity.

No employee will be under the supervision of a family member. Thus, family members are prohibited from working in any role where their relative is a Supervisor or Director of the said area.

Family member means spouse, common law spouse, domestic partner, parent, child (natural, adopted, or legal guardianship), brother, sister, grandparent, grandchild, aunt, uncle, niece, nephew, cousin, corresponding in-law, or “step” relation. The term family member also includes persons living in the same household together even if not related.

### **Conflict of Interest (Store Level Employment of Family Members)**

Partners may employ Family Members in their Drive-In.

Family Members cannot be paid more than the average person holding the same position. Family Members cannot be designated as Co-Manager in the same store that their relative is the Partner. Family Members cannot be on bonus at the same store that their relative is the Partner.

Family Members of Partners must meet all state requirements and the D.L. Rogers Corp. requirements of 16 years or older to be employed.

Family member means spouse, common law spouse, domestic partner, parent, child (natural, adopted, or legal guardianship), brother, sister, grandparent, grandchild, aunt, uncle, niece, nephew, cousin, corresponding in-law, or “step” relation. The term family member also includes persons living in the same household together even if not related.

### **Conflict of Interest (Workplace Relationships with a superior)**

All drive-in employees must disclose any workplace relationship with any member of management within the same Drive-In. When possible, we will attempt to transfer either employee to another location. If relocation is not a feasible solution, we would require both employees to sign our, “Consensual Relationship with Co-Worker Acknowledgment, Agreement and Waiver of Claims”.

This policy applies to all current relationships and any that may develop over time.

## **Employment of Minors**

All employees must be at least 16 years of age, unless prohibited under state law. We comply with all applicable federal, state, and local laws regarding employment of individuals under 18 years of age. We also expect all minors to comply with such laws.

In accordance with Drive-In policy, all minors are required to provide proof of age documentation and such record will be retained in the employee file. Any required work permits and age certificates must be provided by the employee.

## **Breaks and Meal Periods for Minors**

Minors must take and accurately record all breaks and meal periods required by the law of the state in which they work. Management is responsible for ensuring that all required breaks and meal periods are taken.

## **Minors Driving**

In compliance with federal and state law, employees under the age of 18 are prohibited from driving any type of motor vehicle (car, motorcycle, etc.) for work-related business. This policy applies whether the minor is driving his or her own vehicle, an employer-owned vehicle, or someone else's vehicle. There are *NEVER* any exceptions to this policy.

If a situation arises where the business needs of the Drive-In require an employee to drive for work-related business, the Drive-In Manager must confirm that an employee asked to perform the errand is over the age of 18. All drivers must have a valid driver's license and proof of insurance.

Examples of errands that are prohibited for minor employees include, but are not limited to:

- Driving to the store to buy product or supplies.
- Driving to another Drive-In to obtain or deliver product or supplies.
- Driving to distribute fliers, coupons, etc.

Even if a minor employee volunteers to perform an errand for the Drive-In that requires driving, Drive-In management must not allow the employee to perform the errand. This is true even if the employee is clocked-out. The Drive-In does not permit employees to work off-the-clock. All time spent working for the Drive-In, including work done off the Drive-In's premises, must be accurately reported by the employee and the Drive-In will appropriately compensate the employee.

If you are a minor and are asked to drive for work-related business, immediately tell the person making the request that you cannot do so because you are a minor. If that does not resolve the situation, immediately notify the Drive-In's Manager or Multi-Unit Supervisor.

## **Restricted Access Policy**

In order to provide for the safety and security of Drive-In team members, to help prevent theft, and for the efficient operation of the Drive-In, no one is allowed inside the Drive-In unless they are conducting official company business. Members of the public are not permitted inside the Drive-In. This includes family members and friends of employees. Additionally, employees and management persons are not permitted inside the Drive-In unless they are on-duty. Employees and management should not spend any significant amount of time before or after their assigned shift inside the Drive-In. Employees are allowed to come into the Drive-In to check their schedule during the allowed time. However, any time spent in the Drive-In for these purposes must be minimal in length, and you must sign in on the Visitor Log. Additionally, any vendor that enters the Drive-In is also required to sign the Visitor Log.

## **Drive-In Telephone/Personal Visits/Switchboard**

Always answer the phone promptly, within two rings, in a friendly, polite manner. For example, "Good (morning/afternoon/evening), SONIC Drive-In, may I help you?" Quickly refer the call to a Manager if you are unable to assist the caller. Always thank the person for calling.

Check with the Manager on duty before using the telephone. Personal use of the Drive-In telephone for long-distance calls or accepting collect calls is not permitted.

Personal visits are prohibited unless they are of a verified emergency nature. The Drive-In is a place of business and should reflect that at all times. The switchboard is our primary means for receiving the guest's order. Personal conversations over the switchboard are prohibited.

## **Meetings**

Crew meetings are held on a regular basis. Meetings are held for a variety of reasons, such as new menu offerings, upcoming promotions and events, training, policies, etc. Such meetings are treated as a shift and attendance is mandatory. Meeting time is paid time and employees must be clocked-in or reported to the Manager to enter into the payroll system. Only management-approved absences will be accepted.



## **Progressive Discipline Guidelines**

Every D.L. Rogers Corp. employee has the duty and responsibility to perform his or her job duties and abide by existing D.L. Rogers Corp. rules, policies, and standards. D.L. Rogers Corp. generally supports the use of progressive discipline to address employee issues, such as poor work performance or misconduct. To assist management, D.L. Rogers Corp. maintains Progressive Discipline Guidelines, which are not all-inclusive or absolute. D.L. Rogers Corp. reserves the right to depart from its Progressive Discipline Guidelines depending upon the particular circumstances. In the event an employee offense is not specifically listed in the Progressive Discipline Guidelines, management will determine the appropriate disciplinary action based upon the particular circumstances.

D.L. Rogers Corp. use of progressive discipline does not alter the at-will employment relationship between D.L. Rogers Corp. and its employees. As stated in this Handbook, all D.L. Rogers Corp. employees are employed at-will, meaning D.L. Rogers Corp. or the employee may terminate the employment relationship at any time, with or without cause, without following any specific procedure or guidelines.

If you have any questions about D.L. Rogers Corp.'s use of progressive discipline, please contact the Director of Human Resources at 1-800-880-0765.

## **Drug-Free Workplace**

It is our intent to provide a drug-free workplace. While on the Drive-In's premises and while conducting business-related activities off premises, no employee may use, possess, manufacture, distribute, sell, or be under the influence of alcohol, marijuana, illegal drugs, or controlled substances (unless the employee's possession or use occurs under a valid medical prescription). Such conduct is also prohibited during non-working time to the extent that, in the opinion of the Drive-In's management team, it impairs an employee's ability to perform on the job or threatens the reputation or integrity of the Drive-In. Included within this prohibition are lawful controlled substances that have been illegally or improperly obtained. This policy does not prohibit the possession and proper use of lawfully prescribed drugs taken in accordance with the prescription, so long as such use does not impact the ability of the employee to safely perform his or her job and does not impact the safety of others. D.L. Rogers Corp. reserves the right to conduct drug testing anytime the Drive-In's management team suspects the employee's ability to do their job is impaired and/or their actions threatens the reputation or integrity of the Drive-In. Violation of this policy may also have legal consequences.

## **Workplace Investigation and Searches**

When deemed necessary and permitted under applicable law, the Drive-In's Manager/Operator or Multi-Unit Supervisor may search and inspect both Drive-In property and premises. Any search or inspection must be based on a reasonable suspicion of theft, possession of alcohol, marijuana, illegal drugs, contraband, or violation of any other provision of this Handbook. Searches may include asking an employee to empty his or her pockets, searching personal items brought onto company property, searching the Drive-In's premises (including storage areas or other employee areas), and searching the Drive-In's equipment (including computers). Failure or refusal to cooperate in a lawful search, inspection, or investigation as specified above will result in disciplinary action, up to and including termination of employment. Employees are discouraged from bringing personal items to work.

Management may not search an employee's vehicle for a firearm, weapon, or other dangerous item. If management has reasonable suspicion that an employee illegally possesses a firearm, weapon, or other dangerous item, management must immediately contact the police. Any search of the employee's property for an illegally possessed firearm, weapon, or other dangerous item will only be conducted by on-duty law enforcement.

Employees will never be asked or permitted to remove any clothing or to be touched by another person as part of an investigation search by the Drive-In. If you are asked to participate in such a search, even if such search request is made by a member of management, you must tell the person making the request that you cannot do so because it is a violation of policy. If that does not resolve the situation, you must immediately notify the Drive-In's Multi-Unit Supervisor or the office of D.L. Rogers.

## **Theft**

We do not tolerate theft. Employee theft will be reported to law enforcement and appropriate disciplinary action will be taken, up to and including termination of employment. No item purchased or supplied by the Drive-In should be removed from the Drive-In without express authorization from the Drive-In's Manager. This includes but is not limited to:

- The unauthorized removal of Drive-In money, coupons, or gift cards.
- The unauthorized removal of food, chemicals, paper products, or equipment from the Drive-In.
- Consumption of food or beverages that have not been properly entered into the POS system (producing a receipt) and either purchased or an approved discount has been applied.
- Inappropriate use of discounts, coupons, or gift cards.
- The misuse of the Drive-In POS system resulting in a loss for the Drive-In.
- The unauthorized removal or copying of documents that belong to the Drive-In.
- The unauthorized use of the Drive-In computer, fax, or telephone.
- The removal or misuse of items belonging to other Drive-In employees, vendors, or guests.

## **Return of Property**

Employees leaving employment must return all Drive-In property on or before their last day of work.

## **Cell Phone Usage**

Due to health-related concerns of cross contamination and to promote efficient use of work time, cell phones, MP3 players, tablets, and other mobile devices are not permitted in the building during an employee's working time. In addition, such devices are not permitted in food preparation areas at any time.

Employees may use their mobile device only while on permitted breaks and meal periods. Employees must go outside of the building to use their mobile device and follow the hand washing rule when they come back inside.

Designated Managers are permitted to carry their mobile device within the building in case of emergency or for other legitimate, work-related purposes as designated by the Drive-In.

Drive-In employees and members of management are prohibited from taking, transmitting, or posting pictures taken inside of Drive-In.

Communication between employees and management is crucial to the operations of the Drive-In. For this reason, all employees and members of management must refrain from using text messaging as a way of communicating with others regarding work-related issues. It is your responsibility to verbally notify the appropriate member of management regarding work-related issues as outlined in the attendance section of this Handbook. Additionally, members of management must not text message employees regarding the employee's employment status or responses to a concern or complaint raised by the employee. Such communication is to be provided personally by the Manager.

## **Personal Items**

The Drive-In is not responsible for the loss of or damage to personal items, including vehicles, brought onto Drive-In property. Employees will be asked to remove personal items brought onto Drive-In property if management finds such items to be harassing or offensive to co-workers or in violation of the policies (i.e. the Drive-In's discrimination and harassment policies) otherwise contained in this Handbook.

Store personal belongings in designated areas only. Don't bring valuable items to work. This will prevent theft or loss of your belongings. The Drive-In is not responsible for misplaced or lost items.

## **Solicitation, Distribution, and Posting**

Solicitation by Drive-In team members of any other team members for any purpose (i.e. for money, goods, or services or to contribute to, join, or support any endeavor or project) is not permitted during working time. Distribution of printed material or other tangible communications by Drive-In team members is not permitted during working time, during non-working time in working areas, or when such distribution would interfere with the work of another team member.

Solicitation or distribution of any printed material or other tangible communications by non-Drive-In team members is prohibited at all times on Drive-In property. Non-Drive-In team members are prohibited from entering or utilizing Drive-In property to solicit or distribute printed material or other tangible communications.

“Working time” refers to that portion of any work day during which the team member is supposed to be performing job duties. It does not include meal periods or rest periods. “Working areas” refers to any areas of the Drive-In property where team members regularly perform work or are performing work. “Drive-In property” includes all buildings, facilities, grounds, premises, parking lots, places, and vehicles owned, leased, or managed by the Drive-In, its subsidiaries, or affiliate companies, or any such areas where SONIC has exclusory interests.

The Drive-In may authorize a limited number of fundraising drives for Drive-In-sponsored charitable organizations, such as an annual Muscular Dystrophy Association drive. Solicitation for these specific charitable purposes must be approved, sponsored, and coordinated by the Drive-In's Manager/Operator.

## **SECTION V – Your Pay and Benefits**

During onboarding, you will select how you wish to receive your pay each pay period. Employees may choose to be paid by either direct deposit or Paycard.

### **Direct Deposit**

Employees are encouraged to take advantage of the direct deposit payroll option. By participating, paychecks will be automatically deposited each payday to a bank account of choice and the funds will be available immediately.

If you choose direct deposit as your pay option, your first payroll will be a paper check. Your direct deposit authorization will take at least one payroll to process and then your paychecks will start on direct deposits.

All required deductions, such as federal, state, and local taxes and all voluntary deductions authorized in writing, such as health insurance premiums, are automatically withheld from paychecks. Any other mandatory deductions, such as court-ordered wage assignments or garnishments, will be made in accordance with applicable law.

D.L. Rogers Corp. makes every effort to ensure that you are paid correctly for all hours worked. However, employees are responsible for verifying the accuracy of their time and pay each pay period by reviewing their pay statement. If a mistake is found, you must immediately report it to your Drive-In Manager or Multi-Unit Supervisor.

### **Paycard**

If you do not have a bank account, you must sign up to be paid with an ADP Wisely Paycard. This is a Visa card that can be used at all retail stores. To activate your card, you will need to visit [ActivateWisely.com](https://activatewisely.com) and set-up your PIN, or call the number on the back of your card. When getting paid using the Paycard your pay will be on the card by 9 a.m. every payday.

### **Employee Benefits**

At D.L. Rogers Corp., our people have always been and will always be the heart of our business. As a SONIC Drive-In employee, whether you train and motivate employees, cook the food, or deliver the meal, you create our customer's experience. You are our brand. As a SONIC ambassador, your health and well-being are a top priority to us and we are committed to offering a high-quality benefits package designed to support and assist eligible employees and dependents.

You may be eligible to participate in a group health benefits program, depending on your position within the Drive-In and on your length of service from your date of hire. Contact the Drive-In Manager regarding eligibility to participate in a group health plan or other related benefits

The Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees who participate in the Drive-In's health insurance plan and their eligible dependents the opportunity to continue or convert their health insurance coverage under certain specified circumstances. For additional information, refer to the initial notice describing your rights under COBRA that was sent to you after your enrollment in the Drive-In's health plan or contact the Drive-In's Manager or Multi-Unit Supervisor.

The above information is a brief summary of the benefit plans offered by the Drive-In. Final interpretation of any provision of any plan is governed by the Summary Plan Descriptions. The Drive-In reserves the right to amend or terminate any of its benefits programs or to require or increase employee premium contributions toward any benefits at its discretion, with or without advance notice.

## Employee Meal Program

The following beverages are free\* to all restaurant employees during their work shift:

- Soft drinks
- Coffee
- Tea
- Tap water

When you work a shift of three or more hours, you may receive one meal at a 50% discount. The 50% employee meal discount is only applicable to orders placed and consumed:

- Immediately before an employee clocks-in for a shift.
- While the employee is on break.
- Immediately after a scheduled shift.

All prepared food and drink items, including combo meals and frozen favorites, must be entered in the store's POS system.

- All food and drink items must be consumed in a designated break area and never in a food production area, prep area, or on the front line.
- Orders placed before the employee's shift begins are to be consumed before the employee clocks-in for work. Orders placed after the employee's shift ends must be consumed after the employee clocks-out.
- Crew members are not permitted to ring in their own order or prepare their own food. In all cases, it is required that the highest-level Manager on duty be involved in the redemption of an employee meal and should ring up the transaction as an Employee Meal Discount.
- Eating food or drink that is not rung up may be considered theft and may result in disciplinary action, up to and including termination of employment.
- The 50% discount employee meal benefit applies to the EMPLOYEE ONLY and does not include the employee's family or friends.

*\*Employees must use the designated employee cup or personal beverage holder to receive these beverages at no cost. We know you get hungry serving SONIC's one-of-a-kind guests, so we have designed an Employee Meal Program to delight YOU – our most valuable resource.*

## Employee PTO Policy

Your Drive-In provides a Paid Time Off to eligible management and employees.

**Eligible Employees.** To be eligible for PTO under this policy, you must meet the following requirements:

- At the time PTO is granted and at the time the PTO is used, you must be employed in one of the following positions: Assistant Manager, Co-Manager, or Employee.
- Twelve months of continuous service with a D.L. Rogers SONIC Drive-In is required before PTO is granted and taken. Service in non-management and management positions count toward continuous service determination as long as there is no break in service. Employees who quit or are terminated and who are later rehired will not receive credit for any period of employment prior to their break in service. If an employee becomes a General Manager/Partner, additional benefits will be available.

**PTO Calculation.** Employees who meet the eligibility requirements listed above are eligible for PTO using the calculations below:

- During the first year, PTO accrues at **1 hour for every 52 hours worked**
- Their second year continues accruing this way, after the first year of service they can use what they've earned from year 1.
- After their second year, it accrues at **2 hours for every 52 hours worked**
- On their 10<sup>th</sup> anniversary, it accrues at **3 hours for every 52 hours worked**

**Restrictions.**

- Pay in lieu of PTO is not allowed.
- Given the seasonal nature of our business, prior to taking any PTO, the Drive-In PTO Request Form must be submitted to and approved with the appropriate signatures. Employees should submit their proposed PTO plans at least one month before they would like to take their PTO. Failure to submit the request form timely could result in the PTO being not allowed or delayed.
- The Drive-In will attempt to accommodate each employee's request for PTO, but the Drive-In reserves the right to schedule PTO in such a way as to meet its business needs.
- Payment is not made in advance of PTO.
- Normal deductions are made from PTO paychecks.
- PTO time is not considered earned wages. Therefore, it is not paid at termination, unless state law expressly and specifically requires it to be paid.

This policy will replace all other management PTO policies in practice at the Drive-In. The Drive-In reserves the right to change this policy at any time.

## **SECTION VI – Work Schedules and Wage and Hour Policies and Practices**

### **Work Schedule**

The work week begins each Monday and ends on Sunday. Your Manager will show you where the schedule is posted. Be sure to check the schedule frequently. Work schedules are prepared to meet the business demands of the Drive-In and may be changed from time to time at the discretion of management to meet business needs.

### **Reporting Your Hours and Compensation for All Hours Worked**

The Drive-In compensates hourly employees for all hours worked. Employees must clock in and out on the Drive-In's timekeeping system for all hours worked. Clock in at the beginning of each shift and clock out at the end of each shift.

If you forget to clock-in or clock-out or if your recorded time is incorrect:

- You must immediately let your Manager know.
- Your Manager will make any necessary corrections.
- Both you and your Drive-In Manager/Operator will initial the appropriate paperwork for the adjustment.

If, for some reason, you are unable to clock-in or clock-out, you must notify your on-duty Manager as soon as possible so that your Manager can contact the appropriate parties.

If you have questions about deductions from your pay, if your pay does not accurately reflect your hours worked, or if you are aware of violations of this policy, immediately notify Drive-In management. Appropriate steps will be taken to address your concerns.

Efforts will be made to investigate any concerns as promptly as possible. Appropriate corrective action, up to and including termination of employment, may be taken against any person found to have violated the wage and hour practices and policies of the employer.

It is a violation of this policy to take any adverse employment action against an employee because that person has made a good faith complaint about alleged violations of wage and hour laws or participated in an investigation. Any form of retaliation will result in disciplinary action, up to and including termination of employment.

### **Overtime**

Overtime consists of all hours worked over 40 hours in a single work week by an hourly employee.

Overtime hours are paid at a rate equal to one and a half times your regular rate of pay. In some states, certain overtime hours are paid at a rate greater than this. Ask your Manager about the overtime rules in your state. Before you work overtime, ask your Manager for approval. Employees must not work unscheduled overtime without the approval of their Manager. Employees that work unauthorized overtime may be subject to disciplinary action.

### **Off-the-Clock Work is Prohibited**

You must accurately report all time spent working for the Drive-In. This includes, but is not limited to work completed at home or away from the Drive-In for the Drive-In's benefit, crew meetings, store decoration, clean-up work, work performed before or after you have clocked in or out, all time spent in training, etc.

Employees should report for work on time and be prepared to begin work at the scheduled start of their shift. Your Manager must approve any changes to the employee schedule in advance of your shift. Employees should not wait on the Drive-In's property to clock-in before their scheduled start time. Before performing any work other than that for which you are scheduled, be sure that you are authorized to perform such work and be sure that such time is properly added to your time record.

Employees are expected to come to work in their standard Drive-In uniform except as set forth below. Carhops who wear skates and related personal safety gear to perform work may not put on their skates or their related personal safety gear to perform work until after they have clocked in for their shift and are on working time. In addition, employees should not put on any item of health or safety specific gear, including anything related to food preparation or cleaning, until after they have clocked in for their shift. Employees must remove their skates and all health- or safety-specific gear prior to clocking out.

### **Employee Breaks and Meal Periods**

Breaks will be provided at the Manager's discretion based upon the flow of business and in accordance with federal and state laws where applicable. In states where meal periods and/or breaks are required, you must (depending on the length of your shift) take a meal period and/or rest break.

You must record the starting and ending time of your break in the manner required by the Drive-In. Your Manager will show you the location at the Drive-In to take your breaks. You will be paid for rest breaks that are less than 30 minutes in length. Employees who extend authorized rest break periods beyond approved limits are subject to disciplinary action, up to and including termination of employment.

Depending upon the length of your shift and applicable laws, you may receive a meal period lasting 30 minutes or more. Employees must be completely relieved of all work responsibilities during their meal period and may not perform any job duties during their meal period. Ask your Manager for more information about when you may receive a meal period.

#### **Meal Period Rules:**

- Clock out and in when you take a meal period lasting 30 minutes or more.
- If you perform any work which interrupts your meal period, you must clock back in so you will be paid for your meal period.
- Employees are allowed to leave the premises during meal periods.
- Employees should not clock back in early from a meal period to perform work without receiving approval from a Manager.
- Employees who work during meal periods without authorization and clocking back in are subject to disciplinary action, up to and including termination of employment.

Employees are expected to resume work promptly following break and/or meal periods. Excessive tardiness from breaks or meal periods may lead to disciplinary action, up to and including termination of employment.

Managers are required to comply with this policy and to pay employees for all compensable time. Your Manager must approve time off. Give your request to your Manager at least one week before the work schedule is posted.

To keep employee records up to date, you must notify your Manager of any changes in:

- Address
- Telephone number
- Legal name
- Number of dependents
- Emergency contact information

### **Underpayment/Overpayment**

If an employee has been underpaid, the Drive-In will pay the employee the difference as soon as possible. If the employee has been paid in excess of what he or she has earned, the employee will need to return the overpayment to the Drive-In immediately. No employee is entitled to retain any pay in excess of the amount he or she has earned according to the agreed upon rate of pay. If a wage overpayment occurs, the overpayment will be regarded as an advance of future wages payable and will be deducted from the next available paycheck(s) until the overpaid amount has been fully repaid where appropriate under federal and state law.



## **Pay Procedures**

As a Crew Member, Carhop, Skating Carhop, Crew Leader, Assistant Manager, and Co-Manager, you will be paid on a semi-monthly basis. The pay dates each month are the 5<sup>th</sup> and the 20<sup>th</sup>.

All required deductions, such as federal, state, and local taxes and all voluntary deductions authorized in writing, such as health insurance premiums, are automatically withheld from paychecks. Any other mandatory deductions, such as court-ordered wage assignments or garnishments, will be made in accordance with applicable law.

## **Final Pay**

An employee's final pay will be issued as required by applicable state laws.

## **Tip Reporting Requirement**

The Internal Revenue Service (IRS) requires you to accurately report ALL your tips to us so that correct taxes are withheld. You must report the actual amount of tips you receive each day in the Drive-In's computer system. The amount of tips you report (both for the current pay period and year to date (YTD)) will be reflected on your pay statement. Failure to report inaccuracies in the amount of tips shown on your pay statement indicates you acknowledge that your tip information on the pay statement is accurate and correct.

Accurately reporting all your tips means higher Social Security benefits and higher unemployment benefits if you ever need them. Accurate tip reporting also helps you establish a correct record of your earnings. This is important when you apply for loans, credit cards, apartment leases, etc.

## **Tip Rate Determination Agreement (TRDA) and Employee Responsibility Under TRDA**

The IRS has developed a Tip Rate Determination/Education Program to help employees receiving tip income and their employers understand the laws on reporting tip income. Under this program, the Drive-In has entered into a TRDA with the IRS. Under the TRDA, each participating SONIC Drive-In has agreed to certain reporting requirements. These requirements include reporting your name, Social Security Number, sales made, and the actual amount of tips received by Carhops.

As a condition of employment, each employee is required to sign a Tipped Employee Participation Agreement (TEPA) stating that you are participating in the program. Under the TEPA, you are required to report all your tips and to file your federal tax returns. The IRS has agreed that it will not examine a participating employee's tip income for any period in which a TEPA is in effect, as long as you report the full amount of actual tips you receive.

Generally, employees must maintain a daily record of their tips for income tax reporting purposes. Employees can use IRS Form 4070-A Booklet to record tips or a daily log of their own. However, if you sign a TEPA, the IRS will not require you to keep a daily log of tips as this will be maintained electronically on the Drive-In's computer system.

A summary of your reported tips will be provided to you at the same time your W-2 Form is issued. Also, a year-end report of your daily tips will be made available to you upon request.

The TEPA is available at your Drive-In and in your new hire packet. After you sign this agreement, return it to your Drive-In Operator/General Manager.

## **SECTION VII – Your Uniform and Appearance Standards**

We recognize that displaying personal style while at work is important to SONIC Drive-In employees. With this in mind, we designed the SONIC Uniform and Appearance Standards in a way that allows Drive-In employees the freedom to be themselves while also being mindful of the expectations of Drive-In guests, health code requirements, and employee safety. SONIC's uniform and appearance standards are intended to allow each employee to reasonably display their unique personality while also fostering consistency across the SONIC brand and maintaining SONIC's positive brand image.

### **Uniform Standards**

- Shirts must be clean, in good condition, and fit properly.
  - SONIC logo shirts will be provided to each employee upon hire.
    - Crew: Must wear SONIC logo polo-style shirt.
    - Managers: Must wear a dress shirt. (Polo shirt may be worn at stores with 5 of 7 Green Categories with 0 Red on the TTM Excellent Report)
  - During Special Event Days, employees are permitted to dress in a manner consistent with the Special Event Day theme. Employees must comply with all health code and safety requirements.
- Slacks, Jeans, and shorts must be clean, in good condition, and fit properly.
  - Pants
    - Crew: Slacks must be black in color.
    - Crew: Jeans must be black or darker wash denim. Light faded jeans are not acceptable.
    - Managers: Slacks must be professional & solid in color or Jeans.
  - Shorts
    - Crew: Shorts must be black or darker wash denim and cannot be shorter than four inches above the knee. Cut off shorts are not permitted.
    - Managers: Managers are not permitted to wear shorts.
    - For safety reasons, capri pants and shorts cannot be worn when working in the kitchen.
- A name badge must be worn by each employee.
  - Only SONIC brand-approved name badges may be worn.
  - Wear your name badge on your upper right chest area, opposite the SONIC logo on your shirt or jacket.
  - Your name badge must clearly display your commonly used name.
  - Do not use someone else's name badge.
  - Name badges may not be worn on lanyards.
- Aprons must be clean and in good condition.
  - Employees working in the kitchen will be furnished a cooking apron.
  - Carhops will be furnished a SONIC Carhop half apron.
  - For food safety, aprons may not be worn to the restroom, when taking out trash, or outside of the Drive-In's premises.
- A visor or ball cap must be worn at all times when preparing or handling food.
  - The visor or ball cap must be SONIC brand-approved.
  - The visor or ball cap must be clean and in good condition with a straight bill facing forward.
  - This standard applies to all employees, including Managers.
  - You will be furnished with a SONIC brand-approved hat upon hire.
  - A hair net can be worn in place of the visor or ball cap in rare instances when a visor or ball cap is not available. Hair nets should be routinely used in place of visors or ball caps.
- Shoes must be non-skid and recognized as a safe shoe recommended for use in a restaurant.
  - Shoes must have a closed toe and closed heel.
  - Employees are not permitted to wear sandals or shoes with a heel.
  - Shoes should be in good condition.
  - You may purchase approved shoes through the Shoes for Crew Program. Ask your Manager for details.

- Skates must be well maintained and SONIC brand-approved.
  - For additional information, refer to the SONIC Skating Program guide.
- Outerwear worn while serving customers must be SONIC brand-approved with the SONIC logo.
  - Outerwear includes jackets, winter knit caps, and winter head/earbands.
  - Long sleeve under shirts must be black with no visible graphic or print.
  - SONIC brand-appropriate outerwear will be provided by the Drive-In when appropriate.

## Personal Appearance Standards

- Personal hygiene is an important part of maintaining a neat and professional image.
  - Employees are expected to arrive at work clean and well-groomed.
  - Personal grooming standards include regular bathing and the use of deodorant.
  - Perfume or highly fragrant grooming products should not be used as the smell can bother guests and employees.
- Hair must be kept clean, neat, and in compliance with all applicable health code regulations.
  - Long hair (below the collar of your shirt) must be pulled back above the collar to avoid contact with drinks and food.
  - Hair must be naturally colored and, for food-safety reasons, not include temporary hair color sprays, glitter, chalk, etc.
- Facial hair must be kept clean, neatly trimmed (no longer than  $\frac{3}{4}$  of an inch), and in compliance with all applicable health code regulations.
- Fingernails must be clean, neatly filed, and no longer than one-quarter inch beyond your fingertip.
  - Nail polish and artificial nails are permitted only if you wear gloves in good condition.
- Jewelry is permitted as follows:
  - Rings: One smooth, plain band ring per hand that fits snugly on your finger.
  - Necklaces: Must be worn securely under your clothing that do not create a health or safety hazard.
  - Earrings: Small or moderately-sized, non-dangling earrings, not to exceed one earring per ear.
  - Medical alert necklace/anklet: Must be worn securely under your clothing.
  - No other jewelry on your hands or forearms is allowed (including watches, bracelets, and wristbands) for food safety reasons.
- Facial or body piercings are permitted as follows:
  - Small ear gauges cannot exceed size 00G (outside perimeter cannot exceed 10 mm – the size of a dime).
  - Gauges must be solid and cannot have any inappropriate imagery, spirals, or spikes.
  - One small nose stud worn in the nostril.
  - No other visible pierced jewelry or body adornments are allowed other than those listed above.
  - Tongue rings/studs, septum piercings, and dermal piercings are not permitted.
- Tattoos are permitted as long as they are not offensive.
  - Tattoos which may be considered offensive to others must remain covered at all times.
  - Offensive tattoos are those that contain obscene, profane, racist, or sexual words or imagery.

## **SECTION VIII – Workplace Attendance, Absences, and Employee Leave**

### **Workplace Attendance**

Employees are responsible for being at work on time when scheduled. Consistent and punctual attendance is critical for the business operations of the Drive-In and an essential job function of any Drive-In employee. If you are absent from work, the burden of doing your job falls on your co-workers.

The Drive-In realizes that there are times when an employee must be absent for justifiable reasons. If you must be absent, late, or leave work early, you must notify the Drive-In's management as early as possible and, in any event, no later than two hours *before* your scheduled starting time.

You must provide your Manager with appropriate information regarding your absence (i.e. reason for the absence or tardiness, anticipated arrival time, full-day or partial-day absence, return date and time, and a telephone number where you can be reached).

If you fail to contact or obtain approval from your Manager prior to being absent from work, you are considered to have voluntarily resigned, unless there has been an emergency which prevented the required notification.

If you have properly notified your Manager and provided any required documentation, your absence may be excused if it was taken for:

- Jury duty
- Approved funeral leave
- Court ordered appearance under a subpoena
- Military leave
- Work-related injury
- Your own illness or that of your dependent
- Other legally required absences or leaves (including those for family or medical leave)

The Drive-In complies with all state and local laws pertaining to employee leave. If you have a question as to whether requested leave may be excused pursuant to this policy, please ask your Manager.

Absenteeism or tardiness that is unexcused is grounds for disciplinary action, up to and including termination of employment.

Absence due to your illness or illness of your dependent typically does not require a statement from your healthcare provider when such absence lasts for two days or less during a work week. However, you may be required to provide documentation when you have engaged in a pattern of excessive absences. In order to make appropriate scheduling decisions, you must maintain contact with your Manager during any absence, even where you have provided medical certification covering a specified period, unless prohibited under applicable law. The frequency of contact during extended absences is to be agreed upon by you and your Manager.

There are times when excused absences may become excessive in the judgment of the Drive-In's management. These absences would not include those that are legally protected under federal or state laws such as the Family and Medical Leave Act (FMLA), Americans with Disabilities Act (ADA), military leave laws, jury duty leave laws, voting leave laws, etc. Excessive absenteeism may lead to disciplinary action, up to and including termination of employment, unless prohibited by state or local law. Failure to produce the appropriate documentation to verify an absence also may lead to disciplinary action, up to and including immediate termination of employment.

## Family and Medical Leave Act Policy

Persons working at a Drive-In, Drive-In Managers/Operators, and Multi-Unit Supervisors may be extended Family and Medical Leave in accordance with this policy.

**Eligibility Requirements.** You are eligible for Family and Medical Leave under this policy if you have worked for at least 12 months, have worked at least 1,250 hours during the 12-month period prior to the commencement of the leave, and work at a facility with 50 or more employees within a 75-mile radius. The 12-month period is a rolling 12-month period measured backwards from the date an employee uses family and medical leave.

**Reasons for Family and Medical Leave.** You are eligible for up to 12 weeks of unpaid Family and Medical Leave during a 12-month period for:

- **Bonding Leave:** Child care after the birth, adoption, or placement for foster care of a child, taken within the year after birth, adoption, or placement.
- **Serious Health Condition Leave:** A serious health condition which makes you unable to perform the essential functions of your job.
- **Family Member's Serious Health Condition Leave:** To care for a spouse, parent, or child with a serious health condition.
- **Qualifying Exigency Leave:** For a qualifying exigency arising out of the fact that your spouse, child, or parent is on covered active duty (or has been notified of an impending call or order to active duty) in the Regular Armed Forces, National Guard, or Reserves in a foreign country. Qualifying exigency leave is available only if your military family member receives a federal (not state) call or order to active duty. Qualifying exigencies include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.
- **Military Caregiver Leave:** To care for a service member with a serious illness or injury (incurred or aggravated in the line of active duty in the Armed Forces) who is your parent, child, spouse, or for whom you are the next of kin, or to care for a veteran with a serious illness or injury (incurred or aggravated in the line of active duty in the Armed Forces) who is your parent, child, spouse, or for whom you are the next of kin, who was a member of the Armed Forces at any time during the period of five years preceding the date on which the veteran undergoes medical treatment, recuperation, or therapy for a serious illness or injury. This leave may be taken for up to 26 weeks in a single 12-month period. This period begins on the first day you take leave for this purpose and ends 12 months after that date.

**Combined Spousal Leave.** In cases where spouses both work for the Drive-In(s), spouses may take a combined total 12 weeks of leave within a 12-month period for Bonding Leave and a combined total of 26 weeks for Military Caregiver Leave or for Military Caregiver leave and Bonding Leave within a single 12-month period.

**Intermittent and Reduced Schedule Leave.** Serious Health Condition Leave, Family Member's Serious Health Condition Leave, and Military Caregiver Leave may be taken on an intermittent basis (in separate blocks of time due to a single reason) or on a reduced work schedule (reducing the usual number of hours you work per work week or work day) if medically necessary. Qualifying Exigency Leave may also be taken intermittently or on a reduced schedule basis.

When taking leave intermittently or on a reduced schedule, you are required to make a reasonable effort to schedule medical treatment to not unduly disrupt business operations. In addition, if you are on an intermittent or reduced schedule leave that is foreseeable based on planned medical treatment, you may be temporarily transferred to a position with equivalent pay and benefits that better accommodates the recurring leave.

**Unpaid Leave and Substitution of Accrued Paid Leave.** Family and Medical Leave is unpaid leave. Any accrued paid leave, including but not limited to accrued vacation, must be submitted and used for otherwise unpaid family and medical leave. The substitution of accrued paid leave time for unpaid leave time does not extend the 12-week (or where applicable, the 26-week) leave period.

Worker's compensation leave and short-term disability leave that are for Family and Medical Leave qualifying reasons run concurrently with Serious Health Condition Leave, and do not extend the 12-week leave period.

**Notice of Need for Leave and Your Absence from Work.** You are required to give timely notice of your need for Family and Medical Leave to the office and advise your Manager of your absence from work.

Notice to the office: Notice of the need for Family and Medical Leave must be given to the office and you must complete the Request for Family and Medical Leave Form and return it to the Benefits Department.

**Notice to your Manager.** In addition to notifying the Benefits Department of your need for Family and Medical Leave, you must comply with your Drive-In's usual call-in procedures and absences. Refer to the Drive-In's Attendance Policy in this Handbook.

**Timing of Notice.** If your need for Family and Medical Leave is foreseeable, you must provide at least 30 days prior notice. Where the need for leave is not foreseeable, you are expected to provide notice as soon as practicable, generally the same day or next day you learn of the need for leave.

**Failure to Timely Give Required Notice.** Unless unusual circumstances prevent you from following these notice requirements, your failure to comply may result in your Family and Medical Leave being delayed or denied until proper notice is provided. Additionally, failure to follow your Drive-In's usual call-in procedures for an absence may result in disciplinary action, up to and including termination of employment, unless unusual circumstances prevented you from following such procedures.

**Information Required.** You must provide sufficient information to determine if the leave qualifies as Family and Medical Leave, including the timing and duration of the leave. Sufficient information includes but is not limited to information that you are unable to perform daily activities, need for hospitalization or continuing treatment by a healthcare provider, or circumstances supporting the need for military family leave.

**Intermittent or Reduced Schedule Leave Notice.** If you are certified to take leave on an intermittent or reduced schedule basis, you must advise the Drive-In General Manager/Partner or Supervisor at the time of the absence if the absence is for a previously certified Family and Medical Leave reason or that you intend the absence to be FMLA qualifying. You must also comply with your Drive-In's usual call-in procedures for an absence.

**Notice of Eligibility and Designation of Leave.** Once the Drive-In General Manager/Partner or Supervisor receives proper notice of the need for Family and Medical Leave, you will be informed whether you are eligible for leave and you will be provided with further information regarding your rights and responsibilities. If you are not eligible for Family and Medical Leave, the Drive-In General Manager/Partner or Supervisor will tell you why you are not eligible. Once a determination is made regarding whether your reason for leave is FMLA qualifying, the Drive-In General Manager/Partner or Supervisor will inform you either that the time off is designated as Family and Medical Leave and the amount of leave that will count against the 12-week (or 26-week) leave period or inform you that the reason for leave is not FMLA protected.

**Serious Health Condition and Medical Certification.** A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a healthcare provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school or other daily activities. The continuing treatment requirement generally means a period of incapacity of more than three full consecutive calendar days combined with at least two visits to a healthcare provider or one visit and a regimen of continuing treatment or incapacity due to pregnancy, including prenatal medical care or child birth, or incapacity due to chronic condition. There are also other conditions that may meet the definition of continuing treatment.

You will be required to provide a medical certification from the appropriate healthcare provider for a leave for your own serious health condition as well as a leave to care for a family member with a serious health condition. The Drive-In General Manager/Partner or Supervisor will provide you with the appropriate certification form. The completed medical certification form must be provided to the Drive-In General Manager/Partner or Supervisor within 15 calendar days after receipt of the medical certification form. Failure to provide the requested medical certification in a timely manner may result in denial of leave until it is provided, and if never provided, may result in the leave being unauthorized.

You may be required to have a second medical opinion for a serious health condition or family member's serious health leave, and if the first and second medical opinions differ, may require a third medical opinion. If a third opinion is requested, it will be provided by a jointly approved healthcare provider and will be binding. You may be required to provide periodic re-certifications supporting the need for leave.

**Military Caregiver and Qualifying Exigency Leave Certifications.** You will be required to provide a certification form for Qualifying Exigency Leave and Military Caregiver Leave. These certification forms must be provided to the Drive-In General Manager/Partner or Supervisor within 15 calendar days after receipt of the form.

**Benefit Protection.** During the leave, your group health benefits will be maintained on the same conditions as if you had continued working. If paid leave is substituted for unpaid Family and Medical Leave, your portion of the group health plan premium will be deducted as a regular payroll deduction. If the Family and Medical Leave is unpaid, you must make arrangements with the Drive-In General Manager/Partner or Supervisor to pay your portion of the premium. In addition, if you fail to return from leave, you may be required to repay any premium amount that was paid for maintaining the health coverage on your behalf, unless your failure to return was because of your or your covered family member's continuing or recurring serious health condition, or the continuing or recurring serious illness or injury of a covered service member.

Use of the Family and Medical Leave will not result in the loss of any employment benefit that accrued prior to the start of your leave.

**Returning from Leave and Fitness for Duty Certification.** When taking Family and Medical Leave, you are generally entitled to return to your same position or to an equivalent position with equal benefits, pay, and other terms and conditions of employment, subject to any applicable exceptions. In addition, you have no greater rights to reinstatement or to other benefits and conditions of employment than if you had not taken Family and Medical Leave. Failure to return to work upon expiration of Family and Medical Leave may be considered a voluntary resignation unless an extension of leave is granted.

You will be required to present a fitness for duty certification upon return to work following a leave for your own serious health condition. The fitness for duty certification should be provided to the Drive-In General Manager/Partner or Supervisor. Failure to provide a fitness for duty certification will result in your return to work being delayed until the certification is provided.

**No Employment Elsewhere While on Leave.** You are prohibited from working elsewhere while on leave, including self-employment, subject to applicable local or state laws.

**Effect of State Laws.** If a state law provides for job-protected Family and Medical Leave or family military leave, the state leave and the FMLA leave will run concurrently if permitted by law. The Family and Medical Leave provided for in this policy does not supersede any state or local law which provides greater family or medical leave rights and you will receive all benefits and protections to which you are entitled under any and all applicable leave laws. Contact the Drive-In General Manager/Partner or Supervisor for more information.

**Non-Discrimination.** Neither D.L. Rogers Corp. nor the Drive-In will interfere with your right to take FMLA leave and will not discriminate or retaliate against you for exercising your rights under this policy. The FMLA does not affect any federal or state law prohibiting discrimination. You are encouraged to utilize the Concern Resolution Procedure set forth in this Handbook if you believe you are being discriminated against. You may also file a complaint with the U.S. Department of Labor or may bring a private lawsuit.

**Modifications.** The application of this policy and the procedures set forth herein may be modified in accordance with applicable law and regulations.

**Military Leave of Absence.** We recognize our obligations under the federal Uniformed Services Employment and Re-employment Rights Act (USERRA) and any state veteran's re-employment right laws. The details of our military leave policy will be administered in compliance with applicable state and federal laws.

If your absence from employment is necessitated by reason of service in the uniformed services, you will be entitled to certain employment and re-employment rights and benefits. If you seek re-employment following uniformed service, you must report in a timely manner as provided under applicable federal or state law.

**Miscellaneous.** This FMLA policy should not be construed to confer any express or implied contractual relationship or rights to any employee not expressly provided by the FMLA. In interpreting and implementing this policy, the Drive-In will give effect to the express provisions of the FMLA and applicable regulations.



## **SECTION IX – Technology-Related Policies**

### **Computer Usage Policy**

Computers, computer files, computer network, and software furnished to employees are the property of the Drive-In and are intended for business use only. Access to the Drive-In's computer system will be granted only to those who need access in order to perform their assigned job duties. Unauthorized use of the Drive-In's computer system or unauthorized access to restricted information is prohibited.

To ensure compliance with this policy, computer usage may be monitored. Any information created, stored, and/or sent using the Drive-In's computer network is the property of the Drive-In. Employees have no expectation of privacy in any usage of the computer system, including internet/intranet usage or any message, file, or software created, stored, sent, or retrieved using the Drive-In's computer system.

### **Password Security**

It is the employee's responsibility to ensure security of his or her passwords and the passwords of other computer users. Sharing passwords and usernames to the Drive-In's POS system, computer system, e-mail account, PartnerNet, etc. with other employees is prohibited. The employee is responsible for all electronic transactions using his or her ID and password and will be held responsible for such transactions.

If the Drive-In maintains certain login and password credentials that are shared among various employees, employees are also responsible for maintaining the privacy and security of such passwords and should not disseminate this information to any third party or individual who does not have explicit authorization from the Drive-In General Manager to access the computer system.

The following security practices must be followed:

- Do not share passwords with anyone.
- If someone knows your password, you are responsible for changing it.
- Never leave a computer without logging off.
- Respect the privacy of other users when they log on with a password.
- Only the person who is logged on may use a computer that is secured by passwords.
- Refuse to log on using another person's password.
- If you become aware of someone else's password, insist that the unsecured password is reset.
- Avoid choosing a password that is obvious like names, initials, or repetitive numbers.

### **Software**

Violations of software licensing agreements and copyright violations, whether or not intentional, are prohibited. Persons making copies of software for unauthorized reasons are subject to disciplinary action and may be subject to civil and criminal penalties, including fines and imprisonment.

### **Internet Usage**

Access to the Internet is restricted to use for Drive-In business purposes. Those with access to the Drive-In's Internet service are expected to act in a professional business manner. Access to and utilization of the Drive-In's Internet network for non-business purposes, such as social networking, entertainment, shopping, gambling, supporting a private business, or for personal e-mail are expressly forbidden.

### **Social Media Policy**

Social media continues to evolve and change the way we work, communicate, and interact with our customers. While social media creates new opportunities for communication and interaction, it also creates new responsibilities for you, as well as potential risks for both you and the Drive-In. Social media includes any digital technology that enables people to create

and share content and opinions in conversations over the Internet. This includes Facebook, Twitter, Instagram, Snapchat, LinkedIn, Google+, YouTube, Flickr, among others, and blogs, wikis, and comments included on websites reviewing products and services. These guidelines apply both to social media use on authorized corporate channels and to any personal use of social media when your communications relate to the Drive-In or its products, guests, or employees.

Your conduct when using social media should be guided by using sound judgment and common sense and by following the Drive-In's other policies, such as the Drive-In's Code of Conduct and Non-Discrimination and Harassment-Free Workplace Policy, which can be found in this Handbook. Failure to follow the Drive-In policies when using social media could result in serious consequences for the Drive-In and for you, up to termination of employment in accordance with applicable law.

**Be Honest and Transparent.** Make sure you are always honest and accurate when posting information or news and if you make a mistake, correct it promptly. Be open about any previous posts you have altered. Never post any information or rumors that you know to be false about the Drive-In, SONIC, co-workers, customers, suppliers, competitors, or anyone else.

Don't represent yourself as a spokesperson for D.L. Rogers, the Drive-In, or SONIC. If D.L. Rogers, the Drive-In, or SONIC are a subject of the content you are posting, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of D.L. Rogers, the Drive-In, or SONIC. If you do publish a blog or post online related to your work, make it clear that you are not speaking on behalf of D.L. Rogers, the Drive-In, or SONIC. It is best to include a disclaimer such as "I am an employee of the Drive-In. My statements and opinions are my own and do not necessarily represent those of D.L. Rogers, the Drive-In, or SONIC."

**Be Thoughtful.** Always remain thoughtful when communicating online. Avoid social media content that is harassing, discriminatory, libelous, threatening, bullying, violent, malicious, unlawful, or obscene. Do not post negative comments about Drive-In customers. If you have a work conflict, consider ways to resolve the conflict rather than posting about it online. For example, workplace issues can typically be resolved by speaking directly with involved co-workers or by utilizing the Drive-In's Open Door Policy and Concern Resolution Procedure.

**Protect Confidential Information or Trade Secrets.** During the course of your employment, you may become aware of trade secrets and/or similarly protected proprietary and confidential information about the Drive-In's business (i.e. recipes, preparation techniques, marketing plans and strategies, financial records). You must not disclose or comment on any such information to anyone outside the Drive-In.

**Respect Privacy, Copyright, and Trademark Laws.** Respect copyright, trademark, and similar laws and use such protected information in compliance with applicable legal standards. Do not use the Drive-In's (or any of its affiliated entities') logos, mark, or other protected information or property for any business or commercial venture without the express written authorization of the Drive-In.

**Conduct Not Prohibited by These Guidelines.** This policy is not intended to cover all possible situations that may arise. The spirit of this policy should guide your online activity. Further, these guidelines are not intended to preclude or dissuade employees from engaging in activities protected by state or federal law, including the National Labor Relations Act.

### **E-mail and Instant Messaging**

Use of Drive-In e-mail and instant messaging (IM) (collectively "e-mail") is to be done in a proper and productive manner. The employee is responsible for the content of all text, audio, or images that you place or send over the Drive-In's internet/intranet system. The Drive-In's e-mail may not be used for transmitting, retrieving, or storing any communications of a discriminatory, illegal, or harassing nature or materials that are obscene or pornographic.

All messages created, sent, or retrieved over the Drive-In's e-mail system are the property of the Drive-In. The Drive-In reserves the right to access and monitor all messages and files on its e-mail system. In addition, the Drive-In may access messages that have been deleted by employees.

### **Picture Taking and Video Taping Inside the Drive-In**

Due to the potential for issues such as cross-contamination of food, invasion of privacy (employee and customer), sexual or other harassment, and protection of proprietary recipes and food preparation techniques, employees may not take, distribute, or post pictures, videos, or audio recordings while on working time. This rule does not prohibit activity protected by the National Labor Relations Act.

In the normal course of business, Drive-In employees and members of management are prohibited from taking, transmitting, or posting pictures taken inside the Drive-In. However, during Special Event Days, employees are permitted to take photographs and videos outside of the Drive-In and post to social networking platforms.

## **SECTION X – Safety and Security Guidelines and Procedures**

### **Know How and Where**

Read and review the following safety guidelines with your Manager and know the location of where to find everything in the Drive-In.

#### **Emergency Evacuation Plan/Back Door.**

- In the event of an emergency, first contact 9-1-1 for medical assistance, fire, rescue, or any other emergency.
- A Manager will assume responsibility for emergency evacuations. This includes evacuation of employees and guests.
- How to shut off operating equipment before evacuating. How to help others safely leave the building.
- How to exit the building in case of an emergency. Where to meet in the event of an evacuation.
- Fire hazards of certain materials and processes.
- Do not block exit doors for any reason.
- Do not leave the back door open in a way that the panic bar could not lock when the door closes.

#### **Fire Extinguisher and Ansul System.**

- The location of the fire extinguishers.
- How to use the fire extinguishers and the Ansul Pull Extinguishing System.

#### **Safety Gloves and Cutting Procedures (Personal Protective Equipment).**

- How to safely use equipment that requires safety gloves.
- How to properly use and wear cutting gloves and black neo-green gloves.
- Cutting gloves are to be worn when using knives or other sharp-bladed equipment. Black neo-green gloves are to be used when filtering shortening or hot grill cleaning.
- The limitations of the cutting gloves and black neo-green gloves and the proper care and maintenance of the safety gloves.
- If the cutting gloves or black neo-green gloves are unavailable or damaged, immediately contact your Manager.

#### **Hazard Communication.**

- The location of the Material Safety Data Sheets (MSDS) and Hazard Communication book.
- The physical and health hazards of the hazardous chemicals and chemical compounds in use at the property. This list is contained within MSDS in the Hazard Communication book found in the Drive-In.
- The measures to take to prevent exposure to hazardous chemicals and the details of the company's Hazard Communication Program.
- Methods for observing the presence or release of a hazardous chemical in the work area.
- That "danger" signs in the Drive-In indicate immediate danger and that "caution" signs indicate the existence of a possible hazard.
- Notify a Manager if an unlabeled container is found in the Drive-In.

#### **Exposure Control Plan (Bloodborne Pathogens and Bodily Fluids).**

- First and foremost, call the SONIC Crisis Hotline immediately at 877-221-4552 to report the incident.
- Bloodborne pathogens are defined as pathogenic microorganisms that are present in blood and can cause disease in humans.
- These pathogens include, but are not limited to, Hepatitis B Virus (HBV) and Human Immunodeficiency Virus (HIV).
- When an employee, customer, or other individual vomits or has a diarrheal event in a food establishment, there is a real potential for the spread of harmful pathogens, such as bacteria and or viruses such as Norovirus, in the

establishment.

- Explain the methods for recognizing job tasks that may involve exposure to blood and other potentially infectious materials.
- Explain the appropriate methods that will prevent or reduce exposure, including use of personal protective equipment and the bodily fluid clean up kit.
- Explain bodily fluid clean up procedures and the location and purpose of the bodily fluid clean up kit.
- Each kit is good for only one use.
- Use personal protective equipment (face mask and gloves) before rendering first aid of any type or cleaning up any bodily fluid.
- Avoid, as much as possible, contact with blood and mucous membrane.
- Wash your hands and arms per the SONIC 20/20 Handwashing Policy.
- Report any incident where there has been exposure to any bodily fluid to your Manager.
- If necessary, Hepatitis B vaccinations and medical examinations will be offered (free of charge) and your Manager will follow up with you.

### **Lockout/Tagout Kit.**

- The location of the lockout/tagout kit.
- The purpose of the kit is to limit exposure to electrical shock when electrical equipment is being worked on and cleaned.
- The lockout device is used for circuit breakers. Tagout is for labeling equipment being serviced, including refrigeration maintenance.
- Your Manager is responsible for authorizing equipment to be locked out and will notify employees when equipment will be locked out.
- Employees are prohibited from attempting to restart or re-energize machines or equipment that are locked out or tagged out.
- Prior to completing the employee safety training, you must view the lockout/tagout video.

### **First Aid Kit.**

- The location of the first aid kit.
- This kit is available for employee use.

### **Slips/Trips/Falls.**

- The Drive-In must be maintained in a clean and dry (as much as possible) condition.
- All aisles and passageways should be clear and free from obstruction that could create a hazard.
- Report all injuries to your immediate Supervisor, regardless how minor, and seek first aid for all injuries.

### **Sanitation.**

- Keep the food at proper temperatures and store food correctly.
- The Drive-In follows the SONIC 20/20 Rule.
- Sanitize all food contact surfaces.

### **Skating Training.**

- Before becoming a skating Carhop, you must know how to safely skate and complete the skating training program. You will need to know how to control your speed, turn, stop, balance with a tray of food, and fall safely.
- Wear appropriate protective equipment.
- Always skate within your ability.
- Watch where you skate.
- Avoid cars, customers, and other employees. Do not weave in and out of cars.
- Stop before crossing the Drive-In parking lot. Look left-right-left, then proceed with caution.

- Never skate in the rain, extreme wind, snow, or ice.
- Make sure the Drive-In's lot and sidewalks are in good condition and free of any rocks, gravel, or other obstructions. Notify your Manager of any unsafe conditions.
- Check your skates each time before you skate. The skates should fit you properly. Laces should be free of knots and fray. All parts should be free of dirt and debris. Make sure that all parts of your skates are properly tightened and that your wheels spin freely.
- Do not use skates that need repair. Any parts with excessive wear and tear or that are cracked must be replaced before the skates are worn.

### **Robbery Prevention Guidelines.**

- Never leave the back door open or unlocked.
- Do not open the back door or restroom access doors without management approval. Never remove trash through or open the back door after dark.

### **Use of Equipment**

When using Drive-In equipment, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines, including the use of appropriate personal protective equipment. Unauthorized, improper, careless, negligent, destructive, or unsafe use or operation of equipment may result in disciplinary action, up to and including termination of employment. Immediately notify a member of the management team if any equipment, machine, or tool appears to be damaged, defective, or in need of repair.

### **Work-Related Injuries and Related Benefits**

If you sustain a work-related injury or illness, you must notify your Supervisor immediately no matter how minor it may appear. Failure to report an on-the-job injury or failure to comply with any drug free workplace policies may jeopardize your right to benefits under the worker's compensation insurance program provided for the benefit of its employees. If you are employed in the State of Texas, your Drive-In provides an employee accident plan governed by ERISA for the benefit of its employees. These programs provide payment of medical expenses and partial salary continuation in the event of a work-related injury.

### **Violence and Weapons in the Workplace**

D.L. Rogers Corp. prohibits violence in the workplace. Engaging in any act of violence, threatening an act of violence, or intimidating another employee, vendor, or Drive-In guest is a violation of this policy. We prohibit the possession, transfer, sale, use, threatened use, or display of weapons and other dangerous items on Drive-In premises. Weapons are defined as all types of firearms, switchblade knives, knives with a blade, dangerous chemicals, explosives, and ammunition. Other objects carried, used, or threatened to be used for the purpose or with the effect of injuring or intimidating other people may also be considered dangerous items.

This prohibition includes all handguns, even if the individual has a valid license to carry a handgun, except as authorized under applicable law. In no event is anyone entering the Drive-In's property permitted to carry a handgun or other weapon into the Drive-In. Violations of this policy may result in disciplinary action, up to and including immediate termination of employment.

**Reporting an Incident.** If you have been subject to any type of violent behavior or threat of violence in the workplace or if you are aware of any violation of this policy, you must report this to the Drive-In's Manager/Operator or Multi-Unit Supervisor immediately.

### **Sanitation**

SONIC Safe is the food safety and sanitation program used in the Drive-In. It is *ABSOLUTELY ESSENTIAL* that *EVERYONE* follows safe food handling procedures. *NEVER* take shortcuts on food safety and handling. Following all of the SONIC Safe guidelines will help keep the food you serve safe from harmful germs and bacteria.

Employees will receive specific guidelines and training materials in the Operations Manual and must review and comply with these policies. While you will receive additional and ongoing training on food safety issues and SONIC Safe training, the following are some of the basic rules you must *ALWAYS* follow and enforce, as set forth in greater detail in the Operations Manual:

- SONIC's 20/20 hand washing rule
- Sanitize everything
- Avoid cross-contamination
- Keep food at the proper temperatures
- Store food correctly

### **Food Tampering Policy**

Food tampering is generally defined as “the deliberate contamination of food.” Food tampering occurs when any foreign matter is placed in food, even if the person doing so has no intent to harm anyone. Placing bodily fluids in the food is also considered food tampering. Putting a foreign substance in food for the purpose of a joke or prank is food tampering. All states have criminal and civil laws that prohibit food tampering. Although penalties for food tampering vary from state to state, government authorities may file criminal charges against violators that include assault, battery, and attempted murder. Convicted persons will end up with conviction records, fines, and possibly incarceration in county jails or state prisons. Victims of food tampering may file civil lawsuits against the violators for claims that include assault, battery, and intentional infliction of emotional distress. Any civil or criminal charges of food tampering will likely become a permanent part of a violator's employment background and history that may be required to be disclosed on future applications for employment.

**Employee Responsibilities.** You must immediately stop delivery of all food that you know or suspect has been subjected to food tampering. You must immediately report any suspected food tampering to the Drive-In's management team. Food tampering is prohibited and may be prosecutable as a crime.

### **Contagious Illness Policy and Employee Management Responsibilities**

We are committed to helping ensure the health and safety of our employees and guests and we comply with all health department regulations. Various health and safety laws require food service employees to report certain illnesses to their Manager and prohibit food service employees from working when they have certain illnesses. In accordance with these laws, the Drive-In has adopted the following policy.

All employees and members of management must follow the reporting and exclusion from work requirements specified by law and by policy. Employees must follow good hygienic practices at all times. Managers may generally inform employees that they may have been exposed to a food-related disease and may have to be tested, but the name of the employee who potentially caused the exposure should not be discussed.

All employees must stop work and report to store management upon experiencing any of the following symptoms:

- Diarrhea
- Fever
- Vomiting
- Jaundice (yellow skin or eyes)
- Sore throat with fever
- Acute upper respiratory symptoms that are due to the flu or other contagious condition
- Lesions (such as boils and infected wounds, regardless of size) containing pus on the fingers, hand, or any exposed body part

Managers must restrict employees from working who are experiencing any of the above symptoms. However, if an employee's symptoms are the result of a medical condition which is not contagious in a food service environment, the employee should not be restricted from work. If an open sore can be covered with a clean, impermeable covering and a

single-use glove (for hand wounds), the employee can return to work as normal. Before an employee may return to work, the employee must no longer be contagious and at least 24 hours must have passed since vomiting and/or diarrhea symptoms.

Employees must also notify store management if diagnosed by a healthcare provider as being ill with any illnesses that can be transmitted through food or person-to-person casual contact, such as:

- Norovirus
- Salmonella Typhi (typhoid-like fever)
- Shigella spp. (causes shigellosis)
- E. coli O157:H7 or other Enterohemorrhagic or Shiga toxin-producing E.coli
- Hepatitis A virus
- Any other pathogen that can be transmitted through food, such as Campylobacter or Listeria monocytogenes

In addition to the above conditions, employees must notify their Manager if they have been exposed to one of the following high risk conditions:

- Exposure to or suspicion of causing any confirmed outbreak involving the above illnesses.
- A member of their household is diagnosed with any of the above illnesses.
- A member of their household is attending or working in a setting that is experiencing a confirmed outbreak of the above illnesses.

Managers must exclude from the Drive-In any employees who:

- have been diagnosed with one of the illnesses listed above
- are experiencing jaundice
- are experiencing diarrhea, fever, sore throat with fever, vomiting, or lesion containing pus *and* meet a high risk condition set forth above.

If an employee falls into one of the three categories listed above, the Manager must also contact the Crisis Management Team at (877) 221-4552. Before an employee excluded from work under any of the three circumstances listed above can return to work, the employee's symptoms must have resolved, the employee must provide written medical certification that the employee is now fit to return to duty, and the employee must receive approval to return to work from the regulatory authority.



## **EMPLOYEE HANDBOOK ACKNOWLEDGEMENT**

I, the undersigned, acknowledge that I have received the D.L. Rogers Corp. SONIC Drive-In Employee Handbook and that I read (or had read to me) the contents of the Handbook and comply with the standards contained in it.

I understand that:

The Handbook is a general reference guide. It is not a contract of employment, either express or implied. This Handbook is not a promise or guarantee of continued employment or of any particular policy, pay rate, hours guarantee, or other benefit.

The Handbook replaces any previous handbook or manual, and to the extent inconsistent, any understanding, practice, policy or representation concerning the subject matters covered by the Handbook.

Except for the policy of at-will employment, all policies and procedures outlined in the Handbook may be changed or modified at the discretion of the Drive-In without advance notice to me.

My employment is considered to be “at-will” and I am not being employed for any specified time. This means either I or the Drive-In may end the employment relationship at any time, with or without cause or advance notice. I understand that at-will employment also means that the Drive-In may discipline me or change the terms of my employment, including but not limited to demotion, promotion, transfer, compensation, benefits, duties, and location of work, at its discretion, at any time, with or without cause or advance notice. I further understand that the foregoing provision regarding my status as an at-will employee may never be changed by any Supervisor or other representative of the Drive-In.

The Drive-In at which I work is independently owned and operated by one or more franchisees and that my employment is with the franchisee's sole proprietorship, partnership, corporation, or limited liability company The SONIC Drive-In at which you work is part of the franchised SONIC Drive-In chain and is independently owned and operated by D.L. Rogers Corp.

I am not employed by SONIC Corp. or any of its subsidiary or related companies. SONIC Corp. does not control or make any decisions regarding the Drive-In's employment practices or policies.

As applicable to the Drive-In where I am employed, my electronic signature and Handbook Acknowledgment acknowledges and confirms that I have received the D.L. Rogers Corp. SONIC Drive-In Employee Handbook and further acknowledges and confirms that I have reviewed and agree with the above provisions in this Employee Handbook Acknowledgment.

---

Employee Signature

Date

---

Employee's Full Name (Printed - Must be Legible)

---

Drive-In Location (Address)

Drive-In #