



EMPLOYEE HANDBOOK

“At will” Employment Relationship

The policies within this handbook and offer of employment are not contracts of employment and do not create an express or implied promise or guarantee of employment for a fixed term. Any policies do not alter the "employment at will" relationship in any way. “Employment at will” means that either the employee or the Company may terminate the employment relationship for any reason or without cause or reason at any time, with or without notice.

Employees who have any questions concerning the contents of any policy are encouraged to contact their manager, Dan Shouvlín or Pam Ball at the Corporate Office.

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INTRODUCTION

Owners: Dan Shouvin
Michael “Frenchy” Preston

CEO: Pam Ball

Director of Operations: Greg Lore

Corporate Office: Clear Sky Corporate Office
419 East Shore Drive
Clearwater Beach, FL 33767
(727) 449-2729
(727) 231-0677 (fax)
E-mail address: pam@frenchysonline.com

LOCATION AND AFFILIATE INFORMATION

Restaurant Locations:

Location 1: Clear Sky Beachside Cafe
490 Mandalay Avenue
Clearwater Beach, Florida 33767
727-442-3684

Location 2: Clear Sky Draught Haus
688 Main Street
Dunedin, FL 34698
727-286-6266

Location 3: Clear Sky on Cleveland
418 Cleveland Street
Clearwater, FL 33755
(727) 446-4844
(727) 461-7759 Fax

Although there are several entities bearing the name "Clear Sky", each is a separate corporation and business. This manual serves as basic guidelines for all locations and certain policies may differ per location such as dress code and privileges. Any privileges you have only apply at the location where you work. If you move from one location to another for any reason, you will start as a new employee and be responsible for abiding to that particular location's procedures.

TO THE EMPLOYEE

As an employee, it will be your responsibility, as well as ours as an employer, to make the duration of your employment successful. We will try to make the time you spend with us as rewarding as possible; and in return, ask your cooperation in abiding with the following procedures. If you have any questions regarding your employment or any portion of the policies or procedures, please ask.

Please check your paychecks to ensure that we have the correct spelling of your name and your full address (including apartment number and zip code). To avoid any delay in receiving your yearly W-2, be sure to submit all address and/or name changes on the appropriate form to the corporate office as soon as possible. Forms may be obtained from your manager.

This Employee Manual is not a contract of employment, nor is it intended to create contractual obligations of any kind. Further, this manual is not to be considered as either an express or implied contract between any Clear Sky Restaurant or entity and the employee.

Your employment is on an “at will” basis, which means that either you, the employee, or the employer may terminate the employment relationship at any time, for any reason, with or without cause. Only a written agreement, signed by Dan Shoumlin or Michael Preston can change the “at will” nature of the employment of any individual.

The policies and procedures outlined in this manual will be applied at the discretion of Clear Sky. Clear Sky reserves the right to deviate from the policies, procedures, benefits, and working conditions described in this manual. Furthermore, the company reserves the right to withdraw or change the policies, procedures, benefits and working conditions described in this handbook at any time, for any reason, and without prior notice.

Your employer will make every effort to notify employees when an official change in policy or procedure has been made but employees are responsible for their own up-to-date knowledge about policies, procedures, benefits and working conditions.

OPEN DOOR POLICY

At all Clear Sky Restaurants, we take pride in our open door policy. We encourage you to bring your questions, suggestions and complaints to our attention. We give careful consideration to your comments in our continuing effort to improve operations.

If you have a problem, present the matter to your direct supervisor or manager first. If the problem remains unresolved or is unsatisfactorily addressed, feel free to contact Dan Shoumlin. If you are still not satisfied, contact the corporate office to schedule a meeting with Pam Ball.

EQUAL EMPLOYMENT POLICY

We are an equal opportunity employer and do not base our employment or application decisions on race, color, religion, sex, national origin, age, disability, sexual orientation or marital status. We will not tolerate any unlawful discrimination and no Clear Sky employee shall engage in any such prohibited conduct.

Clear Sky management is responsible for ensuring that we comply with this policy. If you feel any Clear Sky employee has unlawfully discriminated against you, report this ***immediately*** to your manager or Dan Shouvlin. If you do not want to talk directly to your manager, you can make an appointment to talk to Pam Ball. (Please refer to our “open door policy” on page 5.) No one will be subjected to, and Clear Sky prohibits, any form of discipline or retaliation for reporting incidents or pursuing any such claim. If you don’t tell us, we can’t help you or fix it.

ANTI-FRATERNIZATION POLICY

Clear Sky recognizes that when people work closely together, a mutually consensual romantic relationship may occur. Clear Sky recognizes that such relationships can create the appearance of special treatment or favoritism.

For these reasons, Clear Sky prohibits all employees from dating or engaging in a romantic relationship with their supervisor/manager or any employee they supervise.

If such a consensual romantic relationship does develop between an employee and an employee he/she supervises, one or both parties will be required to leave the employment of the restaurant in question. At the discretion of Clear Sky one of the individuals involved in the relationship may be subject to transfer or termination of employment. If transfer or termination is appropriate, to the extent possible, Clear Sky will give individuals involved in the relationship the opportunity to select one employee in the relationship who will be subject to a change in employment status (transfer or termination). If the individuals involved in the relationship decline to make this decision, Clear Sky will do so. Any transfer will be handled in the same manner as any other transfer between restaurants and no special consideration or concessions will be given.

Clear Sky will require the transferring employee(s) and/or manager(s) involved in the consensual romantic relationship to execute a document stating that their relationship is consensual and that one or both wish to transfer to avoid violating Clear Sky anti-fraternization policy. The person(s) moving to another location will start as a new employee and be responsible for abiding by that particular location’s procedures.

POLICY PROHIBITING HARASSMENT OR DISCRIMINATION

It is the policy of Clear Sky to maintain a work environment free from illegal harassment or discrimination. Each individual has the right to work in a professional atmosphere which prohibits discriminatory practices, including sexual harassment and harassment based on race, color, religion, national origin, sex/gender, age, handicap, disability, genetic information or any other category protected by law. ("Protected Characteristic") Harassment, whether verbal, physical, or environmental, is unacceptable and will not be tolerated by Clear Sky. The purposes of this policy against harassment is to educate all employees about what may constitute harassment, to notify all employees that Clear Sky will not condone or tolerate harassment, and to establish a procedure which encourages anyone who feels they have been subjected to harassment to report such conduct to representatives of Clear Sky as defined below, who will investigate and respond to any report.

Definition of Harassment Based on Protected Characteristic

Harassment is verbal or physical conduct that denigrates or shows hostility or aversion towards an individual because of a protected characteristic. For example, racial harassment includes harassment based on an immutable characteristic associated with race (e.g., skin color or facial features). Religious harassment may include demands that an employee alter or renounce some religious belief in exchange for job benefits; and sexual harassment is defined more specifically below. The Company's policy is to prohibit behavior based on a person's race, color, religion, sex, national origin, age, handicap or disability that: (1) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (2) has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities.

Regardless of whether any single instance of improper behavior described below rises to the level of harassment prohibited by law, it is the Company's policy that such behavior is inappropriate and offensive, and it will not be tolerated. Examples of behavior that violate this policy and may constitute harassing conduct include, but are not limited to:

- Epithets, slurs, quips, or negative stereotyping that relate to race, color, religion, sex, national origin, age, handicap, disability, or any other category protected by law;
- Threatening, intimidating or hostile acts that relate to race, color, religion, sex, national origin, age, handicap or disability;
- Written or graphic material (including graffiti) that denigrates or shows hostility or aversion toward an individual or group because of race, color, religion, sex, national origin, age, handicap or disability and that is placed on walls, bulletin boards, or elsewhere on the Company's premises, or circulated or displayed in the workplace; or
- "Jokes", "pranks" or other forms of "humor" that is demeaning or hostile with regard to race, color, religion, sex, national origin, age, handicap or disability.

Definition of Sexual Harassment

Sexual harassment includes unwelcome or unwanted sex based conduct: (1) when an employee's submission to or rejection of this conduct affects decisions regarding hiring, evaluation, promotion or any other aspect of employment; or (2) when such conduct substantially interferes with an individual's employment or creates an intimidating, hostile or offensive work environment.

The Company prohibits any inappropriate or offensive behavior including, but not limited to:

- coerced sexual acts;
- express or implied demands for sexual favors in exchange for favorable reviews, assignments, promotions, continued employment, raises or promises of continued employment;
- touching or assaults' an individual's body;
- graphic, verbal commentary about an individual's body or sexuality;
- unwelcome or offensive sexual jokes, sexual language, sexual epithets, sexual gossip, sexual comments or sexual inquiries;
- unwelcome flirtations, advances, or propositions;
- sexually suggestive, or obscene comments or gestures;
- the display in the workplace of graphic and sexually suggestive objects, pictures or graffiti;
- negative statements or disparaging remarks targeting at one sex (either men or women), even if the content of the verbal abuse is not sexual in nature; or
- any form of retaliation against an employee for complaining about the type of behavior described above or supporting the complaint of an alleged victim.

The type of behavior described above as examples of sexual harassment or harassment based on race, color, religion, sex, national origin, age, handicap or disability is unacceptable not only in the workplace, but also in other work-related settings such as business trips or business-related social events.

Individuals Covered By This Policy

This policy covers all Clear Sky employees. Any type of harassment, whether engaged in by fellow employees, supervisors, or by non-employees with whom the employee comes into contact in the course of employment (*e.g.*, customers or vendors), violates this policy and will not be tolerated. Clear Sky encourages the reporting of all incidents of harassment, regardless of whom the offender may be.

Reporting And Investigating A Complaint

Clear Sky encourages individuals who believe they are being harassed to firmly and promptly notify the alleged offender that his or her behavior is offensive or unwelcome. Whether or not you choose to discuss the incident with the alleged offender, we ask that you report the incident to your manager or Dan Shoumlin. We encourage prompt reporting of complaints so that rapid and appropriate action may be taken. If you are not comfortable reporting the incident with your manager, you should report the harassment directly to Pam Ball. Again, we want you to feel free to use our “open door policy” (see page 5).

Clear Sky also encourages individuals to report under this policy perceived acts of harassment by non-employees, such as vendors, customers, service providers and any other non-employees. Those reports should also be made to any of the persons(s) listed above.

All allegations of harassment will be promptly investigated. Clear Sky will endeavor to maintain confidentiality throughout the investigatory process to the extent practical and appropriate under the circumstances. Clear Sky, however, has an obligation to act on all information it receives if it believes an individual may be engaging in wrongful conduct or violation of law.

Our immediate goal is to take prompt remedial action to stop the discriminatory, harassing or offensive conduct if a violation of this policy is found. Our second goal is to assure that the violation will not reoccur. Even where a violation is not found, it may be appropriate to counsel individuals regarding their behavior.

Additionally, any manager or supervisor who observes harassing conduct must report the conduct to Pam Ball so that an investigation can be made and corrective action taken, if appropriate.

Disciplinary Action For Violating This Policy

If the Company finds that this policy has been violated, the violator will be subject to appropriate disciplinary action. Although the specific corrective and disciplinary actions against the alleged violator will be within Clear Sky discretion, it may include: verbal or written reprimand; referral to appropriate counseling; withholding of a promotion or bonus; reassignment; temporary suspension; and/or discharge.

Non-Retaliation

This policy prohibits retaliation against any employee who in good faith raises a complaint or provides information concerning conduct that the individual reasonably believes violates this policy. Retaliation is a serious violation of this policy, and anyone who believes they have been subject to retaliation should promptly report the concern to the individuals listed above. Any person who is found to have retaliated against another person in violation of this policy will be subject to disciplinary action.

Requesting a Reasonable Accommodation

Clear Sky complies with the Americans with Disabilities Act (ADA), as amended by the ADA Amendments Act (ADAAA), and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities.

If you believe you need an accommodation because of your disability, you are responsible for requesting a reasonable accommodation from your manager. You may make the request orally or in writing. Clear Sky encourages employees to make their request in writing and to include relevant information, such as:

- A description of the accommodation you are requesting.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your oral or written request, Clear Sky will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Clear Sky encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, Clear Sky is not required to make the specific accommodation requested by you and may provide an alternative, effective accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on Clear Sky. Individuals will not be retaliated against for requesting an accommodation in good faith.

PROBATIONARY PERIOD

For the first ninety days (90) of work you are in a probationary period, which allows both you and us to see whether you are right for the job. After the probationary period you will receive a performance appraisal by a manager. Occasionally, managers may extend the probationary period for up to ninety days (90) more due to training, illness or for other conditions.

If you begin as a temporary full or part-time employee and are later hired into a full-time position, the time you have worked as a temporary employee counts towards your probationary period.

PUNCTUALITY AND ATTENDANCE

Supervisor Notification:

Clear Sky expects you to be on time and ***“Ready for work”*** for your shifts. Ready for work means that you have on the appropriate uniform, you are off of your cell phone, you are clocked in and your section is properly set up for service. If you are going to be late, for any reason, make sure you speak directly with a manager. Reporting to another employee may result in miscommunication and in turn, your tardiness will be considered unexcused. If you are going to be absent for more than a day due to illness or any other reason, you must contact the Manager on Duty as soon as possible on the first day and continue to call in daily. This allows the manager to cover for your duties until you return. Failure to call is grounds for dismissal. In certain cases, the manager may request a doctor's note to substantiate your absence due to illness and your ability to return to work. A doctor's note is required if you miss three consecutive shifts or if you miss any shifts during a black out period regardless of the duration.

Evaluating Attendance and Punctuality:

As your manager monitors your attendance, he or she will discuss excessive or abnormal absence, including leaving early and/or lateness with you in order to correct any problem. Particular attention is paid to the following areas:

- Reasons for absence or lateness
- Total number of days absent or late
- Number of continuous periods of absence or lateness
- Examples of patterns of absence or lateness include absences on Monday or Friday, after other days off, or the day after payday.

POLICIES AND PROCEDURES

THE NUMBER ONE RULE IS TO GET A MANAGER!!! IF YOU HAVE ANY TYPE OF PROBLEM WITH A CUSTOMER, ORDER, FOOD ETC... NOTIFY A MANAGER. VIOLATION OF THIS RULE WILL RESULT IN DISCIPLINE UP TO AND INCLUDING TERMINATION.

Appearance: This is for everyone including male, female, front of the house and back of the house.

- **Body:** Under arm hair must be concealed.
- **Hair:** Long hair must be pulled back and maintained. No extreme color or style. (To be determined by management.)
- **Facial:** Must be neatly trimmed and maintained.
- **Nails** Must be kept clean and manicured. No extreme length or color.
- **Uniforms:** Uniforms must be worn clean and neat at all times.
- **Shoes:** **SLIP-RESISTANT soles are MANDATORY.**
- **Jeans:** No jeans.
- **Shirts:** No bra straps or midriff showing.
- **Name Tags:** Name tags are to be worn and visible at all times.
- **Glasses:** No dark lenses. Clear UV protection lenses when working outside or prescription eye wear only.
- **Jewelry:** No excessive jewelry or pierced jewelry on face.
- **Tattoos:** No visible "extreme" tattoo art.
- **Hats** No hats.
- **Odor:** No excessive body odor, perfume, after-shave, etc.
- **Other:** Additional uniform requirements for your location will be discussed with you upon your employment.

Clear Sky reserves the right to send home any employee not complying with the standards of a family atmosphere that Clear Sky portrays. Violations will be documented. Continued non-compliance can result in termination.

Bar Policy:

- No employees may sit at the bar.
- No uniforms may be worn.
- If you leave and come in as a patron, you are expected to act in a business-like manner, this includes tipping. You cannot come in within two hours of your shift. Anyone not following basic bar rules can and will be terminated: i.e., intoxication, rudeness, fighting, leaving with alcohol, etc.
- Employees will not receive a discount on liquor but will receive a 15% discount on food for the employee only when they come in off duty.

**Only the on-duty bartenders, bar backs and managers are permitted behind the bar before during and after business hours.

Change in Availability:

If you go from full-time to part-time employment, management must approve the change. Not all requests can be guaranteed to accommodate the days, nights and times an employee needs to work. There is a minimum requirement of three (3) shifts per week. Anything less on a permanent basis will have to be approved in writing by management and only approved for extreme circumstances and at the discretion of management. Any benefits and privileges will also be adjusted to part-time status.

Checking IDs:

Clear Sky reserves the right to refuse service to anyone. Be aware and strictly obey all liquor laws. Always check ID of anyone you suspect is under the Florida legal drinking age of 21. Understand that the person must have a valid picture ID. (Books are available behind the bar.) If you have any questions regarding the validity of the ID, bring it to the attention of your manager. Any problems a customer might give you should also be brought to your manager. Serving a minor is unlawful and you are responsible. If you serve a minor or a guest with improper or no identification, you will be terminated immediately. Not only are you jeopardizing the restaurant, Clear Sky license, and other employees, you are subjecting yourself to fines and possible jail time. The law is behind you; so don't be afraid to ask for an ID, even if the person says someone else has checked it; Check it again. If you have a problem with a customer, let your manager handle it. If a guest moves to your table, bar or section and already has a drink, it is YOUR responsibility as the new server to verify the ages of the guests.

Anytime you feel a guest has had enough to drink, inform your manager and let them handle the situation. Please be aware that it is your responsibility to monitor the amount of alcohol a guest is served and if you knowingly over-serve a guest, you may be terminated. If a guest is conducting himself or herself in a manner that is disruptive or abusive to you and/or other guests, please bring this to your manager's attention immediately.

Customer Complaints and Reports:

First customer complaint you will receive a written warning.
Second customer complaint constitutes time off.
Third customer complaint is grounds for termination.
Above is contingent on severity of incident.

Drugs and Alcohol:

Do not use drugs, marijuana or alcohol prior to or during your shift. Clear Sky has a zero tolerance policy.

Outside Employment:

Outside employment should in no way reflect unfavorably on or compete with Clear Sky. Conflicts of interest and the appearance thereof are strictly prohibited.

Parking:

Do not park in the lot directly behind the restaurant on Laura street. This space is reserved for customers and your vehicle may be towed at your

expense. If you are not sure where you can park, ask your manager.

Personal Item Search:

Management reserves the right to inspect all personal items brought onto Clear Sky property, such as but not limited to, back packs, knapsacks, bags and purses.

Smoking:

Smoking during your shift is discouraged. Smoking is **NEVER** allowed anywhere indoors per the Florida Clean Air Act. This includes all areas that are used to store food and/or beverages. Front of the house employees with customers currently dining in the restaurant are not allowed to take a smoke break. A manager must approve all smoke breaks.

Telephones:

NO PERSONAL PHONE CALLS WHILE ON DUTY. Any personal calls may be made on your break in designated areas. Emergencies will be handled accordingly. If there is a special circumstance, talk to your manager before your shift for specific instructions.

*Discontinue all cell phone use before you walk through the door.

ALL CELL PHONE USE IS PROHIBITED WHILE WORKING. This includes text messages. While you are permitted to bring your phone onto Clear Sky property, you must keep it in designated areas only and may not use your phone for any reason while on the floor or in the kitchen. You are not to carry your phone with you. It is not part of your uniform.

Telephones (continued):

ANSWERING THE TELEPHONE: Answer the phone promptly and courteously in the following manner: *"Thank you for calling Clear Sky (your restaurant), this is (your name) how may I help you?"* If you must put the caller on hold, make sure you follow up with the caller so they do not stay on hold for a long period of time. In other words, don't just put them on hold and forget about them.

If a customer is calling with a problem, immediately refer them to a manager or the corporate office. Under no circumstances take matters into your own hands.

TO GO ORDERS VIA TELEPHONE: Make sure the caller knows which Clear Sky Restaurant they are calling to ensure the proper pick up of their food. Don't forget to get the customer's name and telephone number. If you have any concerns about taking a to-go order, refer the call to the manager.

Walkouts:

You are responsible for your guests and may face discipline for walkouts. A third walkout is grounds for dismissal.

CONDUCT GUIDELINES

Employees are expected to act in a business-like manner. Strive to be polite to customers and coworkers. You can be terminated for engaging in certain forms of misconduct listed below but are not limited to:

Grounds for Immediate Dismissal:

- Adjusting a tip on a voucher
- Confronting a customer about a tip
- Complaints from customers
- Disparaging customers of Clear Sky
- Publishing or posting information about customers of Clear Sky, this includes posting/publishing receipts or disclosing the identity of a customer online.
- Asking to take non-work related photos with customers or requesting non-work related autographs from customers or otherwise invading our customer's privacy while they are in our restaurant.
- Destruction of Clear Sky property or any of Clear Sky employee's or customer's property
- Excessive tardiness
- Falsification of employment application
- Harassment of employees, customers, or anyone else on Clear Sky property
- Insubordination
- Missing a scheduled shift without approval
- Numerous written warnings
- Sale, use or possession of drugs on premises at any time
- Theft of property or monies
- Theft or deception (Giving away food, drinks, T-shirts, etc.)
- Unsatisfactory work performance
- Use of drugs or alcohol during or before shift
- Ordering a personal meal without ringing it in. Verbal orders to the kitchen are strictly prohibited. Managers must enter all employee meals.

This list obviously does not identify every possible term of misconduct which could result in discharge. Furthermore, management will exercise discretion in dealing the appropriate disciplinary action including legal action. If an employee receives three write ups in a one year period they will be up for an employee review that may result in termination.

Other Serious Infractions:

- Being intoxicated and/or acting out of control on the property
- Chewing gum while on the floor
- Clocking out or leaving the floor with guests at your tables
- Eating during your shift
- Eating food off customers' plates
- Eating or smoking in kitchen and food prep areas
- Giving away tables without consent of the Manager on Duty
- Leaving the kitchen without running food
- Leaving the property while you are on the clock
- Not ringing up food or drinks first
- Not wearing the proper uniform or wearing forbidden items
- Parking in non-designated parking areas

GUEST CHECK PAYMENT TYPES

Debit/Credit Cards:

- Any customer that disputes his/her charge and we get charged back from the bank, you may face disciplinary action up to and including termination.
To minimize this risk:
- All charge and debit cards must be swiped. If the card swipe is not accepted, as well as manually keying in the credit card number into Micros, make a manual imprint of the card. It is imperative that you get a clean impression of the credit card number and expiration date. You should also ask for identification when the customer signs the slip. (Ask management for imprint machine.)
- Make sure you charge the correct customer for the correct meal. Take extra care when you are running two or more charge cards.
- Any voids after a Debit Card has been authorized will hold the customer's funds for 3 – 5 business days even after being voided. In this case you should tell the customer your mistake and explain this to them. If they have any problems with this let the manager handle it.
- Check signature on the charge receipt with signature on card.
- If the gratuity is included (parties of 8 or more), confirm with guest that gratuity has been included in the total of the unsigned merchant copy being presented. If the guest leaves **ANY additional amount** on the tip line, you must have the guest initial the amount.
- If you have any question on the validity of a card, have your manager call the charge card help desk for authorization. Don't be afraid to ask for picture ID.
- If you are unsure on the proper procedure for splitting a check and processing multiple charge cards for one check ask for help from the manager. If the proper procedure is not followed resulting in any dispute(s), you may face discipline up to and including termination of employment.
- Please be aware that if you close a debit or credit card with the incorrect amount, and Clear Sky is liable for those charges, you may face discipline up to and including termination of employment. If you are unsure of the correct procedure for debit or credit cards, it is your responsibility to ask for help from your manager.

Gift Cards:

- If a customer does not use the total value of the gift card, they are entitled to the balance on the card. Give the card back for future use.

SOCIAL MEDIA POLICY

At Clear Sky, we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

This policy applies to all associates who work for Clear Sky, or one of its subsidiary companies.

Managers and supervisors should use the supplemental Social Media Management Guidelines for additional guidance in administering the policy.

GUIDELINES

In the rapidly expanding world of electronic communication, *social media* can mean many things. *Social media* includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with Clear Sky, as well as any other form of electronic communication.

The same principles and guidelines found in Clear Sky policies and three basic beliefs apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow associates or otherwise adversely affects members, customers, suppliers, people who work on behalf of Clear Sky legitimate business interests may result in disciplinary action up to and including termination.

Know and follow the rules

Carefully read these guidelines and the Employee Handbook, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Be respectful

Always be fair and courteous to fellow associates, customers, members, suppliers or people who work on behalf of Clear Sky. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our dispute resolution procedures than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, members, associates or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or company policy.

Be honest and accurate

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about Clear Sky, fellow associates, members, customers, suppliers, people working on behalf of Clear Sky or competitors.

Post only appropriate and respectful content

- Maintain the confidentiality of Clear Sky trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, identities of customers, details of transactions with customers, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications.
- Do not create a link from your blog, website or other social networking site to a Clear Sky website without identifying yourself as a Clear Sky employee.
- Express only your personal opinions. Never represent yourself as a spokesperson for Clear Sky. If Clear Sky is a subject of the content you are creating, be clear and open about the fact that you are an associate and make it clear that your views do not represent those of Clear Sky, fellow associates, members, customers, suppliers or people working on behalf of Clear Sky. If you do publish a blog or post online related to the work you do or subjects associated with Clear Sky, make it clear that you are not speaking on behalf of Clear Sky. It is best to include a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of Clear Sky.”

Using social media at work

Refrain from using social media while on work time or on equipment we provide, unless it is work-related as authorized by your manager or consistent with the Company Equipment Policy. Do not use Clear Sky email addresses to register on social networks, blogs or other online tools utilized for personal use.

Retaliation is prohibited

Clear Sky prohibits taking negative action against any associate for reporting a possible deviation from this policy or for cooperating in an investigation. Any associate who retaliates against another associate for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Media contacts

Employees should not speak to the media on Clear Sky behalf without contacting Dan Shoumlin or the corporate office. All media inquiries should be directed to Dan Shoumlin or the corporate office.

SAFETY

Work Area Conditions

Everyone is responsible for keeping our working conditions safe and healthy. Managers have the primary responsibility and all employees are expected to help. We ask all employees to keep work areas free of unsafe or hazardous conditions. If any such conditions exist, employees should try to fix the safety hazard, and then report them immediately to the manager.

Worker's Compensation:

You are covered through a Worker's Compensation policy. If an on-the-job injury occurs, you are to report it immediately to your supervisor. If immediate medical attention is needed, you will be directed to the proper facility. A "First Report of Injury" will be filed as soon as possible. An investigation will occur to determine how the accident occurred and to assess any form of negligence. Clear Sky reserves the right to give permission to the treating medical facility to administer drug and/or alcohol testing needed to assist in the investigation of any accidents. Our Worker's Compensation carrier handles all claims directly. For further information regarding this policy, you should refer to the worker's compensation policy provided by our worker's compensation carrier. Any fraudulent claims will be prosecuted and employee will be terminated.

DRUG ABUSE POLICY

We comply with the Drug Free Workplace Act of 1988. Our policy prohibits the manufacturing, as well as the sale, distribution, possession, use or being under the influence of illegal drugs on the job. In addition, we require employees to notify their manager of any conviction of a criminal drug statute violation, no later than five days after such a conviction.

Grounds for Termination:

Do not use, sell, purchase, pass or possess illegal drugs or controlled substances on your shift or on Clear Sky property. No excuses. Violation of this policy will lead to immediate termination.

CONFIDENTIALITY

Employees must keep Clear Sky business planning, recipes and other confidential and proprietary information confidential. Business planning information includes information regarding the development of restaurants, recipes, processes, products, know-how and technology. None of these proprietary or confidential items are to be taken, copied, disclosed or used without Clear Sky written consent.

Many customers of Clear Sky value their privacy (particularly those that are famous). In order to respect our customers, Employees must keep information about individual customers private. Employees should not publish/post the identities of customers, copies of receipts from customers, or other information about customers.

Any breach of confidentiality can result in discipline up to and including dismissal.

NO SOLICITATION/DISTRIBUTION RULE

To avoid disruption of business activity, Clear Sky prohibits solicitation and distribution of non-business materials by employees during their working time or when it might interfere with other employees during their working time. Solicitation and distribution of non-business materials by employees are also prohibited at any time in customer service areas. Sales of merchandise by employees are prohibited at all times on Clear Sky premises.

Solicitation, distribution and sales by outside persons or organizations are prohibited without the approval of Clear Sky.

EMPLOYEE BENEFITS

Health Insurance:

An employee who is classified as full time and consistently works a *continuous* full time schedule (**average of 30 hours per week or more**) is eligible for health insurance and will be offered insurance on the first day of the month following one year of service after the employee meets the full time employment requirement. After qualifying, Clear Sky will pay a portion of the cost of the health insurance for the employee only. Employees must pay the full cost of coverage for dependent coverage. The employee's portion of the insurance premiums will be deducted from the employee's paycheck weekly. To acquire health insurance, you can pick up all appropriate forms at the corporate office.

Special Enrollment Periods:

If you are declining enrollment for yourself because of other health insurance coverage, you may, in the future, be able to enroll provided that you request enrollment within 30 days after your other coverage ends. (If the other coverage is Cobra continuation coverage, the Cobra coverage must be exhausted before you can become eligible under this plan.)

Continuation of Medical Insurance:

Under the federal law known as "COBRA," Clear Sky provides you with certain rights to continue your health care coverage, at your expense, for a specified period upon the occurrence of certain qualifying events, such as termination or reduction of hours to part-time status.

Dental Insurance:

After one year of continuous employment, working an **average of 30 hours per week or more**, you are eligible for dental insurance. Clear Sky does not pay for dental insurance and employees are responsible for all costs. All charges are deducted from the employee's paycheck weekly.

Vision Insurance:

After one year of continuous employment, working an **average of 30 hours per week or more**, you are eligible for vision insurance. Clear Sky does not pay for vision insurance and employees are responsible for all costs. All charges are deducted from the employee's paycheck weekly.

VACATIONS

Employees are eligible after 12 months of *continuous* full-time employment. Definition of “full-time” is **AVERAGING 30 HOURS PER WEEK OR MORE**. **EMPLOYEES WORKING LESS THAN AN AVERAGE OF 30 HOURS PER WEEK DO NOT QUALIFY FOR VACATION PAY.**

Paid vacation benefit schedule for non-management employees:

- After 1 year of continued full-time employment: 1 week
- After 2 years, and all consecutive years of full-time employment: 2 weeks

Pay calculated as follows:

- Hourly rate multiplied by the average hours you have worked per week within the past twelve months, not to exceed 40 hours per week.

Paid vacation benefit schedule for management employees (must be taken in one week increments):

- After 1 year of continued full-time employment: 1 week
- After 2 years of continued full-time employment: 2 weeks
- After 5 years of continued full-time employment: 3 weeks
- After 20 years, and all consecutive years of full-time employment: 4 weeks

Vacations must be taken within the calendar year in which they are earned. Management employees must use all of their vacation time.

It is the employee's responsibility to notify management *in writing* of all vacation requests and receive approval by management before a check can be issued. The following are considered Clear Sky black-out periods for any time off.

- Any holiday weekend
- February 15th through Mother's Day
- December 26th through January 7th

FAMILY AND MEDICAL LEAVE POLICY

Clear Sky provides leave according to the Family and Medical Leave Act of 1993 (FMLA), which provides for unpaid, job-protected leave to covered employees in certain circumstances.

Eligibility

To qualify for FMLA leave, you must: (1) have worked for Clear Sky for at least 12 months, though it need not be consecutive; (2) worked at least 1,250 hours in the last 12 months; and (3) be employed at a work site that has 50 or more employees within 75 miles. If you have any questions about your eligibility for FMLA leave, please contact your manager or Pam Ball.

Leave Policy

If eligible, you may take up to 12 or 26 weeks of family or medical leave, whichever is applicable (as explained below), within the relevant 12-month period defined below. While you are on FMLA leave, Clear Sky will maintain your group health insurance coverage at the same level and under the same circumstances as when you were actively working, as explained more fully under the section titled, *Medical and Other Benefits*. Upon returning from approved FMLA leave, you have the right to be restored to the same job or an equivalent position, subject to the terms, limitations and exceptions provided by law.

Leave Entitlement

You may take **up to 12 weeks** of unpaid FMLA leave in a 12-month period, which [is defined as a calendar year/is defined as a fiscal year/is measured from an employee's anniversary date of hire/is measured forward from the date an employee's first FMLA leave begins/uses a "rolling" method that is measured backward from the date you use any FMLA leave] for any of the following reasons:

- the birth of a son or daughter and in order to care for such son or daughter (leave to be completed within one year of the child's birth);
- the placement of a son or daughter with you for adoption or foster care and in order to care for the newly placed son or daughter (leave to be completed within one year of the child's placement);
- to care for a spouse, son, daughter or parent with a serious health condition;
- to care for your own serious health condition, which renders you unable to perform any of the essential functions of your position; or

- a qualifying exigency of a spouse, son, daughter or parent who is a military member on covered active duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty).

You may take **up to 26 weeks** of unpaid FMLA leave in a single 12-month period, beginning on the first day that you take FMLA leave to care for a spouse, son, daughter or next of kin who is a covered service member and who has a serious injury or illness related to active duty service, as defined by the FMLA's regulations, (known as military caregiver leave).

Both Spouses Employed by Clear Sky

Spouses who are both employed by Clear Sky and eligible for FMLA leave may be limited to a:

- Combined total of 12 weeks of leave during the 12-month period if leave is requested:
 - for the birth of a son or daughter and in order to care for such son or daughter;
 - for the placement of a son or daughter with the employee for adoption or foster care and in order to care for the newly placed son or daughter; or
 - to care for an employee's parent with a serious health condition.

Combined total of 26 weeks in a single 12-month period if the leave is either for:

- military caregiver leave; or
- a combination of military caregiver leave and leave for other FMLA-qualifying reasons.

Notice of Leave

If your need for FMLA leave is foreseeable, you must give Clear Sky at least 30 days' prior written notice. If this is not possible, you must at least give notice as soon as practicable (within one to two business days of learning of your need for leave). Failure to provide such notice may be grounds for delaying FMLA-protected leave, depending on the particular facts and circumstances.

Additionally, if you are planning a medical treatment or a series of treatments or you are taking military caregiver leave, you must consult with Clear Sky first regarding the dates of such treatment to work out a schedule that best suits the needs of both the employee or the covered military member, if applicable, and Clear Sky.

Where the need for leave is not foreseeable, you are expected to notify Clear Sky within one to two business days of learning of your need for leave, except in extraordinary

circumstances. Clear Sky has Family and Medical Leave Act request forms available from the Corporate Office. Please submit a written request, using this form, when requesting leave.

Certification of Need for Leave

If you are requesting leave because of your own or a covered relation's serious health condition, you and the relevant healthcare provider must supply appropriate medical certification. You may obtain Medical Certification forms from Corporate Office. When you request leave, Clear Sky will notify you of the requirement for medical certification and when it is due (at least 15 days after you request leave). If you provide at least 30 days' notice of medical leave, you should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of FMLA-covered leave until it is provided.

Clear Sky, at its expense, may require an examination by a second healthcare provider designated by Clear Sky. If the second healthcare provider's opinion conflicts with the original medical certification, Clear Sky, at its expense, may require a third, mutually agreeable, healthcare provider to conduct an examination and provide a final and binding opinion. Clear Sky may require subsequent medical recertification. Failure to provide requested certification within 15 days, if such is practicable, may result in delay of further leave until it is provided.

Clear Sky also reserves the right to require certification from a covered military member's healthcare provider if you are requesting military caregiver leave and certification in connection with military exigency leave.

Reporting While on Leave

If you take leave because of your own serious health condition or to care for a covered relation, you must contact Clear Sky periodically as stated in the FMLA approval letter regarding the status of the condition and your intention to return to work. In addition, you must give notice as soon as practicable (within two business days if feasible) if the dates of leave change or are extended or initially were unknown.

Leave Is Unpaid

FMLA leave is unpaid. You will be required to substitute any accrued and unused vacation/ sick days for unpaid FMLA leave as described below:

- If you request leave because of a birth, adoption or foster care placement of a child, any accrued and unused paid leave will first be substituted for unpaid family/medical leave and run concurrently with your FMLA leave.
- If you request leave because of your own serious health condition, or to care for a covered relation with a serious health condition, any accrued paid leave, will be

substituted for any unpaid family/medical leave and run concurrently with your FMLA leave.

The substitution of paid leave time for unpaid FMLA leave time does not extend the 12 or 26 weeks (whichever is applicable) of the FMLA leave period. In no case can the substitution of paid leave time for unpaid leave time result in your receipt of more than 100% of your average pay. Your FMLA leave runs concurrently with other types of leave, for example, accrued vacation time that is substituted for unpaid FMLA leave and any state family leave laws, to the extent allowed by state law.

Medical and Other Benefits

During approved FMLA leave, Clear Sky will maintain any benefits you may have immediately before your leave as if you continued to be actively employed. If paid leave is substituted for unpaid FMLA leave, Clear Sky will deduct your portion of the health plan premium as a regular payroll deduction. If your leave is unpaid, you must pay your portion of the premium. Your healthcare coverage will cease if your premium payment is more than 30 days late. If your payment is more than 15 days late, we will send you a letter to this effect. If we do not receive your premium payment within 15 days after the date of this letter, your coverage may cease. If you elect not to return to work for at least 30 calendar days at the end of the leave period, you will be required to reimburse Clear Sky for the cost of the health benefit premiums paid by Clear Sky for maintaining coverage during your unpaid leave, unless you cannot return to work because of a serious health condition or other circumstances beyond your control.

Returning From Leave

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required, as are all employees returning from other types of medical leave, to provide medical certification that you are fit to resume work. Otherwise, you will not be permitted to resume work until it is provided.

YOUR PAY

All hourly employees will be required to use our time clock. Employees must clock in when your work day begins and clock out when your work day ends. Each employee must clock in and out for lunch breaks and any time the employee leaves the premises for personal reasons, such as doctor's appointment, etc. Salaried individuals may be asked to account for their time worked on an "as needed" basis. Any questions or concerns about your pay or deductions should be brought to the attention of your manager or Pam Ball as soon as possible.

Employees should review their pay checks for errors. If you believe there are any errors in your pay, including that you have been overpaid or underpaid, that improper deductions have been taken from your pay or that your pay does not accurately reflect all hours worked, including overtime, you should report your concerns to your manager or supervisor as soon as possible so that we may investigate your concerns and promptly correct any mistakes.

To ensure that Clear Sky has accurate time records and that employees are paid for all hours worked in a timely manner, hourly nonexempt employees are required to accurately record all hours worked using the computer punch clock daily.

Employees must ensure all time is recorded accurately. Off-the-clock work is strictly prohibited. Fraudulent timekeeping and falsification of time records are subject to discipline, up to and including termination of employment.

Please understand that properly accounting for your hours worked and ensuring that you are paid for all hours worked is a responsibility we take seriously. If you ever feel you are working hours beyond what you are being paid for, you need to contact your manager, Dan Shouvlín or Pam Ball.

TIP REPORTING

Remember, your charged tips are automatically recorded when the customer pays by credit card. You do not need to enter them again at check out. But remember, it is your responsibility to enter all cash tips into the computer at the end of your shift.

Anyone who does not enter their total amount of cash tips received is subject to a write up that will be a permanent record in your employee file and/or termination of employment

PAYROLL DEDUCTIONS

The Company is required by law to make certain deductions from your pay each pay period, including:

- Federal and state income taxes.
- Social Security (FICA) taxes.
- Deductions required by wage garnishment or child support orders or other similar court orders.

No other deductions will be made unless authorized by you (such as for health insurance) or otherwise required by law. All deductions from your pay will be listed on your pay stub. If you

have questions about any deductions from your pay or if you believe improper deductions have been made from your pay, you should report your concern to your manager immediately.

FEDERAL WITHHOLDING TAX FOR TIPPED EMPLOYEES

For employees that are paid less than the Federal Minimum wage, there will be some circumstances where your net pay will not cover your Federal Withholding Tax. It is **your** responsibility to make sure that you are paying enough in Federal Withholding Tax.

You can add an extra amount to be withheld each week instead of receiving it in your net check. See your manager so you can fill out another W-4. It is best that you discuss this with your accountant or tax preparer as Clear Sky cannot offer you tax advice.

EXEMPT EMPLOYEES

Employees who are designated as exempt are paid a fixed salary and are not entitled to overtime pay. Salaried exempt employees will receive their full salary in any week which they work. Deductions from pay will only be made for personal absences that exceed one full day (and are not the result of an illness/disability), suspensions for violations of workplace conduct rules exceeding one full day, suspensions for serious violations of workplace safety rules, leave under the Family Medical Leave Act and partial weeks worked during the employee's first and last weeks of employment. No deductions will be made for partial day absences. If absences are for jury duty or temporary military duty, the company may reduce the employee's salary for any amounts received for jury duty or temporary military duty. No deductions will be made except those deductions specifically allowed by 29 CFR 541.602.

If any other deduction is made from a salaried employee's weekly salary or if the employee believes that any deduction is improper, the employee should immediately contact the manager or Pam Ball as soon as possible. Any impermissible deduction from pay will be promptly reimbursed to the employee.

OVERTIME PAY

If you are a non-exempt employee, your manager may ask you to work overtime when necessary. If asked to do so, you are expected to work the time. When practical, however, your manager will give you advance notice of when you will be needed to work overtime. Refusal or failure to work required overtime may be cause for disciplinary action.

To understand if you qualify for overtime pay, and how it is calculated, you need to know if your job is classified as exempt or non-exempt. Exempt employees are not paid overtime.

Employees in non-exempt jobs are paid their regular hourly rate for all hours worked per workweek (Tuesday through Monday) up to 40 hours. You will be paid 1-1/2 times your regular hourly rate (time-and-one-half pay) for hours worked over 40 hours.

SHORT TERM LEAVE/UNPAID DAYS OFF

Full-time employees may be granted, at management's discretion, an unpaid short term leave of absence. A short-term leave can last from one day to two weeks. Please fill out the proper request form and submit to your manager as soon as possible in order to allow for the proper approvals. Your manager will consider your reasons for the leave, your length of service, performance, and needs of the Corporation.

SEVERANCE PAY

No employee is entitled to severance pay. Some employees may, at Clear Sky sole discretion, be provided severance pay. Generally, a “release of claims” is required as a condition for severance pay.

TERMINATION, FINAL PAY AND W-2s

If you are terminated from your position at any Clear Sky affiliated business for cause, you will not be allowed on any of Clear Sky properties for a minimum of ninety days (90). If you wish to pick up your final pay check, you must make arrangements with the corporate office or it will be mailed to your last known address. If the check is mailed to the wrong address due to the employee's lack of address change notification, the employee must wait until the check is returned to us by the U.S. postal service. A replacement check will not be issued without requesting a stop payment. The employee may be responsible for any bank fees associated with a stop payment.

Employees who give proper notice, but fail to complete said notice, will be subject to the same policy.

Make sure you keep the corporate office informed on any address change information for proper mailing of your W-2. We will only mail W-2s out once. If it comes back, it will be your responsibility to pick it up.

ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

This will acknowledge that I have reviewed this copy of Clear Sky Employee Handbook and that I will familiarize myself with its contents. I also understand that copies of the handbook are available for my review and use at any time upon request.

I understand that this Handbook represents only current policies, regulations, and benefits, and that it does not create a contract of employment. Clear Sky retains the right to change these policies and benefits as it deems advisable. I understand and agree that all policies, procedures, and the Employee Handbook may be modified, amended, or deleted by Clear Sky with or without notice to me of such amendment, modification or deletion; that the policies and procedures are not intended to be a contract of employment nor do they give me a right of continued employment. I understand that in some cases, the policies presented in this handbook are summaries and that more detailed policies are available to me at my request. _____ (initials)

I understand that I have the right to terminate my employment at any time, with or without cause, and that Clear Sky has a similar right. I also understand that there are no other arrangements, agreements, or understandings regarding the terms of employment. There may be no amendments or exceptions to this statement unless they are in writing and signed by Dan Shoumlin or Michael Preston. _____ (initials)

I understand that, in accordance with Florida Statute 443.131 (3) (a) (2), I will be placed on a 90-day probationary period, I further understand that if I am terminated for unsatisfactory work performance within the 90-day probationary period, the employer may seek to contest any unemployment benefit I might attempt to obtain as a result of my termination. _____ (initials)

I understand that any violations of the policies set forth in this handbook or any perceived wrongdoing committed in the work place should, and will, be reported as stated in this handbook. _____ (initials)

PRINT FULL NAME: _____

SIGNED: _____

LOCATION: _____ EMP# _____

DATE: _____

MANAGER'S SIGNATURE: _____