

MEXICO JOE'S EMPLOYEE HANDBOOK



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PURPOSE OF THE EMPLOYEE HANDBOOK

The purpose of this Employee Handbook is to outline the employment policies and procedures of Mexico Joe's, Inc. (Mexico Joe's). If there is a conflict with current practice and procedures, this Employee Handbook takes precedence.

All team members of Mexico Joe's are responsible for reading and understanding the policies. These policies have been prepared to more clearly define procedures, which affect the relationship between the team member and Mexico Joe's. These policies and procedures may be unilaterally changed, in whole or in part, at any time by Mexico Joe's.

Mexico Joe's retains the right to change, modify, suspend, interpret, or cancel, in whole or in part, any of its published or unpublished personnel policies or practices, without advance notice, in its sole discretion, without having to give cause or justification or consideration to any team member. Recognition of these rights and prerogatives of Mexico Joe's is a term and condition of employment and continued employment.

Nothing in this Employee Handbook is to be construed as a contract of employment with Mexico Joe's. Any team member's service may be terminated at any time for any reason or no reason at all. Compensation is subject to the rules and regulations of Mexico Joe's. Such compensation, rules and regulations are subject to change with or without notice by Mexico Joe's.

No representative of Mexico Joe's other than the President or the CEO has authority to enter into any agreement for employment for any specific period of time, or to make any agreement contrary to the foregoing. Any agreement altering the employment, at-will relationship must be in writing and signed by the team member and the President or the CEO.

This Employee Handbook replaces and supersedes all other previous employee handbooks as of July 1, 2023.

NOTICE OF EMPLOYMENT AT-WILL STATUS

THIS EMPLOYEE HANDBOOK DOES NOT ALTER THE NATURE OF YOUR EMPLOYMENT. YOU HAVE THE RIGHT TO TERMINATE YOUR EMPLOYMENT AT ANY TIME, WITH OR WITHOUT CAUSE OR NOTICE AND MEXICO JOE'S, INC., HAS THE SAME RIGHT. FURTHERMORE, YOUR STATUS AS AN AT-WILL EMPLOYEE MAY NOT BE CHANGED EXCEPT IN WRITING SIGNED BY THE PRESIDENT OR CEO OF MEXICO JOE'S, INC.

Greetings!

Mexico Joe's is proud of its people - its most valuable asset. The very essence of Mexico Joe's is reflected in the people who work here.

As a team member of Mexico Joe's, you are expected to be prompt and efficient, to excel in salesmanship, and to demonstrate a tremendous amount of patience. You cannot be just an average person; you must be outstanding. We expect you to be willing always to outdo yourself to promote the success of Mexico Joe's.

Our expectations for you are high, as are our standards for quality and service. Your part in helping our teams obtain its goal of excellence in food and beverage service can be summed up in a few words: **MAKE A GENUINE EFFORT TO DELIGHT OUR GUESTS!** Make every effort to make each and every guest feel welcome and special. We expect your best every time you come to work. Our guests, your fellow teammates, and our Company's reputation deserve nothing less.

WELCOME ABOARD AMIGO! We look forward to working with you!

Sincerely,

Stan Clark
Founder and CEO

THE STAN CLARK STORY AND COMPANY MILESTONES

Eskimo Joe's was originally the brainchild of Steve File, a pal of Stan Clark's since the two were in fifth grade. One fateful Sunday afternoon in May **1975**, Steve proclaimed, "Hey, I'm gonna open a bar!" Stan said, "I know where there's a two-story building for rent. I'll go in partners with you!" Within minutes, these two wild and crazy guys had agreed to rent the building at 510 W. Elm.

Steve came up with the name Eskimo Joe's, and Bill Thompson, a freshman commercial art student, drew Eskimo Joe's famous logo with a magic marker. "I loved it the second I saw it!" Stan says. And so, Eskimo Joe and Buffy were born.

Eskimo Joe's opened Friday, **July 21, 1975**, serving up ice-cold beer, red-hot music, and great big smiles, both on the proprietors' faces, and on the front of 72 t-shirts available for sale on day one. And by the first week's end, all those shirts were gone.

1978

The enthusiasm that Steve and Stan had for their customers and the business made Eskimo Joe's different. "The key to success in any field or endeavor is enthusiasm!" Clark proclaims. Joe's soon had a loyal following and quickly became known as "Stillwater's Jumpin' Little Juke Joint." Stan bought out File's interest in the "Juke Joint" in January 1978.

1984

In 1984, Eskimo Joe's added food service after the drinking age was raised from 18 to 21. Stan has joked, "I was thrilled to find out in 1984 that more people eat everyday than drink everyday!" With this change, people of all ages came to enjoy the hospitality of Joe's. Guests loved the juicy burgers known as "Joe's Specials," scrumptious chicken sandwiches known as "Fowl Things™," thick old-fashioned shakes, and Cheese Fries.

Things really started cooking when Stan opened his second restaurant, Stillwater Bay, on September 15, 1984. Eskimo Joe's and THE BAY quickly became known as the "Wild Pair." Guests loved the "see-and-be-seen" atmosphere, and Joe and Buffy loved their newest friend, "Doc" of the Bay.

1985

As Joe's popularity grew, so did their annual birthday bash. To celebrate the 10th anniversary in 1985, Stan recorded two original songs about Joe's: *The Juke Joint Shuffle* and *Last Night at Joes'*. These tunes rocked 14 radio stations across Oklahoma and Kansas. That year, the anniversary party spilled onto Elm Street, marking the beginning of the Eskimo Joe's street party that would become the largest single attraction to Stillwater, except for OSU football. By the 18th anniversary more than 65,000 fun loving Joe's fans packed Elm Street to celebrate the weekend reunion.

1987

This was a very busy year for Stan. Stillwater Bay moved downtown to the historic J.A. McNeff building and Mexico Joe's was born. Mexico Joe's was opened in the old Stillwater Bay location on April 7th. Mexico Joe's featured the world's best salsas and bubblin' hot enchiladas. Eskimo Joe, Buffy, and Doc welcomed José and his sidekick burro, Bucky, and the "Wild Pair" became "Stillwater's Three Amigos."

In the beginning, Joe's shirts were sold from behind the bar. They became so popular that the wait staff could no longer keep up with the demand for both shirts and burgers. So in 1987, **Joe's Clothes** World Headquarters opened in the old Andy's Grocery store next door to Joe's. That year, Joe's Clothes also published its first catalog, which was hand-drawn and photocopied. Now Joe's Clothes publishes several full-color catalogs each year.

1988

Following the opening of Joe's Clothes World Headquarters, Joe's toothy grin was being sent and seen all over the world. In 1988, The Tulsa World cited Eskimo Joe's shirts as one of the most collectible in the country.

1989

Stan Clark Companies needed a new location to house the business offices for the restaurants and retail clothing operation. Clark devoted much of his time and interest to the renovation of the historic Stillwater Swim Home. After purchasing the house, located across the street from Eskimo Joe's, he supervised restoration to its original 1906 state.

1990

The elder President Bush endorsed Eskimo Joe's Cheese Fries during the 1990 OSU's commencement ceremony.

Expansion continued in 1990 with the acquisition of a 6,600 square foot building and parking lot adjacent to Joe's Clothes to house our new screen-printing operation. That September, Joe's print shop began screen-printing all of Joe's Clothes merchandise.

Also, in 1990, Eskimo Joe and Buffy literally came to life when Joe's introduced them as life-sized mascots. Today, our dynamic duo appears frequently at our restaurants and community events including OSU football and basketball games.

1994

In May of 1994, Mexico Joe's moved to its new home at 311 E. Hall of Fame, becoming the first of our restaurants to be built from the ground-up, and the first to enjoy a prime location.

1998

The new screen printing and storage facility was completed in April 1998. Our first job produced in the new facility was our first co-branded Special Olympics T-shirt - the

proceeds from which have allowed us to contribute significantly to the Special Olympics of Oklahoma, one of the many charitable causes we support, many on an annual basis.

2002

Eskimo Joe's Promotional Products Group was born. This business is unlike our other companies in that it is a business to business, direct-sales entity as opposed to a retail operation. We provide marketing solutions for our clients by leveraging our marketing expertise, our incredible creative design team, our product-sourcing knowledge, and our screen-printing competencies to help make our clients look better and bolster their marketing efforts. More simply stated: "We sell stuff with our clients' logos on it."

2006

In June 2006, Eskimo Joe's Clothes began retailing OSU merchandise. Our guests had been requesting that we do so for years and we decided to give it a test. Joe's Clothes continues to offer OSU merchandise in its retail mix.

The highpoint of 2006 was a 2nd presidential endorsement by George W. Bush.

2010

In 2010, we started a huge expansion project that spanned more than three years at Eskimo Joe's. The first phase was our To-Go station on the first floor and 25 new seats looking north and east on the 2nd level. The new east side elevation is bold and beautiful and we set it all off with a magnificent new neon sign.

Then we expanded Joe's Clothes, doubling our retail space. We created a bold, new brick façade featuring high ceilings, large display windows, multiple televisions, a waiting area for guests and more displays than ever before!

Next, we revamped our down dome bar, added new restrooms on the first and second levels, and built a beautiful new patio over Eskimo Joe's Clothes, which overlooks Elm Street and OSU, plus we added an elevator making all of our restaurant accessible to all guests.

2011

In 2011, OSU offered us the opportunity to co-brand Eskimo Joe with Pistol Pete. This partnership is a tremendous source of pride and the designs have been wildly popular!

2013

The final phase of the project was completed in March of 2013 and was the expansion of our kitchen. We added new refrigeration, a secondary cook line, an all-new dish station, plus a huge potato prep area, all of which allows us to improve our speed and quality.

Next, we went to work at Mexico Joe's! The 20-year-old building deserved some upgrades, so we began with adding 1500 square feet of new space enabling us to add a secondary cook line, more prep area, a new dish station, a new walk-in, a new draft

beer system, a new kitchen ceiling, a liquor and soft goods storage area, a new bar and 24 new inside seats. To top it all off, Mexico Joe's also added more patio space with lounge seating, a fire pit and outdoor TVs.

Feeling that there was a better opportunity for this location, after 14 years on May 24, 2014 was the last day of operations for Joseppi's Italian Kitchen. We, once again, offered each team member a position elsewhere in our company, so no one was laid off.

In 2015 MoJo's Rock-n-Bowl Grill was born. This restaurant featured burgers, steaks, and good 'ol comfort food. It had 4 lanes of bowling and a whiskey bar and operated until January 7, 2018. Again, we were fortunate to be able to offer each team member a position elsewhere in our company.

2018 to Present

We are proud to call Stillwater our home and enjoy giving back to the community. Every year we host charity events such as the Juke Joint Jog and the Joe's Golf Classic, which benefit the United Way. We are also proud to employ many Oklahoma State University students as well as serve them as guests.

We've changed a lot over the years, but our basic philosophy will always be the same. We show our guests a good time and provide a wonderful work environment for all our team members.

MISSION

TO DELIGHT EVERY GUEST BY GIVING MY BEST!

VISION

TO CREATE LIFELONG RELATIONSHIPS BY DELIGHTING
ONE PERSON AT A TIME.

VALUES

WE PUT GUEST SATISFACTION FIRST
WE ARE ENTHUSIASTIC
WE ARE OPEN, HONEST, AND POSITIVE
WE SEEK SOLUTIONS
WE ARE PROACTIVE
WE MAKE CONTINUOUS IMPROVEMENT
WE HELP OTHERS SUCCEED

A VISION OF GREATNESS

We want the Company to become and to be known as a great company. Greatness demands a commitment to excellence in everything we do. Recognizing that people are our most important asset, we acknowledge that we can only treat our customers (guests) as well as we treat ourselves. We will achieve greatness through a commitment to the following goals and practices.

With Customers

- Recognize that customers are the beginning and the end; nothing good happens until we satisfy every need of our guests.
- Ensure that each guest's expectations are exceeded for service/process and service/outcome, product quality, and price/value.
- Ensure that each guest has a "good feeling" from interacting with our company, thus enhancing our company's reputation. The best perceived value is a good time.
- Handle customer inquiries, concerns and complaints in a prompt, fair, and courteous manner, always to their complete satisfaction.
- Become a model company through community involvement and excellent community relations.

Exude an attitude of enthusiasm in everything we do!

With Team members

- Establish a climate of openness, mutual respect, and teamwork.
- Value each team member as an individual and profit from diversity.
- Provide abundant opportunity; maximize individual development and sense of fulfillment.
- Recognize contributions and excellence. Ensure that everyone understands how they can contribute and where they stand.
- Provide a safe, wholesome working environment that is stimulating, pleasant, and supports maximum personal effectiveness.
- Create a caring family environment.
- Link company and team member interests.
- Commitment to "ego-less" management; the welfare of the company and its people transcends individual goals and concerns.
- Emphasize compassion and flexibility so that individual needs are met.
- Resolve all conflicts quickly; disagree without fear; say "no" when it's the right answer.
- Interact honestly at all times.

Exude an attitude of enthusiasm in everything we do!

With Suppliers

- Encourage long-standing, mutually profitable relationships.
- Develop the highest quality standards; clearly define our expectations and assist suppliers in achieving satisfactory performance.
- Exemplify courtesy, integrity, and responsiveness to set the standard for superior supplier relations.

SUCCESS PLAN

Success Plan for _____

Critical Results Area Exceeds Guest Expectations

- Standard 1. Maintains constant awareness of guest and other worker needs and shapes services provided to best meet their needs.
- Standard 2. Maintains flexible attitude and willingness to help guests and other workers.
- Standard 3. Displays attention to details and constantly evaluates interactions with guests and other workers to be the most helpful.

Critical Results Area Supports "Coaching for Success" Plan

- Standard 1. Provides required personal commitment to the "Coaching for Success" system.
- Standard 2. Maintains a positive attitude towards "Coaching for Success" system.
- Standard 3. Maintains a willingness to be coached and to participate in feedback sessions.

Critical Results Area Enhances Team Member Success

- Standard 1. Enhances a work environment that motivates other team members to want to succeed.
- Standard 2. Displays a positive mental attitude toward work needed to achieve success.
- Standard 3. Displays a personal value system to achieve success in spite of obstacles.

Critical Results Area Effectively Communicates

- Standard 1. Is accessible to guests and other workers, and actively listens and understands needs.
- Standard 2. Clearly presents information in a positive way, supported by facts.
- Standard 3. Resolves issues directly with other persons; avoids "Third Party" discussions with that person not present.
- Standard 4. Supports and maintains open two-way communications with all team members.
- Standard 5. Displays the standard for open, honest communication in the company.

Critical Results Area **Committed to Growth**

- Standard 1. Willingly accepts change and quickly adjusts as required.
- Standard 2. Maintains an environment that generates new ideas from other team members and guests to improve the company, and reports these ideas to management.
- Standard 3. Willing to use mistakes as a learning experience.

Critical Results Area **Effective Team Member**

- Standard 1. Chooses positive approach more often than negative.
- Standard 2. Willingly contributes to the success of other team members.
- Standard 3. Publicly supports the team, the company, company policies and practice, its management, its team members, and its decisions once they are made.
- Standard 4. When differences exist, initiates an agreement to reestablish team effort and maintain progress leading to success.
- Standard 5. Chooses cooperation more often than competition when working with others in a team effort.

Critical Results Area **Personal Skills**

- Standard 1. Supports "Coaching for Success" values and the desired guest service behaviors.
- Standard 2. Demonstrates the company standard for dress, appearance, work habits, personal integrity and teamwork.
- Standard 3. Accepts and quickly makes changes needed for self-improvement.
- Standard 4. Provides a sense of urgency when responding to request for actions from others.
- Standard 5. Consistently applies a level of enthusiasm and energy to work in order to inspire other team members to follow example.
- Standard 6. Accepts full responsibility for actions and results.

TEAM MEMBER BENEFITS



COMPANY DISCOUNTS

You receive a 25% discount on the food and non-alcoholic beverages you personally consume at Mexico Joe's and Eskimo Joes. You may be asked to provide ID and proof of employment. You can then log into Radar Schedules. In addition, when working you are able to purchase a meal at a 50% discount before or after your shift.

Team members of Mexico Joe's also receive a 25% discount on all clothes purchased at Eskimo Joe's Clothes, Inc.

The discount provided is for your personal food or clothing only. "Sharing" your discount with family members and friends is not permitted. Abuse of this benefit may result in disciplinary action up to and including immediate termination.

EMPLOYEE RECOGNITION

Mexico Joe's rewards loyal team members for continuous uninterrupted periods of service to the Company. Your temporary time away from work (not to exceed 90 days, in a 12-month period, except for approved leaves of absences such as Military and FMLA leave) will not be considered as an interruption in service.

A year of service is defined as working at least 200 hours during the 12-month period immediately preceding the anniversary date.

AWARD SCHEDULE:

- 1 year: Keychain with the company logo and engraved with your name and hire date, as well as, an exclusive 1-year anniversary t-shirt.
- 2 year: Ogio backpack embroidered with company logo.
- 3 - 4 year: \$50 gift card, each year, redeemable at Eskimo Joe's, Mexico Joe's, and/or Eskimo Joe's Clothes, Inc.
- 5 year: Choice of \$250 cash bonus or gift card from a specific local merchant (some local merchants give an additional incentive.)
- 6-9 year: \$100 gift card, each year, redeemable at Eskimo Joe's, Mexico Joe's, and/or Eskimo Joe's Clothes, Inc.
- 10 year: Choice of \$500 cash bonus or gift card from a specific local merchant (some local merchants give an additional incentive)

11-14 year: \$100 gift card, each year, redeemable at Eskimo Joe's, Mexico Joe's, and/or Eskimo Joe's Clothes, Inc.

15 year: Choice of \$1000 cash bonus or gift card from a specific local merchant (some local merchants give an additional incentive)

Following the fifteenth year, every five years with the company earns a choice of cash or a gift card from a specific local merchant (\$500 more than the last major recognition). On each anniversary you do not receive a major award, you will receive a \$100 gift card redeemable at Eskimo Joe's, Mexico Joe's, and/or Eskimo Joe's Clothes, Inc.

The keychain, t-shirt, and backpack may be replaced at the team member's own cost if lost or broken. Please contact human resources for pricing.

RETIREMENT PLAN

The Company has established a 401k plan (the "Plan") to provide retirement benefits for eligible team members. The 401k plan allows you to defer a portion of your paycheck into a retirement account on a pre-tax or after-tax basis. Before you can become a *participant* in the Plan, the following rules must be met:

- A. Must attain the minimum age of 21.
- B. Must attain the minimum consecutive months of service of 12.
- C. Must work 1,000 hours in the service period

Company contributions and/or 401k deferral matching may occur on an annual basis. The contribution is discretionary between 0% and 15%. To be eligible for any company contribution, you must be employed by the company on the last day of the calendar year.

Termination of employment (*if done so for reasons other than death, disability or retirement*) will entitle you to receive only the 'vested percentage' of your account balance. Distributions to terminated team members will be made as soon as administratively possible following termination so long as they have not been rehired at any other SCC managed company. In general, the IRS requires that 20% of the distribution be withheld for taxes if a check is written directly to the team member. If a check is written to an IRA or qualified plan, 100% can be distributed.

The vesting schedule is as follows:

<u>Years of service</u>	0-1	2	3	4	5	6
<u>Percentage</u>	0%	20%	40%	60%	80%	100%

This is only a summary of our profit-sharing plan. There is a Summary Plan Description, ("SPD") that is available and any conflict between the SPD and this summary will be governed by the SPD.

EMPLOYMENT POLICIES



BREAKS

Mexico Joe's provides break times for all team members. Breaks may not be taken in a personal vehicle, and you may not leave the premises during your break. A ticket must be made for all food and paid for prior to the food being prepared. Do not bring any food into the wait stations or into customer view—keep it in the designated break area. Failure to do so can result in a written warning or even termination. All food and personal grooming must be finished before clocking in for your shift.

TEAM MEMBER DRINKS

Team members are allowed free soft drinks while working. Milk, hot chocolate, Red Bull, and juices are not free. After finishing a shift, do not take a Mexico Joe's cup out of the building unless you have paid for it. All team members must pay for drinks when visiting Mexico Joe's as a guest. Failure to ring in drinks is grounds for termination of the server. **THE DRINKING OF ANY ALCOHOLIC BEVERAGE DURING YOUR SHIFT IS PROHIBITED AND MAY RESULT IN IMMEDIATE TERMINATION.**

DRUGS AND ALCOHOL

The Company is committed to providing a safe and healthy workplace for its team members. Team members are expected to be in a suitable mental and physical condition while at work, allowing them to perform their jobs effectively and safely.

Whenever use or abuse of any mood-altering substance (such as alcohol or other drugs) interferes with a safe workplace, appropriate action must be taken. The Company has no desire to intrude into its team members' personal lives. However, both on-the-job and off-the-job involvement with any mood-altering substances can have an impact on our workplace, the Company's interests and reputation, and on the Company's ability to achieve its objectives of safety and security. Team members are expected to report to the Company's premises, work sites, vehicles, client locations or customer work sites with no mood-altering substances in their body. Further, the possession, sale or use of mood-altering substances at work, or coming to work under the influence of such substances will be a violation of safe work practices and may result in disciplinary action, including possible termination.

All team members are prohibited from the unlawful use, sale, dispensing, distribution, possession, or manufacture of illegal drugs or alcoholic beverages on the Company's premises, work sites, vehicles, client locations or customer work sites or any time while

working, including breaks. This includes when team members are in personal or Company vehicles while working. Team members will be subject to disciplinary action, up to and including termination, for violations of this Policy.

Any team member who is convicted or pleads guilty under any federal or state criminal drug and/or alcohol statute must notify their supervisor or human resources within five (5) days of the decision or plea, and may receive some form of disciplinary action, including termination. Failure to do so, will result in discipline up to and including termination.

An individual's proper use of prescription (controlled medications) and over-the-counter drugs as part of prescribed treatment by a licensed physician does not constitute a violation of this Policy. Any team member taking prescribed or over-the-counter medications will be responsible for consulting with the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with the safe performance of their job. If the use of a medication could compromise the safety of the team member, fellow team members or the public, it is the team member's responsibility to use appropriate personnel procedures (e.g., notify supervisor, call in sick, use leave, request change of duty) to avoid unsafe workplace practices.

The Company may also search Company-owned property or premises used by the team members, as well as the personal effects of team members (to include clothing, vehicles, containers, packs, purses, backpacks and the like) brought onto the Company's property. The Company may take into custody any illegal, unauthorized or prohibited items and may turn them over to the proper law enforcement agencies. Refusal to allow a search or interference with a search may result in disciplinary action, including possible termination.

Individuals Subject to Drug or Alcohol Testing

All team members are subject to drug or alcohol testing and the provisions of this Policy.

Marijuana Use, Possession or Influence

The Company prohibits all team members – including those with valid Oklahoma medical marijuana licenses – from using or possessing marijuana while on the Company's premises or during the hours of a team member's employment. This prohibition against marijuana use or possession applies to any of the Company's properties or work sites, including exterior areas, parking locations, personal vehicles or Company vehicles and during any hours of employment when a team member is performing work or providing services. The prohibition also applies to customer, client or other third-party locations or premises where a team member is performing work or providing services. If a team member's hours of employment include transportation or travel, then the prohibition against marijuana use or possession applies to that transportation or travel time.

The Company prohibits all team members – including those with valid Oklahoma medical marijuana licenses – from being under the influence of or impaired by marijuana during any hours of employment, regardless of location. A team member is under the influence

or impaired when marijuana use adversely affects ability to perform a job, interact with others, exercise judgment and/or work safely.

Violation of this Policy may result in discipline up to and including termination. If you have any questions about this Policy or its application, please contact human resources.

Circumstances for Testing

The circumstances under which the Company may request or require drug or alcohol testing are:

- A. **For-Cause Testing:** Any time the Company reasonably believes an individual is under the influence of drugs or alcohol, the Company may require a drug or alcohol test. Circumstances causing the Company to require testing of an individual may include, but are not limited to:
 - 1. Drugs or alcohol on or about the individual's person or an individual's vicinity;
 - 2. Conduct on the individual's part that suggests impairment or influence of drugs or alcohol;
 - 3. A report of drug or alcohol use while at work or on duty;
 - 4. Negative performance patterns; or
 - 5. Excessive or unexplained absenteeism or tardiness.

- B. **Post-Accident Testing:** When involved in an on-the-job accident that results in damage to a vehicle or a citation to the team member under state or local law for moving violations, arising from the accident or when any vehicle requires towing from the accident scene, or any involved person requires treatment away from the accident scene. A team member in such an accident is required to report it to their supervisor and human resources as soon as they leave the scene of the accident. Failure to notify their supervisor and human resources may result in discipline up to and including termination. If a team member's conduct could have contributed to a vehicle accident while working which results in an injury to the team member or another person or damage to property, including damage to a vehicle or equipment, the team member may be required to undergo drug and or alcohol testing.

Substances Which May Be Tested

Under this Policy, the Company shall test for drugs and alcohol, including marijuana.

Testing Methods and Collection Procedures

- A. Samples shall be collected and tested only by individuals deemed qualified by the State Department of Health and may be collected at the testing facility;
- B. Only samples deemed appropriate by the State Department of Health for drug and alcohol testing shall be collected;
- C. The collection of samples shall be performed under reasonable and sanitary conditions;
- D. A sample shall be collected in sufficient quantity for splitting into two separate specimens, pursuant to rules of the State Board of Health, to provide for any subsequent independent analysis in the event of challenge of the test results of the main specimen;
- E. Samples shall be collected and tested with due regard to the privacy of the individual being tested. In the instances of urinalysis, no employer or representative, agent or designee of the Company shall directly observe a team member in the process of producing a urine sample; provided, however, collection shall be in a manner reasonably calculated to prevent substitutions or interference with the collection or testing of reliable samples;
- F. Sample collection shall be documented, and the documentation procedures shall include:
 - 1. labeling of samples so as reasonably to preclude the probability of erroneous identification of test results, and
 - 2. an opportunity for the team member to provide notification of any information which the team member considers relevant to the test, including identification of currently or recently used prescription or nonprescription drugs, or other relevant information;
- G. Sample collection, storage, and transportation to the testing facility shall be performed so as to reasonably preclude the probability of sample contamination or adulteration;
- H. Sample testing shall conform to scientifically accepted analytical methods and procedures. Testing shall include confirmation of any positive test result by gas chromatography, gas chromatography-mass spectroscopy, or an equivalent scientifically accepted method of equal or greater accuracy as approved by Board rule, at the cutoff levels as determined by Board rule,

before the result of any test may be used as a basis for any action by an employer pursuant to 40 O.S. § 562 of this act;

- I. A written record of the chain of custody of the sample shall be maintained from the time of the collection of the sample until the sample is no longer required; and
- J. The Company will use testing services and facilities which have been licensed by the State Department of Health to test for the presence of or abuse of drugs or alcohol.

Consequences for Violating the Testing Policy

- A. Refusal to be Tested: Any individual who refuses to submit to the Company's request for drug and/or alcohol testing or refuses to complete the required forms will be subject to termination from employment. Interfering with and/or failing to cooperate with the testing process will be treated as refusal to be tested.
- B. Adulteration, Tampering or Manipulation of Samples: The actual or attempted tampering, adulteration and/or manipulation of drug and alcohol testing samples is prohibited. Any individual who attempts to alter, tamper or manipulate any testing samples will be subject to termination from employment.
- C. Personnel Action Which May Be Taken as a Result of Violating the Policy or a Positive Test Result:
 - 1. Any individual who violates this Policy regarding actual or intent to possession, consumption, use, transfer, solicitation or sale of illegal drugs, illegal possession or inappropriate or moderate use of alcohol or the abuse of prescription or over-the-counter drugs will be subject to disciplinary action, including but not limited to termination.
 - 2. Any team member who tests positive will be subject to discipline up to and including termination. Discipline selected by the Company may depend on a variety of factors, including prior work record of the team member, the length of prior employment, the prior accident and attendance record of the team member, the team member's job duties, the circumstances which lead to the testing and the proposals by the team member to address the problem. A team member who has been afforded the opportunity to complete a program of rehabilitation or treatment, but who does not successfully complete the program will be subject to termination from employment.

3. An individual who receives a positive test for marijuana will be asked to demonstrate whether they have a valid Oklahoma medical marijuana license.
 - a. For team members with a valid medical marijuana license and who are not in safety-sensitive positions, no employment action will be based solely upon a positive test for marijuana components or metabolites.
 - b. Safety-sensitive positions: Team members who hold positions designated by the Company as safety-sensitive are subject to discipline up to and including termination if they test positive for marijuana components or metabolites. These safety-sensitive prohibitions apply to team members who have valid Oklahoma medical marijuana licenses.

Confidential Explanation By Individual

Any individual who receives a positive drug test result or has otherwise violated this Policy will be given an opportunity to offer an explanation, in confidence, to a representative of the Company.

Records

Records of all drug and alcohol test results and related information are the property of the Company. However, upon written request, those test results and related information will be made available for inspection and copying to the individual tested. The drug and alcohol test results and related information will be treated as confidential and will be maintained separate from other personnel records. The Company will not release these records other than to the individual, or the Company's review officer, unless the individual has expressly and in writing granted permission for the Company to release such records, or in order to comply with or respond to a valid judicial or administrative order. The team member grants permission to the Company to release testing records and/or results for purposes of unemployment, Workers' Compensation and other employment-related legal actions.

The testing facility, or any agent, representative or designee of the facility, or any review officer, will not disclose to the Company, based on the analysis of a sample collected from an individual under this Policy, any information relating to the general health, pregnancy or other physical or mental condition of the individual. The testing facility will release the results of the drug or alcohol test, and any analysis and information related thereto, to the individual testing upon request.

Appeal Procedures

Within 24 hours of receiving notice of a positive test, an individual may request a subsequent confirmation test of a sample. The individual shall pay all costs of the subsequent confirmation test, unless the subsequent confirmation test reverses the

findings of the challenged positive test. In those cases where the confirmed test reverses the initial findings, the Company will reimburse the individual for the cost of the subsequent confirmation test.

An individual who is aggrieved by an alleged violation of the Oklahoma Standards for Workplace Drug and Alcohol Testing Act may file a civil action within one year of the alleged willful violation.

Changes to this Policy

Any part of this Policy can be changed by the Company with ten (10) days written notice.

Severability Clause

If any part of this Policy is held invalid by a competent authority, such part shall be invalid, and the balance of the Policy shall continue to be valid and in full force and effect.

NOTICE OF EMPLOYMENT AT-WILL STATUS

THIS POLICY DOES NOT ALTER THE NATURE OF YOUR EMPLOYMENT. YOU HAVE THE RIGHT TO TERMINATE YOUR EMPLOYMENT AT ANY TIME, WITH OR WITHOUT CAUSE OR NOTICE AND MEXICO JOE'S, INC., HAS THE SAME RIGHT. FURTHERMORE, YOUR STATUS AS AN AT-WILL TEAM MEMBER MAY NOT BE CHANGED EXCEPT IN WRITING SIGNED BY THE PRESIDENT OR CEO OF MEXICO JOE'S, INC.

TEAM MEMBER INJURIES

The Company considers making the workplace free of hazards a priority and continually evaluates the safety habits of all team members. If you are injured while working, you must immediately inform the Manager on Duty and fill out an incident report form.

TEAM MEMBER RELATIONSHIPS

The Team Member Relationship Policy is in place to avoid the dangers of management fraternization with a subordinate employee, as well as, to help prevent all improper conduct, favoritism, inappropriate use of authority or sexual harassment.

It is the policy of the Company that managers, supervisors or any other team members who have the authority to directly or indirectly affect the terms and conditions of another's

employment, shall not become romantically involved with a subordinate. A dating relationship is said to exist when others within or outside the company believe that a relationship exists. This doesn't have to be a dating relationship in the traditional sense. The relationships prohibited in this policy include dating, 'talking', physical or emotional involvement and/or sexual relations. This does not include, and is not meant to discourage, friendship or social activities among team members. Violations of this policy may result in discipline up to and including termination.

EMPLOYMENT OF RELATIVES

The Company has established a climate of openness, mutual respect, and teamwork. In order to continue this, the Company permits members of the same family to work at the same company except in circumstances where employment would place related people in supervisory and subordinate roles within the same location or in a situation where influence could be exerted, directly or indirectly, on future decisions concerning the status of employment, promotion, or compensation. For example, a server can be related to a cook, dishwasher or a host, and a kitchen supervisor can be related to a server or host, but not a cook or a dishwasher. Relatives are defined as parent, spouse, child, sibling, grandparent, grandchild, aunt, uncle, first cousin, corresponding in-law or "step" relative. If you have any question regarding a possible or current employment of a relative, please contact your manager or Human Resources. Please keep in mind that this policy shall also apply to the hiring of temporary team members when the expected duration of the employment is in excess of 80 hours in a fiscal year.

A change of status occurs when a team member receives a promotion, which puts them in violation of this policy, for example, two team members marry while employed at the same location. When this occurs, one of the team members must leave their employment at that location within 30 days, but may apply for employment with another company managed by Stan Clark Companies, Inc. The choice of who shall separate from the Company shall be the team members'. In the event the team members do not agree with respect to which one shall resign, the team member with the least seniority shall be separated. Please keep in mind that a team member is never assured of being rehired. Any exceptions to this policy must be approved in advance by the President or CEO of the company.

FAMILY AND MEDICAL LEAVE

The Company complies with all requirements of the Family and Medical Leave Act (FMLA). The FMLA provides up to 12 weeks of unpaid leave for you to care for your child after their birth or placement for adoption or foster care; to care for your spouse, child, or parent who has a serious health condition; or for a serious health condition that makes you unable to perform your job. In addition, FMLA may be available to family members of US Soldiers who have a "qualified exigency".

To be eligible a team member must have had at least 12 months of service and have worked at least 1,250 hours in the last consecutive 12 months. Any questions regarding FMLA or eligibility should be directed to the Human Resources Director.

FIRST AID

A first aid kit is provided for treating team members' minor cuts and injuries, as well as, medicine for minor discomforts, such as common headaches. Medicines are provided for team members while on duty only. You should not take medication off site to be taken at a later time. Medicines are not to be given to customers under any circumstances. If a situation occurs where you might come in contact with blood, you must wear disposable gloves and clean the area appropriately with disinfectant to prevent the spread of communicable diseases.

Remember all cuts, sores or wounds to hands or arms must be bandaged and covered with a non-skin-tone-colored waterproof protector before handling food.

The First Aid Kit is located in the check out/break area. Remember if a guest or team member is injured while in or near the restaurant immediately contact the Manager on Duty.

HOURS OF OPERATION

Hours of operation:

Sunday - Thursday 11:00 am – 9:00 pm
Friday - Saturday 11:00 am – 10:00 pm

Note – These hours may vary on certain days throughout the year based on community events, such as OSU game days, and holidays.

Days Closed:

Thanksgiving Eve	Close at 9:00 pm
Thanksgiving Day	Closed
Christmas Eve	Close at 2:00 pm
Christmas Day	Closed

JURY DUTY

Team members, whenever possible, should accept a call to jury duty. If you are called to jury duty, you must inform the General Manager as soon as you are notified so that schedules can be arranged.

LEAVE OF ABSENCE

The Company understands that there may be times in which you may need time away from work lasting longer than a regularly scheduled day off. (This type of leave is different from Family and Medical Leave ("FMLA Leave"). The Company's policy stands to assist team members as much as possible, within the law, while still providing the quality of service required to meet our vision and goals.

The General Manager may grant this leave to a team member. This leave is unpaid and may last up to but cannot exceed 90 days. Once a team member's leave has extended past the 90th day, the team member may be considered to have resigned. The termination date will be the last day the team member worked for the Company.

During the time you are absent from work on an approved leave of absence, you are still required to pay all debts incurred and owed to the Company during that time. All your authorized payroll deductions must be paid in full on the date of payroll distribution (every other Friday).

The maximum amount of Leave of Absence ("LOA") time you are allowed to take in any combination of LOA's, except for those on Military Leave, is 12-weeks in a 12-month time period measured backward from the date your leave of absence begins (rolling period). Should your leave of absence pass the 90th day and termination result, you will be expected to pay all debts owed the Company by the 90th day.

MILITARY LEAVE

The Company understands that there may be times in which you may be required to take time away from work in order to fulfill your U.S. military obligations. Therefore, team members who are inducted into the U.S. Armed Forces or who are reserve members of the U.S. Armed Forces will be granted leaves of absence for military service, training, or other obligations in compliance with applicable laws. You are requested to notify your manager as soon as you are aware of your military obligation.

OPEN-DOOR POLICY

The Company is committed to treating our team members with respect and dignity and to providing them with optimum working conditions and competitive wages. We understand that at times you may have questions, concerns, complaints and suggestions for improvements. We encourage you to speak up and take advantage of the open-door policy our managers follow. We listen to our team members and take their comments seriously. The Company views input from team members whether positive or negative, as an opportunity to improve team member relations, team member/supervisor communications, and job satisfaction.

PARKING

Team members should remember that we are here to serve our guests and in doing so, the best parking spaces should be made available for guest usage. Therefore, team members are expected to park in the city parking lot behind Mexico Joe's on OSU football gamedays. On normal business days, you may park in the back row behind the restaurant. If all these spaces are full, please park on the back row going west. Team members should not park on the east side of the building next to the railroad tracks. At no time is Mexico Joe's responsible for lost or stolen items or damage to your vehicle.

PAYROLL

Each pay period consists of 14 days or two workweeks. The pay period will end every other Sunday, at close. All team members must complete an Automatic Deposit Authorization Form. Funds are available as of the Friday of Payroll. You can complete an electronic advice form and then access your paychecks and W-2s via Intuit's QuickBooks Workforce website at <https://workforce.intuit.com>, otherwise, your deposit advice will be sent to the manager's office at Mexico Joe's for you to obtain.

Overtime - Overtime compensation will be paid to team members who work in excess of 40 hours during the normal workweek at time and a half based on the weighted average rate per hour for that week. This does not apply to team members who are not subject to the minimum wage and overtime provisions of the Fair Labor Standards Act.

Take Note That:

- Payroll questions should be directed to your immediate manager or a member of the

accounting team.

- The company, in accordance with applicable laws, expects that all tipped team members will report all their tips, regardless of the amount. Failure to report tips daily may result in a coaching form and/or discipline up to and including termination.
- Team members are required by law to record and report all net tip income (total tips received less tip-outs). The Company expects team members to keep records of tip income for every shift worked. Tip books are available to facilitate recording tip income.
- Excessive tipping for cash is strictly prohibited.
- Every person who works for the Company as a team member **must** be put on the payroll.
- No payroll advances are allowed.

Mexico Joe's strictly follows all wage and hour guidelines. Under no circumstances should any team member work without receiving pay for their work. Working without reporting hours worked (i.e. working off the clock) is a violation of the law and Company policy. Any team member who believes that they are being required to work in violation of this policy should contact the Director of Restaurant Operations or the HR Director. This policy applies to all non-exempt team members.

PROGRESSIVE DISCIPLINE SYSTEM

It is the policy of the Company to handle all disciplinary and performance deficiency matters in a timely manner, free from emotional overtones or personality differences.

Disciplinary action may result when you perform below standard, when you violate the Company's rules and regulations, or your actions do not adhere to our value statements. Disciplinary actions for violations can be immediate termination, verbal warning, coaching form, suspension, or action plan. We may use the following sequence to address disciplinary actions. Regardless of the steps involved in the disciplinary process (other than termination) you will be informed of possible consequences upon receiving any coaching plan or action form.

- 1) First violation: Team member may receive a Coaching Form.
- 2) Second-violation: Team member may receive a Coaching Form.
- 3) Third violation: May result in an Action Plan.
 - a) An Action Plan typically involves a suspension
 - b) Minimum suspension is five days.
- 4) Fourth violation: May result in Termination

Depending upon the nature of the disciplinary or performance deficiency and other circumstances as may be deemed appropriate, the Company may choose to dispense with one or more of the above-referenced steps in the Progressive Discipline System. The above listing of these disciplinary steps should not be construed as a promise or

guarantee that these steps will be followed in all cases.

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SAFETY FIRST

The company considers making the workplace a safe and clean environment a priority. It is everyone's responsibility to ensure that we prepare and serve our food using the highest sanitation standards possible. Some guidelines for a safer, cleaner restaurant:

- The Safety Data Sheets contain safety information pertaining to the chemicals or cleaning products in the restaurant. A notebook containing these sheets is kept in a yellow folder on the south wall of the kitchen, right outside the managers' office.
- Always use caution when using a knife. Safety gloves are provided for your protection and are required for certain tasks.
- Focus on the task at hand and refrain from any distraction, including discussions with others, that may cause you not to be focused on the safe use of knives.
- Always clean up any spills immediately to avoid any slip and falls. If you cannot attend to the spill at that moment, make someone else aware of the spill and ensure that it is cleaned up.
- Always warn a guest when serving them a hot plate or beverage.
- If you witness a guest or team member accident, no matter how minor, you need to report it to a manager immediately.
- It is important to wash your hands thoroughly to prevent the spread of Hepatitis and other infectious diseases.
- You must wear approved slip resistant, rubber-sole shoes on every shift. These may be purchased at Wal-Mart or through one of our approved retailers. See your manager or Human Resources for more details.
- Should you need additional support or accommodation, you should speak with a manager.
- Use your legs, not your back, when you lift an object.
- Never run or engage in any type of horseplay in the restaurant.
- Keep all exits and aisles clear from obstructions.
- Jewelry items that could potentially get caught in equipment are prohibited.
- Never take glass items into a food preparation area.

Be sure to notify management if you:

- Witness an accident or injury on premises.
- Notice any unsafe conditions.
- Smell smoke
- Notice wobbly chairs.
- Notice machinery that doesn't work.
- Notice protruding nails or splinters.

Fire – If a fire is discovered a supervisor or manager will determine if it is small enough to be contained and if so, they will put it out. If evacuation is necessary, team members will notify guests that they must evacuate and assist them with exiting through the nearest exit. All team members will gather by the cactus pole sign to be accounted for.

Severe Weather – Always be aware on severe weather days and have a plan as to where you will seek shelter should the alarm sound. If a warning is issued, you have the option to leave, but must notify the designated manager on duty and turn in your money. Once the warning is cleared, you must return to Mexico Joe's. All team members that elect to stay will seek shelter in the front and back bus stations and in the hallways if necessary.

SANITATION

Food team members who contact ready-to-eat foods with bare hands are required to acknowledge that they received training in good practices that are intended to reduce the risks of transmitting diseases and infections to the public.

Ready-to-eat Food includes:

- Any food item which does not need to be cooked.
- Any food item that has already been cooked (e.g., a cooked ground meat patty).
- Fruits and vegetables, whether raw or cooked.
- Time/Temperature Control for Safety food that has been cooked and cooled.
- Plant food that does not require further washing and processing.
- Plant food from which rinds, husks or peels have been removed.
- Bakery items for which further cooking is not required.
- Dry fermented sausages, salt cured meats and poultry, dried meat and poultry products (e.g., jerky).
- Thermally processed low-acid foods packaged in hermetically sealed containers.

Risks associated with contacting ready-to-eat-foods with bare hands:

Infected food team members are the source of contamination in more than two-thirds of foodborne disease outbreaks reported in the United States. Most outbreaks involve infected team members who touch their face, mouth or private areas and then handle food (fecal-oral transmission). Likewise, exposed cuts, burns, or boils can result in food contamination. Three factors help in a big way in preventing foodborne illness transmitted through the fecal-oral route, these include exclusion/ limitations of ill food

workers, proper handwashing, and no bare hand (skin) contact with ready-to-eat foods. To provide further safety, when working with ready-to-eat food use suitable utensils such as spatulas, tongs, deli papers, or single use gloves.

To minimize the risk of contaminating ready-to-eat foods with bare hands, food team members must take the following precautions.

1. Wash hands properly.

- Wet hands with soap and warm water.
- Rub hands vigorously for 20 seconds, getting under fingernails and between fingers.
- Rinse under warm running water.
- Dry hands on your own clean towel.
- Turn off water with paper towel and throw towel away.

2. Wash hands often.

- Before placing gloves on hands.
- After touching human body parts.
- After using the restroom, coughing, sneezing, blowing your nose, eating, using tobacco, or drinking. Note – When you use a restroom open to the public always wash your hands in that restroom. This keeps a guest who may have seen you from wondering whether you washed your hands.
- Before and during food preparation when switching between raw food and ready-to-eat foods or as often as necessary to remove contamination and to prevent cross-contamination.
- After engaging in any activity that contaminates the hands (taking out garbage, wiping counters or tables, handling chemicals, picking up dropped items, etc.).

3. Wash hands only in a hand sink.

4. Maintain short clean fingernails.

- No fingernail polish or artificial nails allowed when working with exposed foods.

5. Do not wear jewelry on arms and hands.

- A plain wedding band is allowed.

6. Follow good hygienic practices.

- Wear clean clothes.
- No eating, drinking, or tobacco in food prep areas.
- Wear hair restraints.

All employees are required to report any of the following:

- Symptoms of vomiting, diarrhea, jaundice, a sore throat with fever, or a fever greater than 100.

- With vomiting and/or diarrhea you cannot return to work for 48 hours after your symptoms subside. With a fever, you may return after 24 hours have passed since the last fever without the use of fever-reducing medications.
- A lesion containing pus such as a boil or infected wound that is open or draining.
- A diagnosis of Norovirus, Hepatitis A virus, Shigella species, Enterohemorrhagic or Shiga toxin-producing Escherichia coli, or Salmonella species.
- A positive COVID-19 test or close contact with someone that has tested positive for the COVID-19 virus.
- A reportable past illness (diagnosed within the last three months with Salmonella Typhi).
- Reportable history of exposure to an infection listed above.

SCHEDULING

Every effort will be made to post schedules each week by Thursday night at 5:00 p.m. It is the responsibility of the team member to know their schedule for the next week's shifts regardless of when it is posted. If you have schedule requests, be sure they are submitted in CTUIT Schedules by Monday at 5:00 p.m.

Note that school permanent schedule requests are not honored during school breaks such as holiday and spring break. If you need that time off, you will need to make a new request. Note for school breaks, we ask that you plan to work the first half of the break or the second half so that we can maintain staffing levels and allow everyone time away if they so desire.

Although your managers will attempt to honor schedule requests, not all requests will be granted due to staffing needs and limitations. If you cannot work your scheduled shift, it is up to you to find someone to work it for you. You are not to call a manager until you have contacted all other team members. It is not the responsibility of a manager to cover any shift no matter what the circumstance. If you have a problem beyond your control, you are to contact a manager and discuss the situation. Only a manager can change any policy pertaining to the scheduled shift. Please try to get your shift covered before you call your manager.

If you cannot work your shift for that day, please contact the manager on duty at the restaurant, not just your supervisor. If your reason for calling is due to illness, please see the section on sanitation and note that a doctor's note will be requested based on the length and/or severity of your illness.

SCHEDULE CHANGES

Schedule changes must be approved in CTUIT Schedules by the manager. You are responsible for the shift until it is approved by the manager, even if another employee has told you they will work the shift.

SECURITY

The safety and security of all team members is the utmost priority of Mexico Joe's. Those working late shifts are encouraged to bring their cars to a well-lit, highly visible area after the dinner rush has ended. In addition, we encourage all team members to walk in pairs or groups when exiting the premises after dark. If your safety or security ever feels at risk, please report the suspicious activity to a manager immediately.

Mexico Joe's is not responsible for lost or stolen personal property. Please do not bring valuable items or large amounts of cash to work. Cameras may be used in various work areas for security and safety reasons. Therefore, team members should not expect privacy in work-related areas. When deemed necessary by management, authorized persons may search and inspect both company property and personal items, brought on company premises. By bringing said property (including, but not limited to, purses, backpacks and cell phones) on company premises, you are hereby consenting to allow all items to be searched upon request. Your refusal to cooperate in a search, inspection or investigation will result in disciplinary action, up to and including, termination.

It is company policy to carefully monitor our funds. We consider everyone responsible for payments they accept from customers. Therefore, you will be held responsible for any shortage in your checkout and the amount will be deducted from your payroll check. Please do not walk away from your checkout for any reason prior to submitting it to a manager.

SMOKING AND DIPPING

No use of tobacco products or smoking while on the clock without a manager's permission. No tobacco or smoking, including e-cigarettes and vapor cigarettes, in the building at any time, even when no customers are in the building.

TARDINESS

Mexico Joe's expects each team member to be on time for every scheduled shift. On time to work, means clocked in, in the appropriate uniform and ready to work, not just pulling into the parking lot. If you are more than 5 minutes late for a shift, you may receive a coaching form. Repeat offenders may receive additional coaching, suspension from work or termination. Failing to show up or being more than 60 minutes late for a scheduled shift may result in immediate termination or up to a one-week suspension. Receipt of two suspensions in a 90-day period is grounds for immediate termination.

TEAMWORK

Everyone on the staff must work together to accomplish the same goal:

DELIGHTING OUR GUESTS

When one person is busy serving other guests, or is absent for a minute, then the other team members should step in and perform whatever service tasks are needed. The guest should never be left unattended, ignored, or made to feel insignificant. When this happens, even for a short time, performance suffers and the guest's attitude toward Mexico Joe's is adversely affected.

Teamwork makes everyone's job easier. The competent team member understands his co-workers problems and is quick to help. This willingness to step in when needed is appreciated and recognized by fellow team members. This cooperation is needed to give smooth and excellent service at all times.

TELEPHONES

When answering the phone: **SMILE** and say: "Thank you for calling Mexico Joe's. This is (your name). How may I help you?" ANY CALLS REFERING TO RESERVATIONS OR ACCOMMODATING LARGE GROUPS MUST BE HANDLED BY A MANAGER.

Personal calls are only to be made with management permission. Always be sure someone is covering you before you make any calls. If someone calls for you and the restaurant is busy, a message will be taken. DO NOT expect to receive calls while

working. Please note that while working, non-management staff must have all cell phones turned off. These devices may only be checked and/or used while on break.

TERMINATION

The Company recognizes that termination occurs for a variety of reasons. Some of them will be for voluntary reasons and others will be involuntary. At the same time, we intend to maintain the continued growth and success of the Company through the selection and retention of qualified, productive, and dedicated team members. The intent of this policy is to protect the rights of our team members while, at the same time, protecting the prerogatives of the Company in any termination of employment.

The following policy violations may result in discipline, as management in its sole discretion deems appropriate based on the situation, up to and including termination, even on the first offense:

- Theft of Company property or personal belongings of others.
- Disparaging the company such as criticizing the services it provides to its guests or the quality of its meals and other products is forbidden. Likewise engaging in defamatory remarks against the Company or its management in violation of law is prohibited.
- Questioning a guest about a tip or making comments to a guest concerning a tip is prohibited. Tipping is totally at the discretion of the guest.
- Overcharging a guest by any method, giving away products or failing to charge for products or ringing or failing to ring items in a way that permits you to gain.
- Abusive or disrespectful language towards another team member, vendor or guest. If you have any problems with a guest, get a manager immediately.
- Coming to work under the influence of alcohol or illegal drugs, or consuming either while at work.
- Working while impaired by drugs or alcohol.
- Distributing drugs or alcohol on the premises.
- Discussing your wage with anyone other than your direct supervisor while on the clock.
- If you are under 21 years of age, consuming alcoholic beverages at Eskimo Joe's or Mexico Joe's.
- Knowingly serving alcohol to individuals under 21.
- Defrauding the Company or attempting to defraud the Company.
- Falsifying any document related to the business of the Company.
- Unsatisfactory work performance
- Excessive absenteeism or tardiness.
- Insubordination and/or disrespect to a manager or supervisor.
- Disclosure or unauthorized possession or use of confidential Company information.

- Violation of any company policy or directive from a manager or supervisor.

The preceding list of grounds for termination on the first offense is not intended to include all possible grounds for termination on the first offense. Your employment is at-will, and therefore you may resign at any time with or without cause or notice and Mexico Joe's may terminate your employment at any time with or without cause or notice.

Nothing in this policy, or handbook, is designed to interfere with, restrain, or prevent team member communications regarding the terms and conditions of their employment. Mexico Joe's team members have the right to engage in or refrain from such activities.

Companies managed by Stan Clark Companies, Inc. ("SCC") have the same vision and values; therefore, if you are terminated for cause from one company, then you will automatically be terminated from any other SCC managed company in which you are employed.

JOB ABANDONMENT: A team member who fails to report to work and fails to notify their supervisor of the reason for the absence from work within 24 hours of the start of the shift will be considered to have abandoned their job. In addition, a team member who leaves work without authorization, i.e. walks off shift, is also considered to have abandoned their job. These team members are deemed to have quit and will be terminated immediately.

UNIFORM AND APPEARANCE

All Staff:

- All staff must be clean and present a good impression for the guests when they arrive at work. This includes hair, face, body odor, etc. Hands and fingernails should be kept clean at all times.
- Facial Hair (beards and mustaches) must be kept neatly trimmed.
- Do not wear heavy cologne or perfume to work.
- Shorts and skirts must exceed the length of your fingertips with your arms at your side.
- Appropriate clothing should be worn to ensure that the midriff area is adequately covered at all times. Exposed midriff is defined as the visible area of the abdomen and stomach region between the bottom of the ribcage and the top of the hip bone. This includes but is not limited to the uncovered portion between the waistline and the lowermost point of any clothing worn on the upper body.
- Approved slip resistant shoes and socks must be worn during every shift.

These may be purchased at Wal-Mart (TredSafe Brand), Shoes for Crews, Snibbs, or SRMax. The company has contracted with multiple slip-resistant shoe vendors to allow team members to purchase shoes using payroll deduction. Please go to www.stanclarkcompanies.com to complete an order form. Should you have any questions and/or any issues placing an order, please contact the Human Resources Assistant at (405) 377-0799 ext. 315.

- Visible tattoos are permitted so long as they do not contain harassing, discriminatory, obscene, violent, or threatening words or images. Management does have the sole discretion in determining what is offensive or controversial and may ask the team member to cover their tattoo accordingly. In addition, newly acquired tattoos must be covered with a long sleeve shirt or pants until bandages are no longer needed.

Front of House Staff:

- A Mexico Joe's, Eskimo Joe's, or Eskimo Joe's Promotional Products Group logo'd shirt and a nametag must be worn while working your shift.
- Nail polish is permitted; however, it must be neat and have no chips.
- Hair must be neat and clean. Hair longer than shoulder length must be pulled to the back of the neck if serving food and beverage.
- Sweats, basketball shorts, leggings, yoga pants, tank tops, and hospital scrubs are not permitted.
- Tasteful piercings are permitted. Ear gauging must be smaller than a dime (19mm) and must have a non-clear plug at all times, no tunnels are allowed.
- Wait staff must use a server apron at all times while on the clock.

Kitchen Staff:

- Kitchen staff must wear a hat or bandana, an apron, and a beard guard, if applicable, while working.
- Nail polish and artificial nails are not permitted.

Regardless of the above policies, Management reserves the right in determining appropriate attire and appearance of employees and may at their discretion deem some attire or appearance inappropriate and ask employees to change accordingly. Please understand that attire, tattoos, or appearance that are deemed non-offensive or non-controversial today, could become so tomorrow as the social norms change, at which

time they will be addressed accordingly. In addition, the dress code may be more conservative on occasion due to specific catering events, expected guests, etc.

General Reminders:

- Never chew your fingernails, gum, straws, toothpicks, etc. while on duty.
- Always wear your brightest smile!
- Remember, no one guest is more important than another.
- “You’re welcome,” and “Thank you,” are a must. Always thank each guest that is leaving.
- No leaning. Be alert and ready to work. Watch the entire restaurant.
- Stay calm at all times. Ask for help if you need it.
- If you have a problem, get a manager.
- Your shift is over when the manager says you can leave.
- Do not touch the rim of the glass.
- Regardless of your position, you are expected to willingly and courteously acknowledge our guests and fulfill their requests. Anytime a guest has a request, always answer in the positive, saying “It would be my pleasure!” or “You are very welcome!” We never respond to a guest by saying, “No problem”. It is never a problem to serve our guests!
- You are expected to smile and be friendly and enthusiastic with every guest that enters Mexico Joe’s.

OPERATIONAL POLICIES



ALCOHOLIC BEVERAGE POLICY

It is the Company's policy to conform and abide by local, state, and federal laws concerning alcoholic beverages. Failure to adhere to laws and guidelines will result in the immediate reprimand or termination of any team member involved in any of the following violations:

- A. Selling or allowing alcoholic beverages to be sold, delivered, or furnished to any person under twenty-one (21) or to a person visibly intoxicated, adjudged insane or mentally deficient.
 - 1. Criminal charges may be filed against the server, the Manager on Duty and the customer involved in this type of violation. This liquor violation can also result in the loss of the Company's liquor license. Violators may be subject to imprisonment and fines of up to \$2,500
 - 2. As a server, you are our representative, and you have the right to request proper identification (valid driver's license) of anyone requesting alcoholic beverages. ALWAYS check for proper identification.
- B. Persons under the age of twenty-one (21), or without a server's license, handling alcohol in the bar area.
- C. Consuming or being under the influence of alcoholic beverages while on duty.
- D. Team members serving alcoholic beverages without a current server's license on file in the restaurant.

The last three violations listed above can result in fines of up to \$1,500 and revocation of the Company's license for repeated offenses. Violations of this policy will result in disciplinary action up to and including immediate termination. The preceding list contains only the most common violations. A complete copy of the ABLE rules and regulations is kept in on site and available for your use.

AMERICANS WITH DISABILITIES ACT

It is the Company's policy not to discriminate against qualified individuals with disabilities and to provide reasonable accommodations as required by law to otherwise qualified applicants or team members with disabilities in all employment practices, including job applications, hiring, advancement, job assignments, leaves of absence, transfers, layoffs, demotions, discipline, discharge, compensation, fringe benefits, and job training.

To request reasonable accommodation, the team member should speak with his or her immediate manager or general manager. The team member should indicate the essential

job duty or duties with respect to which accommodation is requested. The team member will be required to provide medical documentation about the specifics needed (i.e. no lifting, no standing for more than 4 consecutive hours, etc.). Then the team member will need to participate in the interactive process to see if an accommodation can be made. This may require additional documentation to be provided. If you have any questions or concerns about this policy or your request, please contact human resources.

DESIGNATED WORK AREAS

To ensure a smooth-running operation, as well as the safety, of everyone, **please stay out of the service areas when you are not working.** Kitchen personnel and wait staff should never be behind the bar. If you are not 21 you are not allowed to eat at the bars.

EQUAL EMPLOYMENT OPPORTUNITY POLICY

Team members should enjoy a working environment that is free from all forms of discrimination, including harassment, because of race, color, sex (including sexual orientation and gender identity), age, religion, national origin, disability, veteran status or genetic information. As an equal opportunity employer, the Company views discrimination as a serious form of team member misconduct which has a negative impact upon team member morale and productivity. The purpose of this policy is not to regulate team member's personal lives or morality. The policy was formulated to protect the Company's team members (both male and female) from unlawful harassment or discrimination.

Discrimination, including sexual harassment and other forms of harassment, undermines the integrity of the employment relationship, therefore, it is our policy to prohibit discrimination and any form of harassment between team members on the basis of race, color, sex (including sexual orientation and gender identity), age, religion, national origin, disability, veteran status or genetic information. There will be a zero-tolerance policy regarding any form of harassment. Violations of this policy, whether intentional or unintentional, will not be permitted and will result in disciplinary action up to and including discharge. This policy will be strictly enforced and applies to actions of all team members, including but not limited to supervisors, co-workers, customers, guests, vendors, and other non-team members with whom team members come into contact in the course of their employment.

DEFINITION OF HARASSMENT

For purposes of this policy, harassment is defined as any form of verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of race, color, sex (including sexual orientation and gender identity), age, religion, national

origin, or disability. Harassing conduct is further defined as conduct which:

- Has the purpose or effect of creating an intimidating, hostile, or offensive work environment;
- Has the purpose or effect of unreasonably interfering with an individual's work performance;
- Otherwise adversely affects an individual's employment opportunities.

DEFINITION OF SEXUAL HARASSMENT

Although it is not easy to precisely define, sexual harassment certainly includes unwelcome jokes of a sexual nature, comments or innuendos, sexual advances, requests for sexual favors, unwanted touching and other verbal or physical (either explicit or implicit) conduct of a sexual nature. Sexual harassment does not refer to occasional compliments of a socially acceptable nature.

FORMS OF PROHIBITED HARASSING CONDUCT

The forms of conduct prohibited by this policy include, but are not limited to, the following:

1. Nicknames, slurs, negative stereotyping, or threatening, intimidating, or hostile acts by phone or in person that relate to race, color, sex (including sexual orientation and gender identity), age, religion, national origin, or disability.
2. Written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of race, color, sex (including sexual orientation and gender identity), age, religion, national origin, or disability that is placed on walls, bulletin boards, or elsewhere on the Company's premises or circulated in the workplace.

PROCEDURE FOR REPORTING

Any team member who is subjected to or who has knowledge of the occurrence of harassment or discriminatory behavior is required to report such harassment or discriminatory behavior in one of the following manners:

- A. Notifying any manager or supervisor, preferably in writing.
- B. Notifying the Corporate Office, contact information is as follows:
Mexico Joe's, Inc.
P.O. Box 729
Stillwater, Oklahoma 74076
(405) 377-0799 Ext. 321

C. The Employee Hotline:

If, for any reason, a team member is unable or does not choose to report the harassment or discriminatory behavior as described in A or B above, then the team member should call Stan Clark Companies, Inc. ("SCC") via the Employee Hotline (1-405-377-2255) to report the behavior to Human Resources.

An Employee Hotline poster can be found near the team member bulletin board. The hotline poster states the Company's policy concerning sexual harassment, discrimination, and other issues as well as the telephone number for the Hotline, which is 1-405-377-2255.

The Company will respond to all complaints of discrimination, harassment, and ethics issues in an appropriate and immediate manner. All complaints and actions taken to resolve such complaints will be treated confidentially. Team members should understand that people who may have pertinent information will be questioned.

PROHIBITION AGAINST RETALIATION

Team members can be assured that no one will be retaliated against for either filing a good-faith complaint or participating in an investigation of discrimination or harassment. Retaliation against anyone who registers a good-faith complaint is strictly prohibited and will not be tolerated. Any team member who feels that they have been retaliated against should immediately report such conduct to any manager, the General Manager, the Director of Restaurant Operations, the Human Resources Director, the President, or the CEO. Any team member who treats a team member adversely because they have reported a claim or participated in an investigation will be subject to disciplinary action, up to and including possible termination.

GUEST COMPLAINTS

If a customer is not pleased with any part of their service or meal try to accommodate them as best as possible. Always let a manager know immediately about any customer complaint, even if you feel you have resolved the complaint. We would like management to talk to any guest that has had a complaint regardless if you feel they are satisfied. If you don't feel comfortable about a complaint situation, or your own actions have not satisfied the guest, get a manager immediately. The manager is the best person to take care of these types of situations.

GUEST INJURIES

The Company strives to make sure its facilities are safe for our guests and team members. In the event of an injury to a guest, it is very important to deal with the situation appropriately. Express your concern for the guest, first and foremost. If a guest is injured while in or near the restaurant, **immediately** contact the Manager on Duty and let the Manager on Duty address the situation. If a guest telephones complaining of food poisoning, to report a fall, or to report some other type of complaint or injury, it is imperative that the Manager on Duty takes the telephone call so that the situation can be dealt with as soon as possible. If the Manager on Duty is not readily available, take the guest's name and telephone number and assure the guest that a manager will return their call as soon as possible. At that time, the team member must immediately find a manager or the Director of Restaurant Operations to contact the guest.

Remember, it is not your responsibility to discuss the merits of the guest's complaint or how the injury occurred - LET THE MANAGER ON DUTY HANDLE THESE TYPES OF DISCUSSIONS.

MEDIA INQUIRIES

Dealing effectively with the media requires special knowledge and skill; only individuals expressly authorized by the Public Relations Director or the CEO may speak on behalf of the Company. When media requests for contact with a Company spokesperson, as well as all questions on matters of policy, procedure or operations are received, the Public Relations Director or the CEO must be contacted immediately.

NON-SMOKING ESTABLISHMENT

Smoking and/or vaping is not allowed inside the building at any time or within 15 feet of any public entrance. Please notify management of any complaints concerning smoking at our establishment. If you observe a guest smoking, ask them to please extinguish their cigarette. If there is a problem always ask a manager for assistance.

RESERVATIONS

Mexico Joe's takes reservations on a very limited basis. **Reservations are only taken by Management.** Refer all group calls or reservation calls to the Manager on Duty. If a Manager is not available, please take the guest's name and telephone number.

SOCIAL MEDIA

Many team members have personal information on social community sites, such as YouTube, Facebook, Twitter, Instagram, Reddit, LinkedIn, and other forms of online publishing, discussion, or communication. This policy is designed to provide guidance for those team members when using such media. However, this policy will continually evolve as new technology and social networking tools emerge.

Team members should be aware at all times of the effect their actions may have on their personal image as well as the image of the Company. A simple guideline to follow is to avoid any use of social media that would be embarrassing if it became known to others at work or in the local community.

While it is a great forum for self-expression, it is important that all Team Members follow these guidelines:

- Team members are ultimately responsible for the content they post. Blogs and other forms of social media communications are individual interactions, not corporate communications. Team members utilizing social media should observe all laws and regulations as they can be held personally liable for their posts. For this reason, they should exercise caution and remember that the information may remain in cyberspace forever and can be used as evidence in court. Team members should use privacy settings when appropriate. Remember, the internet is immediate, and nothing posted is ever truly private, nor does it expire.
- Team members may not engage in personal social media activities during work hours.
- A team member's confidentiality obligations extend to the team member's online activity. Do not post any financial, confidential, sensitive or proprietary information about the Company, any of its guests, co-workers, vendors, etc. If a team member is in doubt about whether they may disclose particular information, the team member should contact their manager, the PR Director, or Human Resources.
- Team members should respect the privacy of others both online and offline and not disclose personal details of others without permission, whether or not such information constitutes "confidential information".
- Official Company social networking sites are authorized and maintained only by the Company's designees. No other Team Member is authorized to create or maintain a social networking application site on behalf of or in representation of the Company.
- As with traditional media outlets and other communications vehicles, no Company Team Member is authorized to speak (represent, post, tweet, etc.)

on behalf of the Company other than officially designated Company representatives.

- The Company prohibits all forms of inappropriate workplace behavior, including but not limited to unlawful discrimination and harassment. If the Company becomes aware of inappropriate online activity, the company will investigate such conduct and respond in an appropriate and immediate manner. Any team member found to have violated any company policy may be subject to discipline, up to, and including termination, even if such conduct was engaged in after-hours or off premises.
- A team member should refrain from making comments that could reflect poorly on themselves or the Company. Social networking sites are not the forum for venting personal complaints about co-workers or the Company. If a team member has work-related complaints, they should address them with their manager or Human Resources. However, nothing in this policy is intended to limit or interfere with a team member's rights under the National Labor Relations Act.
- If a team member views unfavorable opinions, negative comments or criticism about themselves or the Company, they shouldn't try to have the post removed or send a written reply that will escalate the situation. They should notify their manager or Human Resources immediately.
- Team members should be aware that they are not anonymous when they make online comments. Information on networking profiles is published publicly. Even if they posted it anonymously or under a pseudonym, their identity can still be revealed.
- A team member is not required to be online "friends" with his or her manager, and a manager is not required to be online "friends" with his or her team members.
- Team members should exercise sound judgment and common sense, and remember if there is any doubt, DO NOT POST IT. If a team member thinks what they are about to post is inappropriate, then they shouldn't hit the "send" button. Remember, that what a person publishes belongs to them – as is the responsibility. So, they should always be sure before they post.

If a team member believes this policy has been violated, the team member should report the violation to a manager or Human Resources. Misuse of social networking and/or failure to abide by the Company's Social Media Policy will result in disciplinary action, up to and including immediate termination of employment. Nothing in this or any other policy alters the at-will status of any team member's employment.

WEAPONS

The Company strictly prohibits possession of weapons of any type by team members during working time or any Company-sponsored event or on the Company's property,

including parking lots. This includes both visible and concealed weapons and those for which the owner has obtained the necessary governmental permits. While this list is not all encompassing, weapons are further defined to include firearms, knives, explosives or any other deadly weapon or object.

NOTE: POSSESSION OF A CONCEALED HANDGUN PERMIT DOES NOT ALLOW YOU TO BRING A FIREARM OR ANY OTHER WEAPON ON COMPANY PROPERTY, EXCEPT IN A LOCKED VEHICLE. MOREOVER, VIOLATIONS OF THIS POLICY WILL BE SUBJECT TO TERMINATION AND/OR CRIMINAL PROSECUTION.

Any team member who has knowledge that a team member, visitor or non-team member is in *possession* of a weapon on Company's property, or of any other violation of this policy, should immediately notify a manager.

EMPLOYEE CERTIFICATE

This Employee Handbook was created especially for the team members of Mexico Joe's, Inc. (the "Company"). It is designed to give you a better understanding of your work, responsibilities, and opportunities with the Company. This Employee Handbook, however, cannot anticipate every situation, or answer every question, which might arise concerning your situation, or answer every question, which might arise concerning your employment. Individual circumstances may call for individual attention. In addition, this Employee Handbook is not to be considered an employment contract and is not intended to alter the employment at-will relationship between the Company and its team members.

In order to retain flexibility in the administration of policies and procedures, the Company reserves the right to change or review the content of this Employee Handbook when the Company determines such action is necessary. Any suggestions you may have about the policies set forth in this Employee Handbook are welcomed.

In your new hire paperwork, you signed, or will sign, your name to indicate your receipt of the Mexico Joe's, Inc. Employee Handbook. By signing this certificate, you hereby acknowledge that it is your responsibility to read and comply with the policies contained in the Employee Handbook and to inquire about any policy that you do not understand.