



EMPLOYEE HANDBOOK CALIFORNIA

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A LETTER FROM MARISSA



Greetings, ChiPeeps!

I'm excited to share our Chipotle Employee Handbook with you.

When the current Executive Leadership Team formed in 2018, we reimagined how we would support our People, foster culture, and drive results through engagement. We focused on Purpose, Values and Diversity and committed to growing Chipotle by growing our ChiPeeps.

Our vision for People is to create an environment where you can thrive and pursue your passion. Part of manifesting this vision is providing you with real learning and growth opportunities, as well as pairing you with leaders who will teach, challenge, and inspire; at Chipotle, your voice matters and your leaders see, hear and support you. Also, this handbook ensures that we provide consistent guidelines and a framework to support you throughout your Chipotle journey.

Think of the next few pages as a Quick Start Guide for the Handbook that will provide you with pro tips and insight into who we are and what we believe in. Be sure to also thoroughly review the entire Handbook and feel free to connect with your People Experience Partner, or Restaurant People Experience Team at respectful@chipotle.com with comments or questions.

Let's Cultivate A Better World Together!

Marissa Andrada

Chief Diversity, Inclusion & People Officer

CHIPOTLE & YOU

We are SO excited that you've decided to join Chipotle!

At Chipotle, our Purpose is To Cultivate A Better World. We apply a laser-like focus to creating a high-performing team of innovators who are committed to our values and share a passion for collaborating and changing food culture. We're truly proud of our strong relationships with our team members, as well as our industry-leading reputation in the marketplace. We're dedicated to providing excellent working conditions, competitive wages, open communication, dynamic employee involvement opportunities and a robust suite of benefits. Our reputation is a direct reflection of your talent, commitment, and dedication to bringing your full self to work. At Chipotle, your voice matters, so when you have ideas about improving our business (for example guest experience, safety, collaboration, etc.), we're all ears!

Our dedication to Diversity, Equity & Inclusion (DE&I) is also foundational and unyielding. Our goal is to foster a culture that values and champions our diversity, while leveraging the individual talents of all team members to grow our business and Cultivate A Better World.



A QUICK REFERENCE TO HOW OUR VALUES GUIDE US

We are Real People who are passionate about the Real Food we create. As you review this Handbook, please keep in mind that while we adhere to our policies, we are driven by our values. Check out our four values below with context about how we bring them to life. We've aligned each value to some corresponding policies that you'll also find later in this Handbook. This isn't a comprehensive list of our policies, but rather a glimpse into the importance of bringing your best and full self to Chipotle.

AUTHENTICITY LIVES HERE

Our food is real and so are we. Be your full self and make a difference.

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

We are committed to providing equal employment opportunities to all employees and applicants without regard to race (including traits historically associated with race, such as hair texture and protective hairstyles, including braids, locks, and twists), ethnicity, religion, color, sex (including childbirth, breast feeding, and related medical conditions), gender, gender identity or expression, sexual orientation, sex-based stereotypes, national origin, ancestry, citizenship status, uniformed services member and veteran status, marital status, pregnancy, age, protected medical condition, genetic information, disability, or any other protected status in accordance with all applicable federal, state, and local laws.

PERSONAL APPEARANCE

At Chipotle, we want you to be your Authentic Self, have fun and show off your personality, and we also expect you to uphold the standards of our brand. You should dress and present yourself in a manner that reflects the professionalism that you bring to teaching and tasting Chipotle every day, reflective of our brand.



A QUICK REFERENCE TO HOW OUR VALUES GUIDE US

THE MOVEMENT IS REAL

Stand up for what's important. We have a zero tolerance policy for racism, hate, violence, homophobia, transphobia or inappropriate behavior of any kind.

HARASSMENT, DISCRIMINATION, RETALIATION

Chipotle is committed to providing a work environment that is free of unlawful harassment, discrimination, and retaliation. Chipotle strictly prohibits all forms of unlawful discrimination and harassment.

HOTLINE FOR COMPLAINT REPORTING

If you feel that you are being or have been harassed, discriminated against, or retaliated against, you should immediately report it to your manager or to your PEP if you are in the RSC; or your manager or the RPE Team if you are in a restaurant. You can also make an anonymous complaint by calling **1-866-755-4449**, or visiting www.chipotleconfidential.com.

SICK PAY

We provide paid sick leave to all employees, so you don't have to work when you're sick.



ACCOMMODATIONS AND LEAVES OF ABSENCE

Chipotle is committed to complying with all laws protecting qualified individuals with disabilities, as well as employees' religious beliefs and practices. Our policy extends to all aspects of our employment practices, including but not limited to, recruiting, hiring, discipline, termination, promotions, transfers, compensation, benefits, training, leaves of absence, and other terms and conditions of employment. Chipotle will provide a reasonable accommodation for any known physical or mental disability of a qualified individual and/or employees' religious beliefs and practices, provided the requested accommodation does not create an undue hardship for Chipotle and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the individual. Chipotle also provides a variety of different types of [leaves of absence](#).

BENEFITS

Our mission to Cultivate a Better World extends to our people, customers, and communities. As a member of our Chipotle family, you are just as important as the real food we serve every day. We offer a variety of innovative and industry-leading benefits including tuition reimbursement, paid time off, a 401k (retirement plan), career growth opportunities, and much more. Check out our [Cultivate Me](#) portal to learn all about our benefits.

A QUICK REFERENCE TO HOW OUR VALUES GUIDE US



THE LINE IS THE MOMENT OF TRUTH

When our guests win, so do we. Everything we do starts with our restaurants. Serving great food, with great service in a safe, quick, clean, and happy environment is always priority one.

YOUR PAY

We distribute paychecks every other Friday. A list of all paydays can be found on [Chiplinks](#).

TIMEKEEPING PROCEDURES

If you are a non-exempt (hourly) employee, you are required to accurately record your hours of work through the method provided at your worksite. Accurately recording all your time is required to be sure that you are paid for all hours worked as required by the wage and hour laws. Working “off the clock” is strictly prohibited.

PERSONAL RELATIONSHIPS

Chipotle is committed to maintaining a friendly but professional working environment. The purpose of our policy on personal relationships is to provide guidelines for employees who have or develop personal relationships in the workplace to prevent potential issues that may arise from such relationships, such as potential conflicts of interest.

A QUICK REFERENCE TO HOW OUR VALUES GUIDE US

TEACH AND TASTE CHIPOTLE

Take pride in making the Chipotle experience exceptional. Take the time to learn it well, teach it right, and hold others to the same standard.

FOOD SAFETY

Our guests trust that our food is safe to eat. Safe food is free of harmful bacteria that can make people sick. Chipotle is committed to serving only safe, high quality food in our restaurants, and our food safety programs and practices are designed to prevent public health risks that can occur from handling, preparing, and storing food. All employees must comply with Chipotle's food safety programs and practices, including Chipotle's Critical Control Points, [Illness Policy](#), [Handwashing Policy](#), and Food Safety Seven.

SAFETY & SECURITY

It is our policy to promote safety on the job. The health and well-being of our employees is foremost among Chipotle's concerns. For this reason, you are urged to follow common sense safety practices and correct or report any unsafe condition to your manager. Each employee is expected to assist Chipotle in maintaining safe working conditions. Safety is a state of mind and requires constant vigilance and common sense. Safety is everyone's responsibility.

SOCIAL MEDIA

We are dedicated to our Food with Integrity mission and take pride in our commitment to using ingredients that are sustainably grown and naturally raised. One way to share our mission is through social media sites, blogs, and other online outlets. Chipotle's social media team is solely responsible for Chipotle's social media activity.



THE PURPOSE OF THIS EMPLOYEE HANDBOOK

This handbook is designed to tell you about Chipotle and provide answers to many of your questions regarding your employment with us.

The contents of this handbook are only a summary of the employee benefits, practices, and policies in effect at the time of publication. Chipotle retains the right to prospectively add, modify, or delete policies, benefits, wages, and all other working conditions as it deems appropriate without obtaining another person's consent or agreement. Therefore, other than the at-will agreement contained in the Employee Acknowledgment and Agreement at the end of this handbook, this handbook should not be construed as creating any kind of "employment contract."

As provided in the Employee Acknowledgment and Agreement, employment at Chipotle is at-will and may be terminated by either you or Chipotle, with or without cause or prior notice (except where prohibited by applicable law). This handbook supersedes any and all prior handbooks, written documents or oral representations that contradict the at-will nature of your employment. Your status as an "at-will" employee may not be changed except in writing signed by the Chief Executive Officer ("CEO") of Chipotle.

WHEN YOU HAVE A QUESTION

We encourage you to discuss any questions or concerns regarding this handbook or any work-related issues with us. We cannot address any of your questions or concerns unless we know about them.

If you have a problem, please speak with your manager as soon as possible. Your manager is the person responsible for what takes place in your immediate work area and may be in the best position to help you.

If you prefer not to speak with your manager, or if you feel your manager cannot or has not satisfactorily resolved the issue, contact your People Experience Partner (“PEP”) if you are in the Restaurant Support Center (“RSC”) or the Restaurant People Experience (“RPE”) Team if you are in a restaurant. You can also make an anonymous complaint to Chipotle’s hotline by calling Chipotle’s hotline at 1-866-755-4449 or visiting www.chipotleconfidential.com. You are encouraged to utilize this procedure without fear of retaliation.

If you have a complaint of harassment or discrimination, or you require a reasonable accommodation, please refer to the EEO Policy or the Policy Against Unlawful Harassment, Discrimination, and Retaliation in this handbook.

Chipotle takes all employee concerns and problems seriously. We will work to address your concern(s) and/or resolve your problem(s) as soon as possible under the circumstances.

Please note that Chipotle utilizes private, binding arbitration for employee disputes that cannot be resolved by other means, and which would otherwise be subject to resolution in court. You will be asked to sign a Dispute Resolution Agreement. If you have any questions regarding this agreement, please contact your PEP if you are in the RSC, or the RPE Team if you are in a restaurant.





OUR RESPECTFUL WORKPLACE POLICIES



OUR RESPECTFUL WORKPLACE POLICIES

EQUAL EMPLOYMENT OPPORTUNITY POLICY

We are committed to providing equal employment opportunities to all employees and applicants without regard to race (including traits historically associated with race, such as hair texture and protective hairstyles, including braids, locks, and twists), ethnicity, religion, color, sex (including childbirth, breast feeding, sex-based stereotypes, and related medical conditions), gender, gender identity or expression, sexual orientation, national origin, ancestry, citizenship status, uniform service member and veteran status, marital status, pregnancy, age, protected medical condition, genetic information, disability, or any other protected status in accordance with all applicable federal, state, and local laws.

Our policy extends to all aspects of our employment practices, including but not limited to recruiting, hiring, discipline, termination, promotions, transfers, compensation, benefits, training, leaves of absence, and other terms and conditions of employment.



REASONABLE ACCOMMODATIONS

Chipotle is committed to complying with all laws protecting qualified individuals with disabilities, as well as employees' religious beliefs and practices. Our policy extends to all aspects of our employment practices, including but not limited to, recruiting, hiring, discipline, termination, promotions, transfers, compensation, benefits, training, leaves of absence, and other terms and conditions of employment. Chipotle will provide a reasonable accommodation for any known physical or mental disability of a qualified individual and/or employees' religious beliefs and practices, provided the requested accommodation does not create an undue hardship for Chipotle and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the individual.

If you require an accommodation to perform the essential functions of your job, you must contact The Hartford Disability and Absence Management by calling (888)277-4767, or www.thehartford.com/mybenefits If you require an accommodation for your religious beliefs or practices, you must contact your manager or PEP if you are in the RSC, or the RPE Team if you are in the restaurants at respectful@chipotle.com. Once Chipotle is aware of the need for an accommodation, Chipotle will engage in an interactive process to identify possible accommodations.

If you believe that you have been treated in a manner not in accordance with these policies, please notify us immediately as indicated above. You are encouraged to utilize this procedure without fear of retaliation.

OUR RESPECTFUL WORKPLACE POLICIES

POLICY AGAINST UNLAWFUL HARASSMENT, DISCRIMINATION, AND RETALIATION

Chipotle is committed to providing a work environment that is free of unlawful harassment, discrimination, and retaliation. Chipotle strictly prohibits all forms of unlawful discrimination and harassment, including: discrimination or harassment on the basis of race (including traits historically associated with race, such as hair texture and protective hairstyles, including braids, locks, and twists), ethnicity, religion, color, sex (including childbirth, breast feeding, sex-based stereotypes and related medical conditions), gender, gender identity or expression, sexual orientation, national origin, ancestry, citizenship status, uniform service member and veteran status, marital status, pregnancy, age, protected medical condition, genetic information, disability, or any other category protected by applicable state or federal law.

Chipotle's policy against unlawful harassment, discrimination, and retaliation applies to all employees, including managers. It also applies to all guests, vendors, and independent contractors, as well as to all interns and volunteers (all of whom are designated for the terms of this policy as "Third Parties"). Chipotle prohibits managers, and employees from harassing subordinates or co-workers as well as Third Parties. Any such harassment will subject an employee to disciplinary action, up to and including immediate termination. Chipotle also prohibits Third Parties from harassing our employees, interns, and volunteers.

Examples of Prohibited Sexual Harassment:

Sexual harassment includes a broad range of conduct including harassment based on sex,

gender, gender transition, gender identity or expression, or sexual orientation. By way of illustration only, and not limitation, some examples of unlawful and unacceptable behavior include:

- Unwanted sexual advances;
- Offering an employment benefit (such as a raise or promotion) in exchange for sexual favors, or threatening an adverse action (such as termination or demotion) for an employee's failure to engage in sexual activity;
- Visual conduct, such as leering, making sexual gestures, and displaying or posting sexually suggestive objects or images, cartoons, or posters;
- Verbal sexual advances, propositions, requests, or comments;
- Sending or posting sexually-related messages, videos or images via text, instant messaging, or social media;
- Verbal abuse of a sexual nature, graphic verbal comments about an individual's appearance, sexually degrading words used to describe an individual, profane language, and suggestive or obscene letters, notes, or invitations;
- Physical conduct, such as touching, kissing, groping, assault, displaying private body parts, or blocking movement;
- Physical or verbal abuse concerning an individual's gender, gender transition, transgender status, gender identity, or gender expression, or adherence to sex-based stereotypes; and
- Verbal abuse concerning a person's characteristics such as pitch of voice, facial hair or the size or shape of a person's body, including remarks that a person is too feminine, too masculine, or non-conforming.

OUR RESPECTFUL WORKPLACE POLICIES

Other Examples of What Constitutes

Prohibited Harassment:

In addition to the above listed conduct, Chipotle strictly prohibits harassment concerning any other protected characteristic. By way of illustration only, and not limitation, such prohibited harassment includes:

- Racial or ethnic slurs, insults, and any other offensive remarks based on a protected characteristic;
- Jokes, whether written, verbal, or electronic that are based on a protected characteristic;
- Mocking or ridiculing another's religious or cultural beliefs, practices, or manner of dress;
- Threats, intimidation, horseplay, or other menacing behavior that are based on a protected characteristic;
- Inappropriate verbal, graphic, or physical conduct, including practical jokes based on a protected characteristic;
- Sending or posting harassing messages, videos or images via text, instant messaging, or social media; and
- Asking invasive questions about medical history or medical status based on a protected characteristic; and
- Other harassing conduct based on one or more of the protected characteristics identified in this policy.

If you have any questions about what constitutes prohibited harassing behavior, ask your manager or another member of management or the People Experience team.

Prohibition Against Retaliation:

Chipotle is committed to prohibiting retaliation against those who themselves or whose family members report, oppose, or participate in an investigation of alleged unlawful harassment, discrimination, or other wrongdoing in the workplace. By way of example only, participating in such an investigation includes, but is not limited to:

- Filing a complaint with a federal or state enforcement or administrative agency;
- Participating in or cooperating with a federal or state enforcement agency conducting an investigation of Chipotle regarding alleged unlawful activity;
- Testifying as a party, witness, or accused regarding alleged unlawful activity;
- Making or filing an internal complaint with Chipotle regarding alleged unlawful activity;
- Providing notice to Chipotle regarding alleged unlawful activity;
- Assisting another employee who is engaged in any of these activities.

Chipotle is further committed to prohibiting retaliation against qualified employees who request a reasonable accommodation for any known physical or mental disability and employees who request a reasonable accommodation of their religious beliefs and practices. In addition, Chipotle will not penalize or retaliate against an employee who is a victim of domestic violence, sexual assault, or stalking for requesting leave time or accommodations in the workplace to ensure the employee's safety and well-being.

OUR RESPECTFUL WORKPLACE POLICIES

WHAT YOU SHOULD DO IF YOU FEEL YOU ARE BEING OR HAVE BEEN HARASSED, DISCRIMINATED AGAINST, OR RETALIATED AGAINST

If you feel that you are being or have been harassed, discriminated against, or retaliated against in violation of this policy by any employee, manager, or Third Parties, you should immediately report it to your manager or to your PEP if you are in the RSC, or your manager or the RPE Team if you are in a restaurant. You can also make an anonymous complaint:

- By telephone, at **1-866-755-4449**; or
- By the EthicsPoint Website:
www.chipotleconfidential.com.

In addition, if you observe harassment by another employee, manager, or Third Parties, please report the incident immediately as indicated above.

Your notification of the problem is essential to us. We cannot help resolve a harassment problem unless we know about it. Therefore, it is your responsibility to bring your concerns and/or problems to our attention so we can take appropriate steps to address the situation. Chipotle takes all complaints of unlawful harassment seriously and will not penalize you or retaliate against you in any way for reporting a harassment problem in good faith.

If you are a manager, and you receive any complaint of harassment, discrimination, or retaliation, you must promptly report such complaint to your PEP if you are in the RSC, or the RPE Team if you are in a restaurant.

Failure to promptly escalate or report such complaints may result in disciplinary action, up to and including termination.

All complaints of unlawful harassment which are reported to management will be investigated as promptly as possible by an impartial and qualified person, and upon conclusion of such investigation, appropriate corrective action will be taken where warranted. Chipotle expects employees to cooperate with internal investigations and the internal complaint process. All complaints of unlawful harassment reported to management will be treated as confidentially as possible, consistent with Chipotle's need to conduct an adequate investigation.

Violation of this policy will subject an employee to disciplinary action, up to and including immediate termination. Moreover, any manager who allows or ignores potential violations of this policy will be subject to appropriate disciplinary action, up to and including termination. Additionally, under California law, employees may be held personally liable for harassing conduct that violates the California Fair Employment and Housing Act.



TIMEKEEPING AND PAYROLL PRACTICES

TIMEKEEPING AND PAYROLL PRACTICES

EMPLOYEE CLASSIFICATION

FULL-TIME EMPLOYEES

Full-time employees are those normally scheduled to work at least thirty (30) hours per week, as determined by Chipotle in its sole discretion. “Full-time” is a general employee classification used by Chipotle for a variety of purposes. Employees not classified by Chipotle as “full-time” may still be eligible for medical insurance coverage, depending on their position and hours of service. Consult the applicable benefit plan document on the [Cultivate Me](#) portal for all information regarding eligibility, coverage and benefits. The benefit plan document ultimately governs your entitlement to benefits.

PART-TIME EMPLOYEES

Part-time employees are those normally scheduled to work fewer than thirty (30) hours per week, as determined by Chipotle in its sole discretion.

NON-EXEMPT (HOURLY) EMPLOYEES

Non-exempt (hourly) employees include all employees who are covered by the overtime provisions of the Fair Labor Standards Act and California law.

EXEMPT (SALARIED) EMPLOYEES

Exempt (salaried) employees include all employees who are classified by Chipotle as exempt from the overtime provisions of the Fair Labor Standards Act and California law. If you have any questions concerning your employee classification or the benefits for which you qualify, please consult the Benefits Administration Team at benefits@chipotle.com. You may also consult the applicable benefit plan document which can be found in the [Cultivate Me](#) portal.



TIMEKEEPING AND PAYROLL PRACTICES

YOUR PAY

We distribute paychecks every other Friday. A list of all payday dates can be found on Chiplinks. On payday, if you elect to have a paper paycheck, your paycheck will be available at your restaurant or the office where you normally report to work. We also offer pay cards and direct deposit of employee paychecks to all employees who provide a written authorization for direct deposit.

If the scheduled payday falls on a holiday, paychecks will generally be distributed on the preceding business day. Any questions about the amount of your pay or deductions should be brought to the attention of the Employee Service Center at 877-625-1919 (option 5) or workdayesc@chipotle.com immediately.

TIMEKEEPING PROCEDURES

Our workweek is from Monday at 4:00 a.m. to the following Monday at 3:59 a.m.

Unless otherwise notified, if you are a non-exempt (hourly) employee, you are required to accurately record your hours of work through the method provided at your worksite. Accurately recording all your time is required to be sure that you are paid for all hours worked as required by the wage and hour laws.

Working “off the clock” is strictly prohibited. If any manager directs you to, or suggests that you should, perform work while not “on the clock,” you must notify your PEP if you are in the RSC, or the RPE Team if you are in a restaurant immediately. You may also make an anonymous complaint by contacting the hotline at 1-866-755-4449. Similarly, non-exempt (hourly) employees are not permitted to perform work after hours or from home without specific direction from their manager. In the event such work is authorized, all time spent working ***must be reported*** on the employee’s time record.

Your obligation to accurately record all hours worked does not relieve you of your obligation to obtain advance approval from your manager before working overtime or hours beyond your regular work schedule.

You will be required to keep your time by a time clock, via Workday, or some other method. Whatever your method of timekeeping, you are expected to follow the established procedures in keeping an accurate record of your hours worked.

Under no circumstances may any employee punch or record another employee’s time card. Employees who punch or record another employee’s time card will be subject to disciplinary action, up to and including termination of employment.

TIMEKEEPING AND PAYROLL PRACTICES

OVERTIME AND YOUR WORK SCHEDULE

Your manager will inform you of the hours you are to work. Due to the changing business needs, your actual work schedule may vary from time to time. If it does, you will be notified by your manager. Management retains the right to reassign employees to a different shift where it is necessary for the efficient operation of Chipotle.

Chipotle may periodically schedule overtime work to meet guest needs. We will attempt to give as much advance notice as possible, or as required by local laws, and we expect that all employees who are scheduled to work overtime will be at work. Otherwise, all overtime work must be pre-approved by your manager. Working overtime without your manager's approval may result in disciplinary action, up to and including termination.

MEAL PERIODS

Except for certain salaried exempt employees, it is our policy to provide and afford all employees who work more than five (5) hours in a work day with an uninterrupted thirty (30) minute meal period free from all duty to begin no later than the end of the 5th hour of work. For example, if an employee begins work at 8:00 a.m., the employee must start their meal period by 12:59, which is the 5th hour of work. An employee who works more than ten (10) hours in a work day is entitled to a second uninterrupted thirty (30) minute meal period free from all duty to begin no later than the end of the 10th hour of work. Only in limited circumstances, discussed below, can meal periods be

waived. Employees must record the beginning and ending time of their meal period in the timekeeping system every day.

It is our policy to relieve you of all duty during your meal periods, so that you are at liberty to use the meal period time as you wish. You may leave your premises for your meal period if you so desire. Chipotle schedules all work assignments with the expectation that all employees will take their duty-free meal periods and we encourage you to do so. You will be asked to confirm in writing that you have been relieved of all duty and otherwise provided all of your meal periods during a particular pay period, or in the alternative, identify any meal periods during which you were required to work. At no time may any non-exempt (hourly) employee perform off-the-clock work or otherwise alter, falsify, or manipulate any aspect of their timekeeping records to inaccurately reflect or hide meal periods or time spent working during meal periods.

Please note that no Chipotle manager is authorized to instruct you how to spend your personal time during a meal period. You should immediately report a manager's instruction to skip or work during a meal or rest period to your PEP if you are in the RSC, or the RPE Team if you are in a restaurant by calling the hotline at 1-866-755-4449. Chipotle strictly prohibits retaliation against any employee who reports violations of Chipotle's meal and rest period policies.

TIMEKEEPING AND PAYROLL PRACTICES

WAIVER OF MEAL PERIOD.

You may waive your meal period only under the following circumstances:

- If you will complete your work day in six (6) hours or less, you may waive your meal period as approved by your manager.
- If you work over ten (10) hours in a day, you may waive your second meal period only if you have taken your first meal period that day and you do not work more than twelve (12) hours on that day.
- You may not waive your meal periods to shorten your work day.

Chipotle pays one-hour of premium pay to non-exempt (hourly) employees at their regular rate of compensation for each day during which they are required by Chipotle to work during one or more meal periods or if Chipotle has not otherwise provided them with an opportunity to take one or more meal periods on any day in accordance with this policy. Because this should be an unusual occurrence, if you are aware of such a situation, please be sure to bring it to our attention. The one-hour premium will not apply in situations where the meal period is waived as permitted by law or if an employee personally chooses to disregard Chipotle's schedules or policies providing meal periods as required by law.



TIMEKEEPING AND PAYROLL PRACTICES

REST PERIODS

Chipotle provides non-exempt (hourly) employees with the opportunity to take a ten (10) minute paid rest period for every four (4) hours worked (or major fraction thereof), which should be taken so far as practicable in the middle of each four-hour work period. During your rest periods, you will be relieved of all duty so that you can enjoy this personal time. Rest breaks will be provided as follows:

SHIFT (Hours Worked in Day)	NUMBER OF PAID REST BREAKS
At least 3.5 and up to 6 hours	1
More than 6 and up to 10 hours	2
More than 10 and up to 14 hours	3
More than 14 hours	Continue under the above schedule

Chipotle generally will not authorize a rest period for employees whose total daily work time is less than three and one-half (3 1/2) hours. Employees are generally authorized and permitted to schedule their rest periods at their own discretion under these guidelines; however, a manager may ask that rest periods be scheduled to best ensure the smooth operation of their restaurant or department. Rest periods may not be combined with other rest or meal periods.

Rest periods are “on the clock” and counted as hours worked, and thus, you are not required to separately record your rest periods on Chipotle’s timekeeping system. If your rest period is interrupted, you must notify your manager immediately so that arrangements can be made for you to take a further, uninterrupted, rest period required by Chipotle policy. No manager is authorized to instruct you to waive a rest period, and rest periods cannot be used to shorten the workday or be accumulated for any other purpose. You may be required to confirm that you have been provided an opportunity to take all of your duty-free rest periods during a particular pay period (including pay periods when one or more rest periods have been voluntarily waived by you).

Chipotle pays one-hour of premium pay to non-exempt employees at their regular rate of compensation for each day during which they are required by Chipotle to work during one or more rest periods or when they are not otherwise provided an opportunity by Chipotle to take one or more rest periods on any day in accordance with this policy. Because this should be an unusual occurrence, if you are aware of such a situation, please be sure to bring it to our attention without delay. Chipotle strictly prohibits retaliation against any employee who reports violations of Chipotle’s rest period policy. The one-hour premium will not apply in situations where an employee personally chooses not to take a rest period or to disregard Chipotle’s schedules or policies providing rest breaks as required by law.

TIMEKEEPING AND PAYROLL PRACTICES

LACTATION ACCOMMODATIONS

Chipotle strives to provide a supportive work environment to enable all nursing employees to express milk during working hours in accordance with applicable law.

This policy is specifically adopted to comply with California law and will remain in effect as long as the underlying California law remains in effect. Unless otherwise mandated by law, this policy may be changed or eliminated at any time at Chipotle's sole discretion.

Lactation Break. Chipotle will provide a reasonable amount of break time to accommodate an employee's desire to express breast milk for the employee's child each time the employee needs to express breast milk. If possible, the employee should take their lactation breaks during the 10-minute rest breaks or 30-minute meal periods already provided. If employees are unable to take their lactation breaks during their rest breaks or meal periods, lactation breaks will still be provided, but will be unpaid. In this instance, employees should clock out for these additional breaks.

Lactation Location. Chipotle will provide a lactation location (the "Lactation Location"), other than a bathroom, in close proximity to the employee's work area that is shielded from view and free from intrusion from co-workers and the public, while the employee is expressing milk. The Lactation Location may be the place where the employee normally works if it otherwise meets the requirements of this policy. The Lactation Location will also be safe, clean, and free of toxic or hazardous materials; contain a surface space

(e.g., a table or shelf) to place a breast pump and other personal items; contain a chair; and have access to electricity or alternative devices, including but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump.

The Lactation Location may be a room that is also used for other purposes. If so, the primary function of the room during the duration of any employee's need to express milk will be as a Lactation Location, and lactation accommodation will take priority over other uses for the room.

Temporary Lactation Location. We may designate a Lactation Location that is temporary due to operational, financial, or space limitations. This temporary space will not be a bathroom, but may be a privacy tent, and will be in close proximity to the employee's work area, shielded from view, free from intrusion while the employee is expressing milk, and otherwise compliant with this policy.

Access to Refrigerator and Sink. We will provide, in close proximity to the employee's work area, access to a refrigerator where the employee can store breast milk and access to a sink with running water. If a refrigerator cannot be provided, Chipotle may provide another cooling device suitable for storing milk, such as a cooler.

TIMEKEEPING AND PAYROLL PRACTICES

Multiemployer Worksite. In circumstances where employees of Chipotle are located at a worksite coordinated by another business, if Chipotle is unable to provide a Lactation Location at the worksite upon request, then Chipotle will promptly submit a written request to the business that coordinates the worksite for provision of a Lactation Location.

There may be an occasion where Chipotle is located in the same building (for example, in a mall or an airport, etc.) as several other employers and we cannot satisfy these requirements by providing a Lactation Location within our own workspace. In that instance, we may fulfill these obligations by providing a Lactation Location meeting the requirements that is shared among multiple employers, provided that the Lactation Location is sufficient to accommodate the number of employees who desire to use it at any given time.

Requests for Lactation Accommodation.

Employees have a right to request lactation accommodation, which includes lactation breaks and a Lactation Location as discussed above. To request lactation accommodation, employees should obtain a Lactation Accommodation Request Form from either their respective Manager or Chiplinks and submit the completed form to their Manager and benefits@chipotle.com. We will promptly respond to a request for lactation accommodation¹. Chipotle and employee are required to engage in an interactive process to determine the appropriate lactation break periods and the Lactation Location for the employee.

¹For employees working in the City of San Francisco, Chipotle will provide a response within five (5) business days of an employee's request for a lactation accommodation.

If in response to a request for lactation accommodation, Chipotle does not provide lactation breaks or a Lactation Location, or provides a Lactation Location that does not comply with the requirements in this policy on the basis of an exception listed above, Chipotle will provide the employee with a written response. Chipotle will retain a copy of any such response.

Retaliation Prohibited. Chipotle has a zero-tolerance policy against retaliation for any reason. Retaliation against an employee for exercising any rights under this policy or applicable law is prohibited.

Distribution of Policy. This policy will be provided to all employees in California upon hire and to any employee who asks about or requests pregnancy or parental leave.

Recordkeeping Requirement. Chipotle will maintain a record of the initial written request or any update to the initial request for lactation accommodation. The record will include the name of the employee, the date of the request, and a description of how Chipotle resolved the request. Chipotle will retain such documentation for a period of three years from the date of the request for lactation accommodation.

Right to File. Employees maintain a right to file a complaint with the California Labor Commissioner for any failure by Chipotle to provide appropriate lactation accommodations.

Conflict with Applicable Law. If any portion of this policy conflicts with any applicable provision of federal, state, or local law, then such provision of law shall control, and the conflicting portion of the policy will be void.



ADDITIONAL BENEFITS

ADDITIONAL BENEFITS

Chipotle provides the following benefits to eligible employees. Chipotle reserves the right to terminate or modify these plans at any time for any reason.

PAID HOLIDAYS

Chipotle may provide paid holidays depending on your location, position, and schedule. A list of paid holidays can be found on [Chiplinks](#). If you have further questions about paid holidays, you may reach out to your manager.

PAID VACATION

Chipotle provides paid vacation to eligible employees. Please consult the [Cultivate Me](#) portal for specific information regarding eligibility and offerings. To the extent that you have a vacation balance at the time you have notified Chipotle of your resignation, you may not schedule vacation for the duration of your time with Chipotle.

Vacation time is provided so that you are better able to perform your job when you return. For this reason, we require our employees to take their vacation and we do not permit employees to take pay in lieu of time off.

Vacations must be scheduled and approved by your manager at least two (2) weeks in advance. Also, Chipotle, at its sole discretion, may require you to take your vacation at a particular time, and may also refuse your request for vacation where business needs dictate. Employees do not continue to accrue vacation during a leave of absence. We pay all accrued but unused vacation pay when an employee leaves Chipotle.

If you have further questions about this benefit after reviewing the [Cultivate Me](#) portal, you may reach out to workdayesc@chipotle.com.

To be eligible for vacation pay, you must work your last scheduled day before the vacation and the first scheduled day after the vacation, unless you are taking an excused absence on those days. See the instructions on Requesting Time Off at the end of this handbook.

ADDITIONAL BENEFITS

PAID SICK LEAVE

Chipotle provides paid sick leave to all employees. The sick leave year runs from employees' anniversary to anniversary. Eligible employees will accrue one (1) hour of paid sick leave for every thirty (30) hours worked, up to a maximum accrual of forty-eight (48) hours or six (6) days of paid sick leave per year (unless greater accrual is required by local law).

Employees may use up to a maximum of twenty-four (24) hours or three (3) days of paid sick leave per year (unless additional usage is permitted by local law). Employees may not use accrued paid sick leave in increments of less than one (1) hour. Unused sick leave will carry over to the next year, up to a maximum of forty-eight (48) hours or six (6) days of accrued paid sick leave (unless greater carry-over is permitted by local law). To the extent employees are eligible for additional paid sick leave under applicable local ordinances, Chipotle will provide such additional paid sick leave. Contact the Employee Service Center at 877-625-1919 (option 5) for detailed information on how the dollar amount of your sick pay is calculated and the amount you are entitled to receive. The actual dollar amount that an employee receives may vary according to the compensation plan of the employee.

*As an added benefit for Chipotle employees, if you need to use paid time off during your first ninety (90) days of employment **for your own illness**, but have not accrued sufficient time yet, you may be eligible to use up to twenty-four (24) hours of paid sick time off before you have accrued it under this policy.

Chipotle Leave under this policy may be used in connection with the diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee or the employee's family member. "Family member" for purposes of this policy includes a spouse, registered domestic partner, child (regardless of the child's age), parent (including a step-parent or parent-in-law), grandparent, grandchild, or sibling. Leave under this policy may also be used by an employee who is a victim of domestic violence, sexual assault, or stalking to seek aid or medical attention, obtain services or counseling, or participate in safety planning. To the extent paid sick time may be used for other purposes under applicable local ordinances, such use will be permitted as required.

Employees requesting time off under this policy must provide as much advance notice as possible. Where your need for paid sick leave is unforeseeable, you must provide notice as soon as practicable.

Employees are encouraged to request leave under this policy without fear of retaliation. Chipotle will not take any adverse action against employees who utilize paid sick leave. However, employees who misuse or abuse this policy, e.g., misrepresent the reason for use of paid sick leave or use paid sick leave for vacation, may be subject to disciplinary action.

Accrued, unused time under this policy will not be paid out at the time of separation from employment. However, employees who are re-employed with Chipotle within a year of separation will have any unused paid sick leave accrued under this policy reinstated.

ADDITIONAL BENEFITS

Leave under this policy may run concurrently with leave taken under local, state, or federal law, including leave taken pursuant to the California Family Rights Act

For more information regarding this policy, contact benefits@chipotle.com. You may also reach out to Health Advocate at 877-233-9508 or answers@healthadvocate.com.

See the **Requesting Time Off instructions** at the end of this handbook.

INSURANCE AND RETIREMENT BENEFITS

We also offer insurance and retirement benefits to eligible employees. Please consult the [Cultivate Me](#) portal for specific information regarding eligibility and offerings.

STATE MANDATED INSURANCE BENEFIT PROGRAMS

STATE DISABILITY INSURANCE

Chipotle is required by law to deduct a certain amount from your pay to provide State Disability Insurance (“SDI”). SDI benefits are payable when you cannot work because of illness or injury unrelated to your employment. For information concerning these benefits, contact the California Employment Development Department, which administers the SDI program.

FAMILY TEMPORARY DISABILITY INSURANCE

Chipotle is also required to withhold a certain percentage of your wages pursuant to the Family Temporary Disability Insurance Act (“FTDI”) in order to fund the Paid Family Care Leave Program. FTDI is another disability benefits program that is administered by California’s Employment Development Department which allows you to receive compensation for lost wages, for up to eight (8) weeks in a twelve (12) month period, if you take time off work to provide care for a seriously ill child, spouse, parent, domestic partner, grandparent, grandchild, sibling, parent-in-law, or to bond with a new child. [NOTE: San Francisco’s Paid Parental Leave Ordinance provides supplemental pay for bonding with a new child].

Despite its name, FTDI does not provide you with any entitlement to leave beyond what you are entitled pursuant to Chipotle policy. You will be required to use up to two (2) weeks of accrued vacation prior to receiving FTDI benefits during any twelve (12) month period. You may also elect to use your sick leave during receipt of FTDI benefits. For a leave of absence you must notify benefits@chipotle.com. To file for Disability benefits, contact the Employment Development Department at www.edd.ca.gov. All claims for FTDI benefits must be submitted directly to the California Employment Development Department. The Employment Development Department ultimately determines whether you are eligible to receive FTDI benefits. You will not be eligible for FTDI benefits if you are receiving State Disability Insurance, Unemployment Compensation Insurance, or Workers’ Compensation benefits.

WORKERS' COMPENSATION INSURANCE

Chipotle pays the entire amount of its Workers' Compensation insurance premium, which provides benefits to employees who experience injury or illness that arises out of the course and scope of employment. It is essential that you report all work-related accidents, injuries, and illnesses immediately to your manager. You should be aware that California law makes it a crime to knowingly file a false or fraudulent claim for Workers' Compensation benefits, or to knowingly submit false or fraudulent information in connection with any Workers' Compensation claim. Such conduct is also against Chipotle policy and will result in disciplinary action, up to and including termination of employment.

LITERARY ASSISTANCE

Chipotle will reasonably accommodate and assist our employees with their literacy needs, provided the requested accommodation does not create an undue hardship for Chipotle. Employees who need time off to participate in an adult education program for literacy assistance should inform benefits@chipotle.com and their manager so arrangements can be made to provide unpaid time off or an adjusted work schedule. Chipotle will make reasonable efforts to safeguard the employee's privacy with respect to such a request. Employees may choose to use any accrued vacation benefit, if available, in lieu of unpaid leave.



CHIPOTLE



LEAVES OF ABSENCE

LEAVES OF ABSENCE

GENERAL INSTRUCTIONS FOR LEAVES OF ABSENCE

For all leaves of absence described in this section, in addition to the rules and requirements described in the relevant section, employees should also request their leave of absence in Workday per the instructions at the end of this Employee Handbook. Information related to leaves of absence can be found in the [Cultivate Me](#) portal.

CIVIC DUTIES

Chipotle encourages each of you to accept your civic responsibilities.

Jury Duty: If you are required to attend jury duty, please notify your manager immediately so your manager may plan for your absence with as little disruption as possible. Unless otherwise required by state or federal law, time spent serving on jury duty will be unpaid for non-exempt employees.

Exempt employees will continue to receive their regular salary for any week in which they perform any work while on jury duty, pursuant to state and federal law.

Employees who are released from jury service before the end of their regularly scheduled shift or who are not asked to serve on a jury panel are expected to call their manager as soon as possible and report to work if requested.

Witness Duty: If you receive a subpoena to appear in court, please notify your manager immediately. You are expected to return to work as soon as your service as a witness is completed.

Voting: If you would like to vote in a public election, but do not have sufficient time to vote during non-work hours, you may arrange to take up to two (2) hours off from work with pay to vote. To receive time off for voting, you must notify your manager at least two (2) business days prior to the election and must obtain advance approval from your manager. You also must take the time off to vote either at the beginning or end of your work shift. Chipotle reserves the right to request a copy of your voter's receipt following any time off to vote.

LEAVES OF ABSENCE

LEAVE FOR EMERGENCY RESCUE PERSONNEL

To the extent required by law, employees who are volunteer firefighters, reserve peace officers, members of a disaster medical response team, or emergency rescue personnel (“Emergency Rescue Personnel”) may receive unpaid leave to perform their duties in the case of an emergency. Such employees may also take a temporary, unpaid leave of absence, not to exceed a total of fourteen (14) days per calendar year, in order to engage in fire, law enforcement, or emergency rescue training.

If you are participating as part of an Emergency Rescue Personnel entity sponsored or requested by the state, please alert your manager so that your manager is aware of the fact that you may have to take time off for emergency duty and/or training. In the event that you need to take time off for emergency duty and/or training, please alert your manager in writing as far in advance as possible. You must provide Chipotle with appropriate documentation providing proof your performance of emergency duty and/or attendance at training upon returning to work.

You may choose to use any accrued vacation or sick leave time, if available, for an absence described above.

CIVIL AIR PATROL LEAVE

Chipotle will provide eligible employees who are volunteer members of the California Wing of the Civil Air Patrol and are called to emergency operational missions up to ten (10) days of unpaid leave per calendar year. Leave for a single emergency operational mission cannot exceed three (3) days unless an extension is granted by appropriate government entities and approved by Chipotle.

To be eligible, employees must have been employed with Chipotle for ninety (90) days immediately preceding the commencement of leave.

Employees are expected to notify Chipotle of the need for Civil Air Patrol Leave by providing their manager with certification from Civil Air Patrol authorities as soon as possible. Chipotle will restore employees who return from Civil Air Patrol leave to their former position or to a position of equivalent seniority status, employee benefits, pay and other terms and conditions of employment.



LEAVES OF ABSENCE

MILITARY LEAVE OF ABSENCE

Employees who require time off from work to fulfill military duties will be treated in accordance with applicable requirements of state and federal laws. You are expected to notify Chipotle of upcoming military duty by providing your manager with a copy of your orders as soon as possible. In addition, spouses and registered domestic partners of military personnel who are home on leave during a period of military deployment may be qualified for ten (10) days of unpaid leave.

LEAVE FOR VICTIMS OF FELONY CRIMES

To the extent required by law, employees who are victims of certain specified felony crimes, or who are an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim, may receive unpaid time off from work to attend judicial proceedings related to that crime. Additionally, employees who are victims of such crimes may take unpaid time off from work to be heard at any proceeding, including any delinquency proceeding, involving a post-arrest release decision, plea, sentencing, post-conviction release decision, or any proceeding in which a right of the victim is at issue. To take this leave, you must provide a copy of the notice of the proceeding in advance. If advance notice is not possible, you must provide Chipotle with appropriate documentation evidencing your attendance at the judicial proceeding upon returning to work.

LEAVES OF ABSENCE

LEAVE FOR VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT, OR STALKING

If you are a victim of or are the immediate family member of a person who is deceased as the direct result of domestic violence, sexual assault, stalking, or a crime that caused physical injury or that caused mental injury and a threat of physical injury, you may receive unpaid leave to attend legal proceedings or obtain or attempt to obtain any relief necessary, including a restraining order, to ensure your own health, safety, or welfare, or that of your child or children. “Family member” for purposes of this policy includes a child, parent, spouse, sibling, or “equivalent” relationship. You may also receive unpaid leave to: (1) obtain services from a domestic violence shelter or rape crisis center; (2) seek medical attention for injuries caused by domestic violence or sexual assault; (3) obtain psychological counseling for the domestic violence or sexual assault; or (4) take action, such as relocation, to protect against future domestic violence or sexual assault. To take this leave, you must provide Chipotle with advance notice of your need for leave. If advance notice is not possible, you must provide Chipotle with the following certification upon returning back to work: (1) a police report showing that you were a victim of domestic violence or sexual assault, (2) a court order protecting you from the perpetrator or other evidence from the court or prosecuting attorney that you appeared in court, or (3) documentation from a medical professional, domestic violence or sexual assault victim advocate, health care provider, or counselor showing that your absence was due to treatment for injuries from domestic violence or sexual assault.

You may choose to use any accrued vacation or sick leave time, if available, for an absence described above.

In addition, employees who are victims of domestic violence, sexual assault, or stalking are entitled to a reasonable accommodation for the employee’s safety while at work. If you require such an accommodation, please notify your manager or contact benefits@chipotle.com. Chipotle will engage in a timely, good faith, and interactive process to determine effective reasonable accommodations. Employees are encouraged to request leave and accommodation under this policy without fear of retaliation.

LEAVES OF ABSENCE

TIME OFF FOR SCHOOL-RELATED ACTIVITIES AND EMERGENCIES

Parents, step-parents, foster parents, guardians, grandparents, or an employee who stands in loco parentis with custody of school age children from kindergarten through Grade 12, or who attend licensed child daycare facilities, are provided unpaid time off (up to a maximum of eight (8) hours in one (1) calendar month and 40 hours in one (1) calendar year) to find, enroll, or reenroll their child in a school or with a licensed child care provider, or to participate in activities of the school or licensed child care provider of their child. Chipotle may require proof of an employee's participation in these activities. You must provide reasonable advance notice to your manager before taking any time off under this policy. Eligible employees with a child who has been suspended also are allowed to take unpaid time off to appear at the school pursuant to the school's request.

Eligible employees are also granted unpaid time off to address a childcare provider or school emergency, defined as when the child cannot remain in school or with a childcare provider due to:

- The school or childcare provider requesting the child be picked up;
- Behavioral or discipline problems;
- Unexpected closure; or
- Natural disaster.

If more than one parent of a child is employed by Chipotle at the same worksite, the entitlement to a planned absence as to that child applies, at any one time, only to the parent who first gives notice to Chipotle, such that another parent may take a planned absence simultaneously as to that same child under this policy only if the employee obtains Chipotle's approval for the requested time off.

Employees must utilize existing vacation, personal leave, or compensatory time off for purposes of the planned absence authorized by this policy. Employees are also permitted to take time off, without pay, for the purposes set forth in this policy.

You must personally notify your manager and enter your request for leave in Workday as soon as you learn of the need for a planned use of this leave. You will not be allowed time off if you do not provide your manager with adequate notice. Chipotle may require verification of the school-related activity. You are requested to schedule activities such as parent/teacher conferences during non-work hours. Employees who request leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

LEAVES OF ABSENCE

LEAVE FOR ORGAN AND BONE MARROW DONORS

Employees who have been employed for at least ninety (90) days and who provide written verification to Chipotle that they are an organ or bone marrow donor are entitled to receive a job protected leave of absence that may be taken in one or more periods in order to donate. Eligible organ donors are entitled to a leave of absence not to exceed thirty (30) business days in any one-year period of time. Such employees may also be eligible for an additional unpaid leave of absence not to exceed thirty (30) business days in any one-year period of time if they have exhausted all available sick leave. Eligible bone marrow donors are entitled to a leave of absence not to exceed five (5) business days in any one-year period. Employees will be required to use up to five (5) days of their accrued vacation for bone marrow donor leave and up to two (2) weeks of their accrued vacation for organ donor leave. The one-year period is measured from the date the eligible employee's leave begins and will consist of twelve (12) consecutive months.

PREGNANCY DISABILITY LEAVE OF ABSENCE

Employees disabled by pregnancy, childbirth, or a related medical condition may take a leave of absence up to four (4) months for disabilities relating to pregnancy, childbirth, or related medical conditions (meaning a physical or mental condition intrinsic to pregnancy or childbirth). For the purposes of leave under this policy, "four (4) months" means the number of days the employee would normally work within four (4) calendar months (one-third of a

year equaling 17 1/3 weeks), if the leave is taken continuously, following the date the pregnancy disability leave commences.

Prior to the start of your pregnancy disability leave, Chipotle will require a statement from your health care provider indicating that you are unable to perform your job and the anticipated date of your return. In the event your leave exceeds the anticipated date of return, it is your responsibility to provide further verification from your health care provider that you are unable to perform your job and the revised anticipated date of return. If you and/or your family participate in our group health plan, Chipotle will maintain coverage during your pregnancy disability leave on the same terms as if you had continued to work. You must make arrangements to pay your share of health plan premiums while on leave. In some instances, Chipotle may recover premiums it paid to maintain health coverage or other benefits for you and your family.

Employees granted leaves for pregnancy will be returned to their same or similar position to the extent required by state law. Upon the advice of your health care provider, you may also be entitled to reasonable accommodation, to the extent required by law, for conditions related to pregnancy, childbirth, or related medical conditions. In addition, a transfer to a less strenuous or hazardous position or duties may be available pursuant to your request, if such a transfer is medically advisable. You should promptly notify your manager and benefits@chipotle.com of your need for a reasonable accommodation as soon as reasonably possible.

LEAVES OF ABSENCE

MEDICAL LEAVE OF ABSENCE

Employees who are ineligible for leave under the Family and Medical Leave Act and California Family Rights Act as provided below, or who have exceeded their leave allotment under those laws, are nonetheless eligible for medical leave according to the following policy:

Employees are eligible for unpaid leaves of absence for medical reasons. Medical reasons may include illness, injury, medical and surgical procedures, and related medical conditions. You must request a leave of absence if you will be unable to work for medical reasons for a period in excess of five (5) consecutive days. Such requests are subject to management approval and must be made as soon as possible. Each request must be accompanied by a certification from your treating physician or Chipotle approved physician which states that you are unable to work and provides the duration of leave that you require. Chipotle reserves the right to have employees on a medical leave of absence examined by a physician of Chipotle's choice. Chipotle may require periodic physician's verification of your inability to work. Misrepresenting the reason for applying for a leave of absence may result in disciplinary action, up to and including termination.

During a medical leave of absence, Chipotle's medical insurance plan documents will determine whether you and your eligible dependents may continue your health insurance coverage under Chipotle's plan. If you remain eligible for such coverage you must pay your share of the premium the same as if you continued working. If you are not eligible to

continue coverage under Chipotle's plan you will be issued a COBRA notice and given the option of continuing coverage at your own expense. The plan document ultimately governs your eligibility for and entitlement to these benefits.

Upon your return from a medical leave of absence, we will attempt to return you to your regular job if it is available. If it is not available, you will be placed in a similar job for which you are deemed by management to be qualified if such a job is available. If no jobs are available at the time, you will be given preferential consideration for any position for which you apply and for which you are deemed by management to be qualified following your notifying Chipotle in writing that you are ready and able to return to work.

Failure to report to work as scheduled following a leave of absence without notifying Chipotle of your need for additional leave may result in termination. Employees who are out on leave of absence will not accrue such benefits as vacation or holiday pay during their leave of absence.

You should talk with your manager and contact benefits@chipotle.com prior to taking a leave to ensure you understand all of your obligations to Chipotle while on leave, such as reporting and verification obligations, and paying health insurance premiums, if applicable. Failure to comply with Chipotle policy may substantially affect your ability to return to work and/or result in the loss of health insurance coverage.

LEAVES OF ABSENCE

OTHER EMPLOYMENT

While on a leave of absence, employees are prohibited from holding other employment, including self-employment, not held immediately prior to the start of the leave. In other words, an employee who has another job in addition to the employee's job with Chipotle may continue working that job while on leave from Chipotle if medically able to do so, but such an employee may not seek and hold other employment to replace the employee's employment with Chipotle while on leave. This policy remains in force during all leaves of absence including a medical leave and violation may result in disciplinary action, up to and including immediate termination of employment.

FRAUD

Providing false or misleading information or omitting material information in connection with any medical leave will result in disciplinary action, up to and including immediate termination.

CALIFORNIA FAMILY RIGHTS ACT

The California Family Rights Act ("CFRA") provides eligible employees the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave an eligible employee may use is twelve (12) weeks within a twelve (12) month period. In most circumstances, Chipotle anticipates that CFRA leave will run concurrently with leave under the federal Family and Medical Leave Act ("FMLA"). In such case(s), the aggregate amount of CFRA leave and/or FMLA leave shall not exceed twelve (12) workweeks

in a twelve (12) month period. However, under the following circumstances, CFRA leave will not run concurrently with FMLA leave:

- CFRA leave for birth of an employee's registered domestic partner's child, including time for bonding with the child.
- CFRA leave for placement of a child for adoption or foster care with an employee's registered domestic partner.
- CFRA leave to care for an employee's registered domestic partner, registered domestic partner's child, parent-in-law, grandparent, grandchild, or sibling who has a serious health condition.
- FMLA leave taken for disability on account of pregnancy, childbirth, or related medical conditions. (See Family and Medical Leave Act Policy for more information).
- Additional FMLA leave to care for a Covered Servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the Covered Servicemember (See Family and Medical Leave Act Policy for more information).

EMPLOYEE ELIGIBILITY

To be eligible for CFRA leave, you must:

- Have worked at least twelve (12) months for Chipotle; and

LEAVES OF ABSENCE

- Have worked at least 1,250 hours for Chipotle over the twelve (12) months preceding the date your leave would begin.

REASONS FOR TAKING LEAVE

CFRA leave may be taken for the following reasons:

- Birth of an employee's child, including time for bonding with the child after birth. Such time is available to employees regardless of sex or gender identity or expression.
- Placement of a child with an employee or an employee's registered domestic partner in connection with the adoption or foster care of the child by the employee. Such time is available to employees regardless of sex or gender.
- To care for an employee's spouse, registered domestic partner, child, parent, parent-in-law, grandparent, grandchild, or sibling who has a serious health condition.
- Because of an employee's own serious health condition that makes the employee unable to perform the functions of the employee's position, except for leave taken for disability on account of pregnancy, childbirth, or related medical conditions (see Pregnancy Disability Leave of Absence Policy).
- For certain qualifying exigencies (as defined below) related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child, or parent in the Armed Forces of the United States.

DEFINITIONS

A **"Serious Health Condition"** is an illness, injury, impairment, or physical or mental condition that involves either (i) inpatient care in a hospital, hospice, or residential care facility, or (ii) continuing treatment or supervision by a health care provider.

A **"child"** means a biological, adopted, or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis, regardless of age.

A **"parent"** means a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.

A **"parent-in-law"** means the parent of a spouse or registered domestic partner.

A **"sibling"** means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.

A **"qualifying exigency"** related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child, or parent ("military member") means any of the exigencies described in California Unemployment Insurance Code section 3302.2, a copy of which you may obtain from benefits@chipotle.com.

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These exigencies include:

- **Childcare and school activities.** To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.
- **Financial and legal arrangements.** To make or update various financial or legal arrangements; or to act as the military member's representative before a federal, state, or local agency in connection with service benefits.
- **Counseling.** To attend counseling (by someone other than a health care provider) for the employee, the military member, or for a child or dependent when necessary as a result of duty under a call or order to active duty.
- **Temporary rest and recuperation.** To spend time with a military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to fifteen (15) days of leave for each instance of rest and recuperation.
- **Post-deployment activities.** To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to ninety (90) days following termination of the military member's active duty status.

IDENTIFYING THE 12-MONTH PERIOD

Chipotle measures the twelve (12) month period in which leave is taken by the "rolling" twelve (12) month method, measured backward from the date of any CFRA leave. CFRA leave for the birth or placement of a child for adoption or foster care must be concluded within twelve (12) months of such birth or placement.

USING LEAVE

Eligible employees may take CFRA leave in a single block of time, intermittently (in separate blocks of time), or by reducing their normal work schedule (including the elimination of required overtime) when medically necessary for the serious health condition of the employee or to care for a covered family member. Eligible employees may also take intermittent or reduced-schedule leave for military qualifying exigencies. Employees who require intermittent or reduced-schedule leave for planned medical treatment must make a reasonable effort to schedule their leave so that it will not unreasonably disrupt Chipotle's operations. For the birth of or care for a newly-born child, or for the adoption or foster-care placement of a child, intermittent leave must be taken in increments of at least two (2) weeks, with shorter increments allowed on any two (2) occasions. For all other kinds of CFRA leave, intermittent leave may be taken in increments of at least one (1) hour.

USE OF PAID LEAVE

Depending on the reason for your leave, Chipotle may require you to use accrued paid leave (such as sick leave, vacation, or PTO), concurrently with some or all of your CFRA leave. If Chipotle does not require you to do

LEAVES OF ABSENCE

so, you may elect to substitute paid leave for CFRA leave, so long as you comply with Chipotle's normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.). Additionally, depending on the reason for your leave, an eligible employee may choose to take leave pursuant to a short- or long-term disability leave plan, during the otherwise unpaid portion of their CFRA leave. This paid disability leave runs concurrently with CFRA leave and may continue longer than the CFRA leave, if permitted by the disability leave plan.

MAINTENANCE OF HEALTH BENEFITS

Chipotle will maintain coverage under Chipotle's group health plan during your CFRA leave, on the same terms and conditions as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, Chipotle may recover premiums it paid to maintain health coverage or other benefits for you or your family during your leave. Use of CFRA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave. Consult the applicable plan document for all information regarding eligibility, coverage, and benefits.

NOTICE AND MEDICAL CERTIFICATION

In order to qualify for CFRA leave, you must provide:

- Reasonable advance notice (at least thirty (30) days) if the need for leave is foreseeable or notice as soon as practicable in the case of unforeseeable leave, in compliance with Chipotle's standard call-in procedures, absent unusual circumstances.

- Medical certification supporting the need for leave due to a serious health condition affecting you or a covered family member, within fifteen (15) calendar days of Chipotle's request (additional time may be permitted under certain circumstances). If you fail to do so, Chipotle may delay the start of your leave, retract any designation of CFRA leave, or deny leave, in which case your leave of absence would be treated in accordance with our other leave of absence and attendance policies. Second or third medical opinions and periodic re-certifications may also be required.

- Appropriate documentation, within fifteen (15) days of Chipotle's request (additional time may be permitted under certain circumstances), supporting the need for leave due to a qualifying military exigency. Such documentation may be in the form of a copy of the military member's active duty orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed, and the employee's relationship to the military member.

- Periodic reports as required by Chipotle during the leave regarding your status and intent to return to work.

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- Medical certification from your medical provider of your fitness to return to work, if the leave was due to your own serious health condition, as permitted by law.

Failure to comply with the above requirements may result in delay, denial of leave, or disciplinary action.

EMPLOYER RESPONSIBILITIES

Chipotle will inform you whether you are eligible for leave under CFRA. Should you be eligible for CFRA leave, Chipotle will provide a notice that specifies any additional information required as well as your rights and responsibilities. Chipotle will also inform you if leave will be designated under CFRA and, to the extent possible, note the amount of leave counted against your leave entitlement. If you are not eligible for CFRA leave, Chipotle will provide a reason for the ineligibility.

JOB RESTORATION

Except as otherwise provided by applicable law, upon returning from CFRA leave, you will be restored to the same or a comparable position as the position you held prior to the leave.



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FAILURE TO RETURN AFTER CFRA LEAVE

If you fail to return to work as scheduled or fail to contact Chipotle after your CFRA leave expires, you will be subject to Chipotle's standard leave of absence, attendance, and other policies. Likewise, following the conclusion of your CFRA leave, Chipotle's obligation to maintain your group health plan benefits may end (subject to any applicable COBRA rights). If you are unable to return to work after CFRA leave, you must notify your manager and benefits@chipotle.com. If Chipotle becomes aware of the need for additional leave, Chipotle will engage in an interactive process to determine whether the condition is a disability for which additional unpaid leave may be provided as a reasonable accommodation.

OTHER EMPLOYMENT

While on a leave of absence, employees are prohibited from holding other employment, including self-employment, not held immediately prior to the start of the leave. In other words, an employee who has another job in addition to the employee's job with Chipotle may continue working that job while on leave from Chipotle if medically able to do so, but such an employee may not seek and hold other employment to replace the employee's employment with Chipotle while on leave. This policy remains in force during all leaves of absence including CFRA leave and violation may result in disciplinary action, up to and including immediate termination of employment.

FRAUD

Providing false or misleading information or omitting material information in connection with a request for CFRA leave may result in disciplinary action, up to and including immediate termination.

FAMILY AND MEDICAL LEAVE ACT

The Family and Medical Leave Act ("FMLA") provides eligible employees the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave you may use is either twelve (12) or twenty-six (26) weeks within a twelve (12) month period depending on the reasons for the leave.

EMPLOYEE ELIGIBILITY

To be eligible for FMLA leave, you must:

- Have worked at least twelve (12) months for Chipotle in the preceding seven (7) years (limited exceptions apply to the seven-year requirement);
- Have worked at least 1,250 hours for Chipotle over the twelve (12) months preceding the date your leave would begin; and
- Currently work at a location where there are at least fifty (50) employees within seventy-five (75) miles.

All periods of absence from work due to or necessitated by service in the uniformed services are counted in determining FMLA eligibility.

REASONS FOR TAKING LEAVE

FMLA leave may be taken for the following reasons:

- Birth of an employee's child, including time for bonding with the child after birth (up to twelve (12) weeks). Such time is available to employees regardless of sex, gender identity or expression;

LEAVES OF ABSENCE

- Placement of a child with the employee in connection with the adoption or foster care of the child by the employee (up to twelve (12) weeks). Such time is available to employees regardless of sex, gender identity or expression;
- To care for an immediate family member (employee's spouse, child, or parent) with a serious health condition (up to twelve (12) weeks);
- Because of an employee's serious health condition that makes the employee unable to perform the functions of the employee's position (up to twelve (12) weeks);
- To care for a Covered Servicemember with a serious injury or illness related to certain types of military service (up to twenty-six (26) weeks) (see Military-Related FMLA Leave for more details); or,
- To handle certain qualifying circumstances arising out of the fact that the employee's spouse, son, daughter, or parent is on duty under a call or order to active duty in the Uniformed Services (up to 12 weeks) (see Military-Related FMLA Leave for more details).

The maximum amount of leave that may be taken in a twelve (12) month period for all reasons combined is twelve (12) weeks, with one exception. For leave to care for a Covered Servicemember, the maximum combined leave entitlement is twenty-six (26) weeks, with leaves for all other reasons constituting no more than twelve (12) of those twenty-six (26) weeks.

DEFINITIONS

A "Serious Health Condition" is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities for more than three full calendar days. The continuing treatment requirement includes two visits to a health care provider or one visit to a health care provider and a continuing regimen of care. An incapacity caused by pregnancy or prenatal visits, a chronic condition (such as asthma, diabetes or migraines) that continues over an extended period of time and requires periodic visits (at least two per year) to a health care provider, permanent or long-term conditions requiring supervision but not active treatment by a health care provider, or absences due to multiple treatments ordered by a health care provider may also meet the definition of a Serious Health Condition.

IDENTIFYING THE 12-MONTH PERIOD

Chipotle measures the twelve (12) month period in which leave is taken by the "rolling" twelve (12) month method, measured backward from the date of any FMLA leave with one exception. For leave to care for a Covered Servicemember, Chipotle calculates the twelve (12) month period beginning on the first day the eligible employee takes FMLA leave to care for a Covered Servicemember and ends twelve (12) months after that date. FMLA leave for the

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birth or placement of a child for adoption or foster care must be concluded within twelve (12) months of the birth or placement.

USING LEAVE

Eligible employees may take FMLA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule (including the elimination of required overtime) when medically necessary for the serious health condition of the employee or immediate family member, or in the case of a Covered Servicemember, their injury or illness. Eligible employees may also take intermittent or reduced-scheduled leave for military qualifying exigences. Intermittent leave is generally not permitted for the birth of a child, to care for a newly-born child, or for placement of a child for adoption or foster care; such leave must be taken in at least two-week increments. Employees who require intermittent or reduced-schedule leave for planned medical treatment must make a reasonable effort to schedule their leave so that it will not unduly disrupt Chipotle's operations. Intermittent leave is permitted in increments of at least one hour.

USE OF PAID LEAVE

Depending on the purpose of your leave request, Chipotle may require you to use accrued paid leave (such as sick leave, vacation, or PTO), concurrently with some or all of your FMLA leave. If Chipotle does not require you to do so, you may elect to substitute paid leave for FMLA leave, so long as you comply with Chipotle's normal procedures for the applicable paid-leave policy

(e.g., call-in procedures, advance notice, etc.). Additionally, depending on the purpose of your leave request, you may choose to take leave pursuant to a short- or long-term disability leave plan, during the otherwise unpaid portion of your FMLA leave. This paid disability leave runs concurrently with FMLA leave and may continue longer than the FMLA leave if permitted by the disability leave plan.

MAINTENANCE OF HEALTH BENEFITS

If you and/or your family participate in our group health plan, Chipotle will maintain coverage during your FMLA leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, Chipotle may recover premiums it paid to maintain health coverage or other benefits for you and your family. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave. Consult the applicable plan document on the Cultivate Me portal or email benefits@chipotle.com for all information regarding eligibility, coverage and benefits.

NOTICE AND MEDICAL CERTIFICATION

When seeking FMLA leave, you must provide:

- Sufficient information for us to determine if the requested leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that you are unable to perform job functions, a family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care

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provider, or circumstances supporting the need for military family leave. You must also inform Chipotle if the requested leave is for a reason for which FMLA leave was previously taken or certified.

- Thirty (30) days advance notice of the need to take FMLA leave, if the need for leave is foreseeable, or notice as soon as practicable in the case of unforeseeable leave and in compliance with Chipotle's normal call-in procedures, absent unusual circumstances;
- Medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member within fifteen (15) calendar days of Chipotle's request to provide the certification (additional time may be permitted in some circumstances). If you fail to do so, we may delay the commencement of your leave, withdraw any designation of FMLA leave or deny the leave, in which case your leave of absence would be treated in accordance with our standard leave of absence and attendance policies, subjecting you to disciplinary action, up to and including termination. Second or third medical opinions and periodic re-certifications may also be required;
- Periodic reports as deemed appropriate during the leave regarding your status and intent to return to work; and

- Medical certification of fitness for duty before returning to work, if the leave was due to your serious health condition, as permitted by law.
Chipotle will require this certification to address whether you can perform the essential functions of your position.

Failure to comply with these requirements may result in delay or denial of leave, or disciplinary action, up to and including termination.



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EMPLOYER RESPONSIBILITIES

To the extent required by law, Chipotle will inform you whether you are eligible for leave under the FMLA. Should you be eligible for FMLA/CFRA leave, Chipotle will provide you with a notice that specifies any additional information required as well as your rights and responsibilities. Chipotle will also inform you if leave will be designated as FMLA-protected and, to the extent possible, note the amount of leave counted against your leave entitlement. If you are not eligible for FMLA leave, Chipotle will provide a reason for the ineligibility.

JOB RESTORATION

Except as otherwise provided by applicable law, upon returning from FMLA leave, you will be restored to the same or a comparable position as the position held prior to the leave.

FAILURE TO RETURN AFTER FMLA LEAVE

If you fail to return to work as scheduled after FMLA leave or you exceed the twelve (12) week FMLA entitlement (or in the case of mili-

tary caregiver leave, the twenty-six (26) week FMLA entitlement), you will be subject to Chipotle's standard leave of absence and attendance policies. This may result in termination if you have no other Chipotle-provided leave available to you that applies to your continued absence. Likewise, following the conclusion of your FMLA leave, Chipotle's obligation to maintain your group health plan benefits may end (subject to any applicable COBRA rights). If you are unable to return to work after FMLA leave, you must notify your manager and benefits@chipotle.com. Once Chipotle is aware of the need for additional leave, Chipotle will engage in an interactive process to determine whether additional leave may be provided as a reasonable accommodation.

OTHER EMPLOYMENT

While on a leave of absence, employees are prohibited from holding other employment, including self-employment, not held immediately prior to the start of the leave. In other words, an employee who has another job in addition to the employee's job with Chipotle



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may continue working that job while on leave from Chipotle if medically able to do so, but such an employee may not seek and hold other employment to replace the employee's employment with Chipotle while on leave. This policy remains in force during all leaves of absence including FMLA leave and violation may result in disciplinary action, up to and including immediate termination of employment.

FRAUD

Providing false or misleading information or omitting material information in connection with an FMLA leave will result in disciplinary action, up to and including immediate termination.

MILITARY-RELATED FMLA LEAVE

FMLA leave may also be available to eligible employees in connection with certain service-related medical and non-medical needs of family members. There are two forms of such leave. The first is Military Caregiver Leave, and the second is Qualifying Exigency Leave. Each of these leaves is detailed below.

DEFINITIONS

A **“Covered Servicemember”** is either: (1) a current Servicemember of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness incurred in the line of duty for which the Servicemember is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list; or (2) a **“covered veteran”** who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

A **“covered veteran”** is an individual who was discharged under conditions other than dishonorable during the five (5) year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. The period between October 28, 2009 and March 8, 2013 is excluded in determining this five (5) year period.

The FMLA definitions of **“serious injury or illness”** for current Servicemembers and veterans are distinct from the FMLA definition of **“serious health condition.”** For purposes of Military-Related FMLA Leave, the term **“serious injury or illness”** means an injury or illness incurred by the Servicemember in the line of duty while on active duty in the Armed Forces that may render the Servicemember medically unfit to perform the duties of the Servicemember's office, grade, rank, or rating, or one that existed before the beginning of active duty and was aggravated by service in the line of duty while on active duty.

With regard to covered veterans, the serious injury or illness may manifest itself before or after the individual assumed veteran status, and is: (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the Servicemember unable to perform the duties of the Servicemember's office, grade, rank or rating; (2) a physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; (3) a physical or mental condition that substantially impairs the veteran's

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ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would be so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

“**Qualifying exigencies**” include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, parental care, and post-deployment debriefings.

MILITARY CAREGIVER LEAVE

Unpaid Military Caregiver Leave is designed to allow eligible employees to care for certain family members who have sustained serious injuries or illnesses in the line of duty while on active duty. The family member must be a “Covered Servicemember,” which means: (1) a current member or veteran of the Armed Forces, National Guard or Reserves, (2) who is undergoing medical treatment, recuperation, or therapy or, in the case of a veteran, who was a member of the Armed Forces, National Guard or Reserves, who was discharged or released under conditions other than dishonorable at any time within five years prior to the treatment which an eligible employee requests; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, (3) for a serious injury or illness that may render current member medically unfit to perform the duties of the member’s office, grade, rank, or rating. Military Caregiver Leave is not available to care for Servicemembers on the permanent disability retired list. Serious injury or illness specifi-

cally includes, but is not limited to, aggravation of a preexisting condition while in the line of duty.

To be eligible for Military Caregiver Leave, you must be a spouse, child, parent, or next of kin of the Covered Servicemember. “Next of kin” means the nearest blood relative of the Servicemember, other than the Servicemember’s spouse, parent, child, in the following order of priority: blood relatives who have been granted legal custody of the Servicemember by court decree or statutory provisions; siblings; grandparents; parent’s siblings; and first cousins; unless the Servicemember has specifically designated in writing another blood relative as their nearest blood relative for purposes of Military Caregiver Leave. You must also meet all other eligibility standards as set forth within the FMLA Leave policy.

An eligible employee may take up to twenty-six (26) workweeks of Military Caregiver Leave to care for a Covered Servicemember in a “single twelve (12) month period.” The “single twelve (12) month period” begins on the first day leave is taken to care for a Covered Servicemember and ends twelve (12) months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If you do not exhaust your twenty-six (26) workweeks of Military Caregiver Leave during this “single twelve (12) month period,” the remainder is forfeited. Military Caregiver Leave applies on a per-injury basis for each Servicemember. Consequently, an eligible employee may take separate periods of caregiver leave for each and every Covered Servicemember, and/or for each and every serious injury or illness of the same Cov-

LEAVES OF ABSENCE

ered Servicemember. A total of no more than twenty-six (26) workweeks of Military Caregiver Leave, however, may be taken within any single twelve (12) month period.

Within the “single twelve (12) month period” described above, an eligible employee may take a combined total of twenty-six (26) weeks of FMLA leave including up to twelve (12) weeks of leave for any other FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the employee or close family member, or a qualifying exigency). For example, during the “single twelve (12) month period,” an eligible employee may take up to sixteen (16) weeks of FMLA leave to care for a Covered Servicemember when combined with up to ten (10) weeks of FMLA leave to care for a newborn child.

An employee seeking Military Caregiver Leave may be required to provide appropriate certification from the employee and/or Covered Servicemember and completed by an authorized health care provider within fifteen (15) days. Military Caregiver Leave is subject to the other provisions in our FMLA Leave Policy (requirements regarding employee eligibility, appropriate notice of the need for leave, use of accrued paid leave, etc.). Military Caregiver Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

QUALIFYING EXIGENCY LEAVE

Eligible employees may take unpaid “Qualifying Exigency Leave” to tend to certain “exigencies” arising out of the duty under a call or order to active duty of a “covered military

member” (i.e., the employee’s spouse, child, or parent). Up to twelve (12) weeks of Qualifying Exigency Leave is available in any twelve (12) month period, as measured by the same method that governs measurement of other forms of FMLA leave within the FMLA policy (with the exception of Military Caregiver Leave, which is subject to a maximum of twenty-six (26) weeks of leave in a “single twelve (12) month period”). The maximum amount of “Qualifying Exigency Leave” an employee may utilize to bond with a military member on short-term, temporary rest and recuperation during deployment is fifteen (15) days.

Although Qualifying Exigency Leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the combined total exceed twelve (12) weeks in any twelve (12) month period (with the exception of Military Caregiver Leave as set forth above). The employee must meet all other eligibility standards as set forth within the FMLA policy.

Persons who can be ordered to active duty include active and retired members of the Regular Armed Forces, certain members of the retired Reserve, and various other Reserve members including the Ready Reserve, the Selected Reserve, the Individual Ready Reserve, the National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve.

A call to active duty refers to a *federal* call to active duty, and state calls to active duty are not covered unless under the order of the President of the United States pursuant to certain laws.

LEAVES OF ABSENCE

Qualifying Exigency Leave is available under the following circumstances:

- Short-notice deployment. To address any issue that arises out of short notice (within seven days or less) of an impending call or order to active duty.
- Military events and related activities. To attend any official military ceremony, program, or event related to active duty or a call to active duty status or to attend certain family support or assistance programs and informational briefings.
- Childcare and school activities. To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.
- Financial and legal arrangements. To make or update various financial or legal arrangements; or to act as the covered military member's representative before a federal, state, or local agency in connection with service benefits.
- Counseling. To attend counseling (by someone other than a health care provider) for the employee, the covered military member, or for a child or dependent when necessary as a result of duty under a call or order to active duty.
- Temporary rest and recuperation. To spend time with a covered military member who is on short-term, temporary rest and recuperation leave during the period of deployment.

peration leave during the period of deployment. Eligible employees may take up to fifteen (15) days of leave for each instance of rest and recuperation.

- Post-deployment activities. To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to ninety (90) days following termination of the covered military member's active duty status. This also encompasses leave to address issues that arise from the death of a covered military member while on active duty status.
- Mutually agreed leave. Other events that arise from the close family member's call or order to active duty, provided that Chipotle and the employee agree that such leave qualifies as an exigency and agree to both the timing and duration of such leave.

An employee seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the covered military member's active duty orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the employee's relationship to the military member, within fifteen (15) days. Qualifying Exigency Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

LEAVES OF ABSENCE

PERSONAL LEAVE OF ABSENCE

Additional types of unpaid personal leaves of absence may be granted in the sole discretion of management, for up to a maximum of thirty (30) days. An extension beyond thirty (30) days will be considered on an individual basis.

Failure to report to work as scheduled following a personal leave of absence may result in disciplinary action, up to and including termination. Time spent on personal leave of absence will not be used for computing benefits such as vacation or holidays.

You should speak directly with your manager and benefits@chipotle.com prior to taking a leave to ensure your understanding of all of your obligations to Chipotle while on leave, such as your periodic reporting and re-verification obligations. Failure to comply with Chipotle's policy may substantially affect your ability to return to work under this policy.

BEREAVEMENT LEAVE

Full-time employees may be eligible for bereavement leave. More information about this benefit can be found in the [Cultivate Me](#) portal.





WHAT WE EXPECT OF YOU



WHAT WE EXPECT OF YOU



COURTESY AND PROFESSIONALISM

Employees who engage in contact with guests, vendors, other employees and/or members of the public in the course of their job duties must show such persons courtesy and professionalism at all times. Rudeness, or profanity in the presence of our guests, vendors, other employees, or members of the public will not be tolerated, and may result in disciplinary action, up to and including termination.

Failure to conduct oneself professionally and live Chipotle's values creates a difficult working environment and prevents Chipotle from providing quality service to our guests.

If you consistently fail to approach your job duties in a professional manner, you may be subject to disciplinary action, up to and including termination. We encourage positive and collaborative interactions at Chipotle that create leadership and teamwork!

WHAT WE EXPECT OF YOU

FOOD SAFETY POLICIES AND PROCEDURES

Chipotle is committed to serving only safe, high quality food in our restaurants, and our food safety programs and practices are designed to prevent public health risks that can occur from handling, preparing, and storing food.

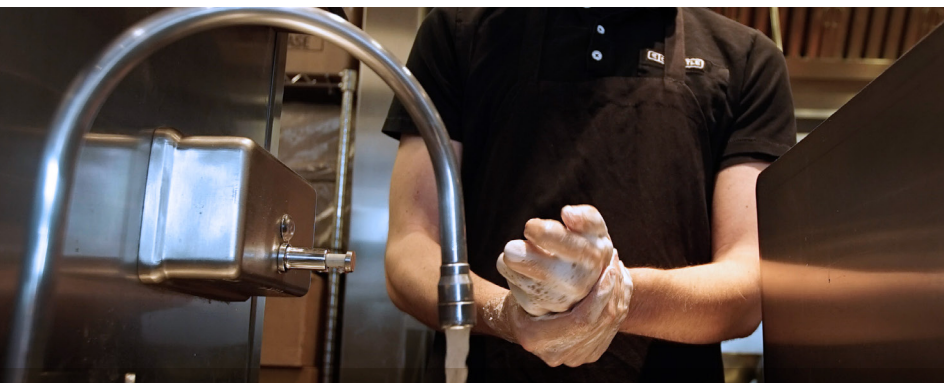
All employees must comply with Chipotle's food safety programs and practices, including Chipotle's Critical Control Points, [Illness Policy](#), [Handwashing Policy](#), Uniform Policy and Food Safety Seven, and complete all trainings and certifications that may be required for your position, including DOJ Food Safety Training, ServSafe, HACCP, Onboarding Training, state specific food handling cards, and Quarterly Food Safety Training.

Chipotle adheres to federal, state, and local regulations regulating food safety. In your role, you may be required or asked by our Food Safety and Compliance teams to conduct, participate in, or respond to audits related to Food Safety.

Failure to comply with Chipotle's food safety programs and practices, including audits, training, or failure to timely complete food safety compliance requirements, may result in disciplinary action, up to and including termination.

This Employee Handbook does not list all the requirements and responsibilities pertaining to Food Safety and compliance.

Any questions or concerns related to food safety, including our practices and policies or requirements should be sent to FoodSafetyCompliance@chipotle.com.



WHAT WE EXPECT OF YOU

ALCOHOL AND DRUG POLICY

All employees are prohibited from manufacturing, cultivating, distributing, dispensing, possessing, or using illegal drugs and marijuana (regardless of prescription) or other unauthorized, mind-altering, or intoxicating substances while on Chipotle property (including parking areas and grounds), or while otherwise performing their work duties away from Chipotle's premises. Included within this prohibition are lawful controlled substances which have been illegally or improperly obtained. This policy does not prohibit the possession and proper use of lawfully prescribed drugs other than marijuana taken in accordance with the prescription.

Employees are also prohibited from having any such illegal or unauthorized controlled substances (and marijuana regardless of prescription) in their system while at work and from having excessive amounts of otherwise lawful controlled substances in their systems.

All employees are prohibited from distributing, dispensing, possessing, or using alcohol while at work or on duty. Furthermore, off-duty alcohol use, while generally not prohibited by this policy, must not interfere with your ability to perform the essential functions of your job. From time to time, Chipotle may host events where alcohol is served. During these authorized Chipotle events, employees are permitted to engage in moderate consumption of alcohol that is served. Employees are expected to exercise good personal judgement concerning alcohol consumption and must not overindulge.

PRESCRIPTION DRUGS

With the exception of medically prescribed marijuana, the proper use of medication prescribed by your physician is not prohibited; however, we do prohibit the misuse of prescribed medication. Employees' drug use may affect their job performance, such as by causing dizziness or drowsiness. You are required to disclose to your manager any medication that may cause a risk of harm to yourself or to others in performing your job duties. It is your responsibility to determine from your physician whether a prescribed drug may impair your job performance.

NOTIFICATION OF IMPAIRMENT

Each employee who observes or has knowledge of another employee in a condition which impairs the employee in the performance of their job duties, or who presents a hazard to the safety and welfare of others, or is otherwise in violation of this policy, must promptly report that fact to their manager or another member of management.

WHO IS TESTED?

You may be required to submit to drug or alcohol screening whenever Chipotle has a reasonable suspicion that you have violated any of the rules set forth in this policy. Reasonable suspicion may arise from, among other factors, supervisory observation, co-worker reports or complaints, performance decline, attendance or behavioral changes, results of searches or other detection methods, or involvement in a work-related injury or accident that may have been caused by drug or alcohol impairment.

WHAT WE EXPECT OF YOU

Injury or accident-based testing does not apply where the incident or accident is unlikely to have occurred as a result of drug or alcohol use, or where the cause of the incident or injury is known or clear (e.g., back sprains from lifting a heavy object, bug bites that require treatment, etc.).

Additionally, employees in safety sensitive positions may be tested on a random or periodic basis to the extent permitted by applicable state and federal laws.

DISCIPLINE

Violation of this policy or any of its provisions may result in disciplinary action, up to and including termination of employment.

ENFORCEMENT POLICY

In order to enforce this policy and procedures, Chipotle may investigate potential violations and require employees to undergo drug or alcohol screening, including urinalysis, blood tests, or other appropriate tests and, where appropriate, searches of all areas of Chipotle's physical premises, including, but not limited to work areas, personal articles, employee's clothes, desks, work stations, lockers, personal and Chipotle vehicles. You will be subject to disciplinary action, up to and including termination of employment for refusing to cooperate with searches or investigations refusing to submit to screening, tampering with any screening sample, or for failing to execute consent forms when required by Chipotle.

DAMAGE TO PROPERTY

Deliberate or careless damage to a co-workers', vendors', or guests' property or the property of Chipotle will not be tolerated, and may result in disciplinary action, up to and including termination of employment.

FRAUD, DISHONESTY AND FALSE STATEMENTS

Employees and applicants are prohibited from providing false, dishonest, or misleading information on or in any application, medical history record, leave request, invoice, time entry, investigative questionnaire and meetings, workplace injury report, or any other Chipotle document. Employees are likewise prohibited from making any knowingly false or defamatory statements to an employee or third party with respect to the performance of the employee's job duties. Under the law, an employee may be held personally liable for making knowingly false or defamatory statements to guests.

Any employee found to have made knowingly false, or defamatory statements as detailed above will be subject to immediate termination of employment. If you observe any such violations, please report them to your PEP if you are in the RSC, or the RPE Team if you are in a restaurant or other member of management immediately.

WHAT WE EXPECT OF YOU

GAMBLING

Gambling is prohibited on Chipotle property, or through the use of Chipotle's property, such as computers and telephone equipment, and may result in disciplinary action, up to and including termination of employment.

GIFTS AND ENTERTAINMENT

Our success depends in a large part on the relationships we develop with our suppliers and business partners, which may involve exchanging gifts, sharing business meals, attending entertainment events, and other business courtesies. However, we must be careful to make sure that these activities do not create or appear to create a sense of obligation on either party or compromise our professional judgment as Chipotle employees. Please refer our [Code of Ethics](#) for information on our policy regarding Gifts and Entertainment.

ILLEGAL ACTIVITY

Employees are not permitted to engage in any kind of illegal activity while on duty or on Chipotle's premises/facilities, or while off the job which reflects detrimentally on Chipotle's reputation. Employees who engage in illegal activity may be disciplined or terminated and may also be reported to law enforcement.

INSUBORDINATION

We all have duties to perform and every employee must follow directions from their manager. Employees must not refuse to follow the reasonable, job-related directions of a member of management or to treat a member of management in an insubordinate manner. Employees who engage in insubordinate conduct may be disciplined or terminated.

MISUSE OF PROPERTY

Employees are prohibited from misusing, or using without authorization, equipment, vehicles or the property of Chipotle, guests, vendors, or other employees of Chipotle. Any non-business use of Chipotle's office equipment must be approved by management. Misuse of property may lead to disciplinary action, up to and including termination.

THEFT

Theft of money or property from Chipotle, your co-workers, or guests is strictly prohibited and a crime punishable by state and/or federal laws. Employees found to have stolen or misappropriated money or property will be subject to immediate termination and will also be reported to law enforcement. Chipotle reserves the right to inspect all purses, briefcases, backpacks, packages, lockers, and vehicles on Chipotle's property to investigate allegations of theft. Failure to cooperate in such a search will result in disciplinary action, up to and including termination.

WHAT WE EXPECT OF YOU

OFF-DUTY USE OF CHIPOTLE FACILITIES/PREMISES

Employees are prohibited from being inside of on Chipotle premises or any external working areas if they interfere with other employees who are working. Employees are expressly prohibited from using Chipotle facilities, property, or equipment for personal use. Violation of this policy may lead to disciplinary action, up to and including termination.

OFF-DUTY SOCIAL AND RECREATIONAL ACTIVITIES

During the year, Chipotle may sponsor social or recreational activities for its employees. Your attendance at these events is completely voluntary and is not required as a condition of employment. Neither Chipotle nor its insurer will be liable for the payment of workers' compensation benefits for any injury that arises out of your voluntary participation in any off-duty recreational, social, or athletic activity that is not part of your job duties.

OUTSIDE EMPLOYMENT

Employees may work a second job as long as it does not interfere with their Chipotle job. You also must:

- Not use Chipotle confidential information or resources in connection with an investment or business venture that is not related to or otherwise approved of by Chipotle.
- Not work (including as a contractor or consultant) for a competitor of Chipotle

unless your role is unlikely to be create a conflict of interest with Chipotle.

- Disclose to Chipotle that you have a financial interest in or are employed by (including as a contractor or consultant) a current or potential supplier or business partner of Chipotle.

CONFLICT OF INTEREST

All employees are expected to avoid conduct that is disloyal, competitive, or damaging to Chipotle, such as using illegal business practices (for example, intentionally underpaying a supplier or wrongly reporting a delivery was short) or otherwise engaging in illegal or discriminatory activity in the course of your duties at Chipotle. A “conflict of interest” arises any time you have a personal or financial interest that results in competition with Chipotle, interferes with an employee’s judgment concerning Chipotle’s best interests, or exploits an employee’s position with Chipotle for personal gain. Because our reputation is at risk, we each have a duty to avoid situations that could create—or even appear to create—a conflict of interest.

Employees must disclose any actual or perceived conflicts of interest to their manager and the Ethics & Compliance Team. Ethics & Compliance has the authority to deny requests if the actual or perceived conflict cannot be resolved. Situations involving a conflict of interest may not always be obvious or easy to resolve, so you should report actions that may involve a conflict of interest to your manager or another member of management as well as Ethics & Compliance. Failure to report an actu-

WHAT WE EXPECT OF YOU

al or perceived conflict of interest may lead to disciplinary action or termination.

PERSONAL APPEARANCE

At Chipotle, we want you to be your Authentic Self, have fun and show off your personality, but we also expect you to uphold our standards. So, when you are working, we expect your clothes to be clean, with no visible holes, rips, tears or stains, and for you to follow the guidelines outlined in the [Uniform Style Guide](#) and Chipotle's Uniform Policy for restaurant employees. Employees who are provided with uniforms must keep them in a neat and clean condition and must wear them at all times when on duty.

You should dress and present yourself in a manner that reflects the professionalism that you bring to teaching and tasting Chipotle every day. We feel that these qualities go further than any other factor in making a favorable impression on guests and your co-workers. Employees who report to work in unacceptable attire may be required to leave work and return in acceptable attire. Such time away from work will be without pay.

YOUR PERFORMANCE

You are expected to make every effort to learn your job and to perform at a level satisfactory to Chipotle at all times. Consistent failure to do so may result in disciplinary action, up to and including termination.

PERFORMANCE FEEDBACK

All employees receive performance feedback at regular intervals. Additionally, Chipotle encourages employees to talk with their manager about their future goals and growth. Don't feel that you need to wait for a formal feedback meeting to discuss job issues, your career opportunities, or your performance. If you need help or training in certain aspects of your job, let your manager know. If you have not had a performance feedback discussion, or received your performance review and have questions, please contact your Manager or your Manager's Manager. You can also contact your PEP if you are in the RSC or the RPE Team if you are in a restaurant.

PERSONAL RELATIONSHIP POLICY

Chipotle is committed to maintaining a friendly, but professional working environment. The purpose of this policy is to provide guidelines for employees who have or develop personal relationships in the workplace. This policy is designed to prevent potential issues that may arise from such relationships, including but not limited to problems/perceptions with supervision and favoritism, potential conflicts of interest, safety and security, morale, and other issues that may cause disruption or create a negative or unprofessional work environment.

EMPLOYMENT OF RELATIVES

While Chipotle does not prohibit the hiring relatives of employees, family members will typically not be eligible for employment with Chipotle where potential problems of supervision, safety, security or morale, or potential conflicts of interest exist. More specifically, family members will not be hired into or transferred into posi-

WHAT WE EXPECT OF YOU

tions where they would have authority over, direct or indirect supervision of, or would otherwise be supervised by another family member.

Chipotle also reserves the right to determine if a close enough familial relationship exists to prohibit a supervisory relationship. It further reserves the right to take all steps it deems necessary to prevent conflicts of interest.

For the purposes of this policy, “family member” shall include a spouse, parent, domestic partner, child, sibling, parent’s siblings, grandparent, grandchild, sibling’s child, in-law or step-relative, cousins, a relative of a domestic partner in one of these relationships, or any person residing in the same household as the employee.

ROMANTIC/PHYSICAL RELATIONSHIP POLICY FOR MANAGERS

Any involvement of a romantic or consensual physical and/or sexual nature between any supervisory employee and any subordinate employee, either directly or indirectly, must be immediately reported by both participating employees to the Team Director, Functional Leader, or PEP if you are in the RSC, or RPE Team if you are in a restaurant.

Once reported, the Team Director and/or Functional Leader or respective PEP or RPE Team representative will meet with the respective employees to discuss the best course of action and will take all steps it deems necessary to prevent conflicts of interest.



WHAT WE EXPECT OF YOU

RELATIONSHIPS BETWEEN NON-MANAGERIAL ADULT EMPLOYEES

Chipotle expects all adult employees involved in a consensual physical, sexual and/or romantic relationship while working for Chipotle to behave professionally at all times. Such employees must avoid inappropriate behavior while at the workplace or while on Chipotle's paid time or business, including refraining from public displays of affection, sexual innuendo, suggestive comments, and sexually oriented joking.

If Chipotle determines that a relationship between two peer employees with no reporting relationship presents an actual or potential conflict of interest or is disruptive in a manner inconsistent with the goals of this policy, Chipotle reserves the right to take all steps it deems necessary to prevent conflicts of interest.

ROMANTIC/PHYSICAL RELATIONSHIPS WITH MINOR EMPLOYEES ARE STRICTLY PROHIBITED

All employees, including supervisory employees and employee peers, are prohibited from engaging in or pursuing romantic, physical and/or sexual relationships with any minor employee under the age of 18. All employees are further prohibited from engaging in conduct with any minor employee that may create the appearance of impropriety or lead to conduct that is not in Chipotle's interest. This policy will be strictly enforced, and any violation will result in termination of employment.

All employees must also remember that Chipotle maintains a strict policy against unlawful harassment of any kind, including sexual harassment.

SMOKING

Smoking is prohibited in all Chipotle buildings and vehicles. This policy specifically extends to electronic cigarettes ("e-cigarettes") or any other personal vaporizing devices. Smoking must be confined to designated outdoor areas. Of course, smoking is prohibited in all areas where hazardous and flammable materials are present. Violation of this policy will result in disciplinary action, up to and including termination.

SOLICITATION - DISTRIBUTION POLICY

Our primary goal at Chipotle is to provide our guests with the best service possible. In order to allow employees to perform their job duties and provide our guests with their undivided attention, the solicitation by an employee of another employee for the support of any organization is prohibited during the working time of either employee. In addition, the distribution of paper advertising mate-

WHAT WE EXPECT OF YOU

rials, handbills or other literature is prohibited during working time and is prohibited in all working areas and sales areas at all times. Working areas include those areas of restaurants where employees perform their job duties or responsibilities. Similarly, non-employees may not come on Chipotle's property at any time to solicit for any cause or distribute material or literature of any kind for any purpose. Violation of this policy may lead to disciplinary action, up to and including termination, as permitted by applicable law.

WORKPLACE VIOLENCE POLICY

Chipotle has a zero-tolerance policy for violent acts or threats of violence against our employees, applicants, guests, or vendors.

We do not allow fighting, threatening words, or conduct. Weapons of any kind are strictly prohibited and not permitted on Chipotle premises, including in Chipotle vehicles or parking areas.

No employee may commit or threaten to commit any violent act against a co-worker or Third Parties. This includes discussions of the use of dangerous weapons, such as bombs, guns, or knives, even in a joking manner.

Employees who are subjected to or threatened with violence in the workplace, or are aware of another individual who has been subjected to or threatened with violence, are to report this information to their manager or their PEP if they are in the RSC, or the RPE Team if they are in a restaurant as soon as possible.

All threats should be taken seriously. Please bring all threats to our attention so that we can deal with them appropriately.

All threats will be thoroughly investigated, and all complaints which are reported to management will be treated with as much confidentiality as possible. Employees who threaten or commit acts of violence may be subject to disciplinary action, up to and including termination.



WORKPLACE SAFETY AND SECURITY

WORKPLACE SAFETY AND SECURITY

BACKGROUND SCREENING

Chipotle reserves the right to conduct background screening on all of its employees. Should you have any questions regarding Chipotle's background screening policy, please contact your PEP if you are in the RSC, or the RPE Team if you are in a restaurant.

CHIPOTLE KEYS/ENTRY CARDS

Each employee to whom a key and/or entry card is given is responsible for proper use of that key and/or entry card and will be required to sign for it. A lost or misplaced key and/or entry card must be reported immediately to your manager. Never duplicate or loan a key and/or entry card to anyone for any reason. See your manager if you need another key and/or entry card. All keys and/or entry cards must be turned in to your manager or PEP upon separation from Chipotle. Employees who take a leave of absence must turn in any keys, POS cards and/or entry cards prior to beginning their leave.

HAZARDOUS AND TOXIC MATERIALS

If your job requires that you use hazardous or toxic materials, you are expected to comply with all laws, rules, and regulations concerning their safe handling and disposal. If you have any questions about the materials you work with or the proper safety or disposal procedures to follow, please discuss them with your manager before taking any action.

HOUSEKEEPING

Work areas must be maintained in a clean, healthy, and orderly fashion to prevent unsafe conditions and potential accidents. If you observe conditions or equipment which are potentially dangerous, report them immediately to your manager. It is each employee's responsibility to make sure the work area is clean and orderly at the completion of the scheduled work shift before clocking out. Employees may not litter or discard personal items on the premises.

MEETINGS

From time to time, individual or group meetings may be scheduled either during or outside of your normal working hours. You are required to attend all Chipotle meetings involving your department or which you have been asked to attend, unless excused by your manager. If you are an hourly employee, you must report your time attending such meeting, and will be paid for your time.

PARKING

So that we will have sufficient and convenient parking for our guests, we require all of our employees to park their vehicles in the area designated for employee parking where applicable. If you have any questions as to where you should park your vehicle, please ask your manager.

WORKPLACE SAFETY AND SECURITY

EMPLOYEE RECORDS

Recognizing the confidential nature of the information in your employee record, Chipotle limits access to the employee records to you and those with proper authorization or pursuant to legal process.

No documents contained in your employee file will be released without your consent, except pursuant to legal process. Any records of medical evaluation results will be maintained in a separate file, in accordance with legal requirements, and may only be reviewed by authorized individuals.

You may review your own employee file with your PEP if you are in the RSC or the RPE Team if you are in the restaurants. Additionally, a manager may review your employee file if you have a current reporting relationship to that manager or have been interviewed and are being considered for a position reporting to that manager. Your employee records also are subject to review by investigative agencies, or during periodic internal audits conducted by Chipotle.

Within thirty (30) days of an employee's written request, or the written request of the employee's designated representative, Chipotle will either make employee records available to the employee for inspection or provide a copy of the employee's employee records to the employee or the employee's designated representative. The employee may be responsible for the cost of copying the records.

SAFETY

It is our policy to promote safety on the job. The health and well-being of our employees is Chipotle's top priority. For this reason, every employee is urged to follow common sense safety practices and correct or report any unsafe conditions to their manager.

Each employee is expected to assist Chipotle in maintaining safe working conditions. Safety is everyone's responsibility.

Chipotle will provide a safe working environment for its employees in compliance with applicable occupational health and safety laws and regulations. Management is responsible for ensuring that all employees adhere to safe work practices and procedures and receive adequate training in their specific work tasks to minimize exposure to workplace hazards.

All accidents, including those which do not appear to involve serious injury and those involving guests, must be reported immediately to your manager. It is only through full knowledge of every accident that Chipotle can continue to be a safe and healthy place for everyone to work.

Consult Chipotle's EHS Program Manual for additional information.

REMEMBER: SAFETY FIRST.

WORKPLACE SAFETY AND SECURITY

SEARCHES AND INSPECTIONS

In order to protect the safety and property of all of our employees, Chipotle reserves the right to inspect employees' lockers, desks, cabinets, briefcases, backpacks, toolboxes, purses, personal computers, personal motor vehicles, and any other personal belongings brought onto Chipotle property. Employees are expected to cooperate in any search. Failure to cooperate will result in disciplinary action, up to and including termination of employment.

TRAVEL AND EXPENSE POLICY

Chipotle will reimburse employees for all approved, reasonable, and necessary business-related expenses in accordance with our Travel and Expense Policy.

USE OF PERSONAL OR CHIPOTLE VEHICLES

Please see the "Driver Policy" for Chipotle's policy on Chipotle vehicles and for anyone driving their personal vehicles for Chipotle business under the car allowance or mileage reimbursement programs.

MILEAGE REIMBURSEMENT

Employees who must use their personal car for Chipotle business will be reimbursed at the IRS Standard Mileage Rate. Mileage reimbursements are intended to cover expenses related to the operation of a personal vehicle, including the price of gasoline, insurance, maintenance, and ordinary wear-and-tear costs. Please see the Travel and Expense Policy for specific rules on when/what is covered, and how to submit for reimbursement.





TECHNOLOGY AND INFORMATION

TECHNOLOGY AND INFORMATION

Chipotle invests in information technology to facilitate the business of Chipotle. These tools are intended to assist employees with the execution of their job duties and must not be abused.

Chipotle has adopted the [Acceptable Use Policy](#) to define activities that are permissible when using any Chipotle data, computer, and/or communications assets, and systems. All Chipotle employees share in the responsibility for ensuring that Chipotle information assets and resources receive an appropriate level of protection by ensuring compliance with the [Acceptable Use Policy](#). Please refer to our [Acceptable Use Policy](#) and [Information Security Policy](#) for detailed guidelines on the use of Chipotle's information technology. Violation of the [Acceptable Use Policy](#) and [Chipotle Information Security Policy](#) will result in disciplinary action, including termination.

MOBILE AND ELECTRONIC DEVICES

Excessive use of personal mobile or electronic devices ("mobile devices") during the workday can interfere with employee productivity, impact food safety and be distracting to others. Employees are, therefore, prohibited from using mobile devices, headphones, and ear buds during working times and in food preparation or handling areas in our restaurants, except in the case of an emergency.

Employees may not use a mobile device in a manner that violates our Policy Against Unlawful Harassment, Discrimination, or Retaliation, Equal Employment Opportunity Policy, or any other Chipotle policies or in a way

that disrupts our business practices.

Chipotle will not be liable for the loss of mobile devices brought into the workplace.

PERSONAL USE OF CHIPOTLE-PROVIDED HANDHELD DEVICES

Chipotle may issue a Chipotle-owned handheld device to an employee for work-related communications. These devices should be used in accordance with this policy. Employees will be held responsible for any charges incurred for an employee's personal or unauthorized use of any Chipotle-provided mobile devices.

RECORDING DEVICES

Employees are prohibited from photographing or making audio or video recordings of our guests at any time. Employees are also prohibited from photographing, making audio or video recordings, or copying for their own use confidential business documents information or non-public areas of the restaurant or RSC, unless doing so is protected by law, including, for example rights protected by the National Labor Relations Act, such as photography or recordings related to employee wages or working conditions. Employees who violate this policy are subject to disciplinary action, up to and including immediate termination of employment.

REIMBURSEMENT

Unless expressly authorized by Chipotle, using a personal mobile device for work is not a necessary part of the job. Chipotle may provide mobile devices for employees who are required to use mobile devices for business. If you feel that your job duties require use of a mobile device, please seek authorization from a manager prior to using your personal mobile

TECHNOLOGY AND INFORMATION

device for work. To the extent possible, employees should conduct Chipotle business by using Chipotle-provided phones rather than by their personal mobile devices.

Chipotle reimburses employees for business expenses reasonably incurred in performing their duties, including employees' mandatory use of their personal mobile device. If your job requires you to use your personal mobile device, such usage will generally be reimbursed at a reasonable rate. If you believe that the business that is being conducted via your mobile device results in an expense to you that is greater than what Chipotle is offering, please contact your PEP if you are in the RSC, or the RPE Team if you are in a restaurant.

Reimbursement for any expense will only be made upon the employee's timely submission of a request for reimbursement along with sufficient documentation, such as receipts. It is the employee's responsibility to seek reimbursement for business expenses, as Chipotle can only reimburse expenses for which it receives a request and sufficient documentation.

INFORMATION TECHNOLOGY

The following along with the [Acceptable Use Policy](#) and the [Information Security Policy](#) governs the use of all Chipotle-owned computers, databases, and personal computers used for Chipotle business, email and voice mail systems, and Internet access via Chipotle computers and/or data lines, hereinafter referred to as "Chipotle IT." Personal computers used for Chipotle business include laptops, tablets, or home computers that are connected with Chipotle's network on a regular or intermittent basis.

Chipotle invests in information technology to facilitate the business of Chipotle. These tools are intended to assist employees with the execution of their job duties and must not be abused. Employees should not use or access Chipotle IT in any manner that is contrary to our policies.

CHIPOTLE PROPERTY

All Chipotle IT is Chipotle's property. All information that is temporarily or permanently stored, transmitted, or received with the aid of Chipotle IT remains the sole and exclusive property of Chipotle.

In addition, all data temporarily or permanently received, collected, downloaded, uploaded, copied, and/or created on Chipotle IT, and all data temporarily or permanently received, collected, downloaded, uploaded, copied, and/or created on non-Chipotle computers used for Chipotle business that relates in any manner to Chipotle's business is subject to monitoring by Chipotle, is the exclusive property of Chipotle and may not be copied or transmitted to any outside party or used in any manner that violates our policies.

All software that has been installed on Chipotle IT may not be used in any manner that violates our policies.

Upon termination of employment, employees are prohibited from removing any software, documents, or data from Chipotle IT and must completely remove all data collected, downloaded, and/or created on non-Chipotle computers used for Chipotle business that relate in any manner to Chipotle's business. Upon request of Chipotle, a terminating employee

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will provide proof that such data has been removed from all personal computers used for Chipotle business.

PROHIBITED USE UNDER ANY CIRCUMSTANCES

It is not possible to identify every type of inappropriate or impermissible use of Chipotle's IT. The following conduct, however, is strictly prohibited under any circumstances and at any time:

- Employees may not transmit, retrieve, download, or store inappropriate messages or images relating to sex, sexual orientation, gender identity, gender expression, race, religion, ethnicity or any other protected category as defined in the Equal Employment Opportunity Policy, or any other status protected under federal, state, and local laws.
- Employees may not use Chipotle IT in any way that violates Chipotle's policy against unlawful harassment, including sexual harassment. By way of example, employees may not transmit messages that would constitute sexual harassment; may not use sexually suggestive or explicit screen savers or backgrounds; may not access, browse, receive, transmit, or print pornographic, obscene or sexually offensive material or information; and may not access, browse, transmit, retrieve, download, store, or print messages or images that are offensive, derogatory, defamatory, off-color, sexual in content, or otherwise inappropriate in a business environment. Employees are also prohibited from communicating threatening or harassing statements to another employee, or to a vendor, guest, or other outside party.
- Employees may not use Chipotle IT in any manner that violates Chipotle's policies.
- Employees may not use or allow another individual to use Chipotle IT for any purpose that is competitive with Chipotle. All such access and use is unauthorized.
- Employees must honor and comply with all laws applicable to trademarks, copyrights, patents and licenses to software and other electronically available confidential and proprietary information. Employees may not send, receive, download, upload, or copy software or other copy-righted or otherwise legally protected information through Chipotle IT, email, or the Internet without prior authorization. This does not apply to information relating to employee's wages, hours and working conditions.
- Employees may not engage in gambling of any kind, stream movies or videos, watch television programs, play electronic games through Chipotle IT, or engage in day trading.

PROHIBITED USE DURING WORKING TIME

The following conduct is prohibited during an employee's working time, which excludes time spent on an employee's meal or rest break, or before or after an employee's shift:

- Employees may not solicit personal business opportunities or conduct personal advertising through Chipotle IT.
- Employees may not download, transmit, stream, or retrieve messages, data, or information from multi-network gateways, real-time data, and conversation pro-

TECHNOLOGY AND INFORMATION

grams including, but not limited to, messaging services, social media, or similar platforms, unless such activity is necessary for business purposes.

UNSOLICITED EMAIL

Abuse of email, as well as the receipt and transmission of unsolicited commercial email places an incredible drain on Chipotle's servers and network and imposes significant monetary costs to filter and remove unsolicited emails from our system.

In addition, to help Chipotle eliminate the receipt of unsolicited commercial email from outside parties advertising various websites, products, or services and to further prevent the receipt of offensive or undesired outside email, you should delete unfamiliar or suspicious email from outside Chipotle without opening it.

MONITORING

Employees should expect that all information created, transmitted, downloaded, received, or stored in Chipotle IT may be accessed by Chipotle at any time without prior notice. Employees should have no expectation of privacy or confidentiality in such data, messages, or information (whether or not password-protected), or that deleted messages are necessarily removed from the system.

Upon request, employees must provide all passwords and access codes for Chipotle computers or personal computers used for Chipotle business to the IT Manager.

Chipotle's monitoring policy may include, but

is not limited to, inspection of internet activity, e-mails sent or received, internal drives, external memory devices, and mobile devices; review of content passing through Chipotle's network, data lines, and other systems; and use of screen monitoring software.

SYSTEM INTEGRITY

Because outside storage devices may compromise Chipotle IT, employees are not permitted to use personal storage devices or copies of software or data in any form on any Chipotle computer without first: (1) obtaining specific authorization from the IT Manager, and (2) scanning the data for viruses or malware. Any employee who introduces a virus or malware into Chipotle's system via use of personal software or data will be deemed guilty of gross negligence and/or willful misconduct and may be held responsible for the consequences, including cost of repair and lost productivity.

Similarly, information is not to be downloaded directly from the Internet onto Chipotle IT.

ENFORCEMENT

Violations of this policy may result in disciplinary action, up to and including termination. Employees who damage Chipotle IT through unauthorized use may additionally be liable for the costs resulting from such damage. Employees who unlawfully misappropriate copyrighted or confidential and proprietary information, or who unlawfully distribute harassing messages or information, or who unlawfully access the computer systems and information it stores may additionally be subject to criminal prosecution and/or substantial civil money damages.

TECHNOLOGY AND INFORMATION

SOCIAL MEDIA

We are dedicated to our Food With Integrity mission and take pride in our commitment to using ingredients that are sustainably grown and naturally raised. One way to share our mission is through social media sites, blogs, and other online outlets. Chipotle's social media team is solely responsible for Chipotle's social media activity. You are not authorized to speak or write on Chipotle's behalf, but you may participate in Chipotle sponsored communications on platforms such as Instagram or our Pepper App when requested and authorized by Chipotle's social media or communications team.

Social media is also a quick way for you to connect with friends and share information and personal opinions. If you aren't careful and you don't think things through, your online activity can also damage Chipotle or spread misleading or incomplete information about Chipotle. To avoid this, our Social Media Policy applies to all Chipotle employees. Chipotle will take all steps to stop unlawful and unethical acts and behavior and may take disciplinary action, up to and including termination, against you if you violate this policy or any other Chipotle policy, including Chipotle's Code of Ethics, through the use of social media.

Employees are not permitted to participate in social media using their Chipotle email address. You should use only your personal email address for your social media accounts. Please remember to be courteous and protect yourself and your privacy on social media. What you publish online is easy to find and will exist for a long time. Think before posting. You alone are personally responsible for your online activity.

Your social media activities (other than the requested and authorized use of the Pepper App as described above) are outside the course and scope of your employment with Chipotle. This means that you may not use Chipotle's computers, telephones or equipment for social media when you are on working time, except when requested and authorized by Chipotle's social media or communications team. You may not make any statements on social media about Chipotle's business or financial results in a manner that implies that it is based on insider or confidential information. You

TECHNOLOGY AND INFORMATION

must keep confidential information (such as Chipotle's business results, financial condition, etc.) confidential consistent with the Protection of Chipotle's Trade Secrets and Confidential Information policy and you may not share it online or anywhere else. This means that you may not post online pictures or videos of any non-public area of our restaurants such that recipes, confidential food preparation information or internal information regarding menu items, possible promotions, or other confidential and proprietary, business information is revealed. You may not make any statements about Chipotle, its employees, suppliers, customers, competition, or investors, that are obscene, slanderous, threatening, intimidating, or a violation of Chipotle's workplace policies against discrimination, harassment, or hostility on account of age, race, religion, sex, ethnicity, nationality, disability, sexual orientation, familial status, status as a domestic violence victim, veteran status, genetic information, or any other protected class, status, or characteristic. You also may not photograph or record video of customers, including athletes or other celebrities — doing so may subject you to invasion of privacy or other claims.

This policy should not be interpreted as and will not be applied so as to restrict any activity that is protected under the National Labor Relations Act, whistleblower laws, or other applicable law.

Social media account ownership: To the extent employees are authorized as part of their job duties to use social media account(s) to advance Chipotle's interests, Chipotle, not the employee, owns the account(s) and employees are required to return all logins and passwords for such accounts at the end of employment.

MEDIA INQUIRIES

All media inquiries should be directed to mediarelations@chipotle.com. You should not speak to the media on Chipotle's behalf without contacting mediarelations@chipotle.com. If you receive a media inquiry, you should also immediately contact your PEP if you are in the RSC, or the RPE Team if you are in a restaurant.



CHANGES IN STATUS

CHANGES IN STATUS

CHANGES IN EMPLOYEE RECORDS

To keep your employee records up to date and to ensure that the appropriate benefits are available to you, you are expected to notify Chipotle promptly of any change of name, address, phone number, number of dependents, or other applicable information.

OUTSIDE INQUIRIES CONCERNING EMPLOYEES

All inquiries concerning employees from outside sources, including requests for references, should be directed to the “InVerify,” a third-party vendor, by contacting 1-866-295-7363, using Chipotle’s code (114200) and using the employee’s SSN, or via www.inverify.net. No employee information should be given by any other employee or manager to an outside source. Chipotle’s policy as to references for employees who have left Chipotle is to disclose only the dates of employment and the title of the last position held. If an employee has authorized disclosure in writing, Chipotle will also provide information on the amount of salary or wage last earned through InVerify.

NOTICE OF RESIGNATION

In the event you choose to resign from your position, we ask that you provide at least two (2) weeks’ written notice. You are responsible for returning Chipotle property in your possession or for which you are responsible.

EXIT INTERVIEW

In the event you choose to leave Chipotle, you may be asked to attend an exit interview conducted by your manager or PEP if you are in the RSC, or the RPE Team if you are in a restaurant or complete a Chipotle Exit Survey. The purpose of the interview/survey is to determine the reasons for your separation and to resolve any questions of compensation, Chipotle property or other matters related to the separation.

TO SUM IT ALL UP

In our food, we use real ingredients and prepare them with classic cooking techniques. In our culture, we strive to find real people who create great teams, focused on delivering an excellent guest experience. So now here is the really exciting part: Right now, you are taking one of the first steps on a journey where you have the opportunity to not just be part of this culture, but to shape it. We think it's a great culture, and we hired you

to make it as great as possible. You are not alone in this journey. We are here to help you become the best version of yourself, so that down the road you can help others, widening your impact from a handful of guests to leading a team, to growing other restaurants, and other leaders and eventually achieving pure burrito Zen! We chose you because we know you have what it takes, and we are ready to help you on your journey!



CHIPOTLE CALIFORNIA EMPLOYEE HANDBOOK CITY OF SAN FRANCISCO ADDENDUM

INTRODUCTION

This Addendum is applicable only to employees working in the geographic boundaries of the City and County of San Francisco and only amends those provisions that are specifically addressed below. Regarding the amended provisions, in the event of any conflict between the Chipotle California Employee Handbook and this Addendum, this Addendum shall control. Except as set forth herein, the Chipotle California Employee Handbook is not modified by this Addendum.

This Addendum is to be read in connection with the Chipotle California Employee Handbook. Together, the Chipotle California Employee Handbook and the San Francisco Addendum will provide you with important information about your employment with Chipotle and serve as a guide to the Chipotle's current policies, practices, and procedures. If you have questions as you review the Chipotle California Employee Handbook or the San Francisco Addendum, please do not hesitate to discuss your questions with manager or your People Experience Partner (PEP) if you are in the Restaurant Support Center or the Restaurant People Experience Team if you are in a restaurant.

PAID PARENTAL LEAVE

Under San Francisco's Paid Parental Leave Ordinance, Chipotle provides employees with supplemental compensation for up to eight (8) weeks of parental leave. To be eligible for supplemental compensation under this policy, an employee must (1) have commenced employment with Chipotle at least 180 days prior to the start of the leave period; (2) perform at least eight (8) hours of work per week for Chipotle within the geographic boundaries of San Francisco; (3) spend at least 40% of his or her total weekly hours worked for Chipotle within San Francisco; and (4) be otherwise eligible for paid family leave compensation from the State of California under the California Paid Family Leave law for the purpose of bonding with a new child.

CHIPOTLE CALIFORNIA EMPLOYEE HANDBOOK

CITY OF SAN FRANCISCO ADDENDUM

Eligible employees may receive supplemental compensation under this policy for leaves of absence in connection with new child bonding during the first year after the birth of the child or after placement of the child with the employee through foster care or adoption. This policy applies equally to male and female employees. Eligible employees may receive supplemental compensation under this policy for a single block of time or intermittent leave of absence.

Consult the Benefits Administration Team at benefits@chipotle.com for detailed information on how the dollar amount of your supplemental compensation under this policy is calculated and the amount that you are entitled to receive. The actual dollar amount that an employee receives may vary according to the compensation plan of the employee. As a precondition of receiving supplemental compensation under this policy and in order for Chipotle to calculate the amount of supplemental compensation to which you may be entitled, you must either (1) provide Chipotle with a copy of the Notice of Computation of California Paid Family Leave Benefits from the State or other legally authorized statement, or (2) at the time of applying for California Paid Family Leave, provide the State with written authorization to disclose the weekly benefit amount to Chipotle. You will be required to agree to allow Chipotle to use up to two weeks of unused accrued vacation at the start of any approved leave of absence for the purposes set forth under this policy.

Chipotle will not retaliate against you for requesting or receiving leave or compensation pursuant to this policy. For more information regarding this policy, or for information regarding your entitlement to leave pursuant to Chipotle policies, contact the Benefits Administration Team at benefits@chipotle.com.

EMPLOYEE ACKNOWLEDGMENT AND AGREEMENT

By electronically signing, I acknowledge that I have received a copy of the Chipotle California Employee Handbook and I will familiarize myself with its contents.

I acknowledge that nothing in the Employee Handbook creates or is intended to create a promise or representation of continued employment and that my employment, position, and compensation at Chipotle are at-will, shall be for no specific duration, and may be changed or terminated at the will of Chipotle. Both I and Chipotle have the right to terminate my employment at any time, with or without cause or prior notice.

By electronically signing, I certify that I understand that employment at-will is the sole and entire agreement between myself and Chipotle concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations (whether written or oral) concerning the duration of my employment with Chipotle and/or the circumstances under which my employment may be terminated. My employment-at-will status may only be changed in a written document signed by the Chief Executive Officer of Chipotle.

MY ELECTRONIC SIGNATURE ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.

**DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE
ACKNOWLEDGMENT AND AGREEMENT.**

Print Full Name

Signature

Date

[RETAIN IN EMPLOYEE FILE]

REQUESTING TIME OFF IN WORKDAY



PERSONAL LEAVE OF ABSENCE (IF APPLICABLE)

- > Login to Workday (from Chip Links)
- > Click on the “Time Off” tile
- > Under Request, select “Leave of Absence”
- > Enter Last Day of Work and First Day of Leave
- > Enter Estimated Last Day of Leave
- > Choose the appropriate Leave Type based on your circumstances
- > Select the applicable Leave Reason
- > Click Submit



SICK, VACATION, PAID TIME OFF (IF APPLICABLE)

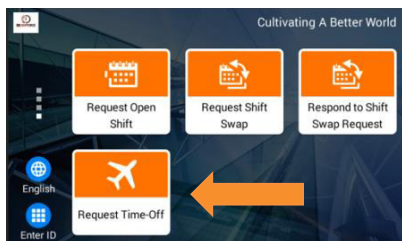
- > Login to Workday (from Chip Links)
- > Click on the “Time Off” tile
- > Under Request, select “Time Off”
- > Click on the day(s) of your request
- > Select the blue Request Time Off icon (bottom left)
- > Select Type from the dropdown box
- > Click Submit

For all the latest on our benefits and COVID-19, login to [Cultivate Me](#)

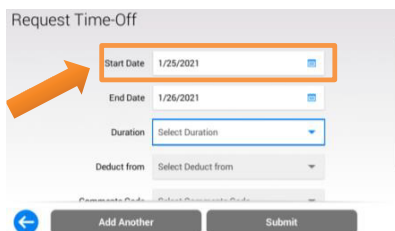


REQUESTING TIME OFF IN CHIPFORCE

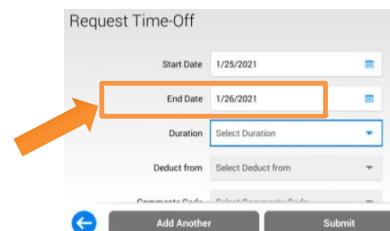
1. Employee presses “Request Time-Off” soft key, enters their Employee ID (if they aren’t logged on), and then presses “Enter”.



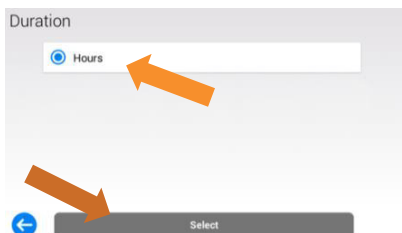
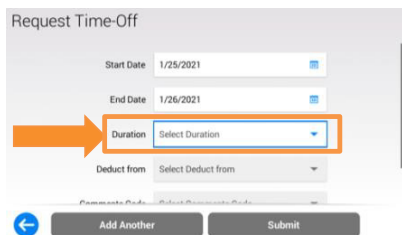
2. Next to **Start Date**, employee enters date of the first day they are requesting off.



3. Next to **End Date**, employee enters date of the last day they are requesting off.

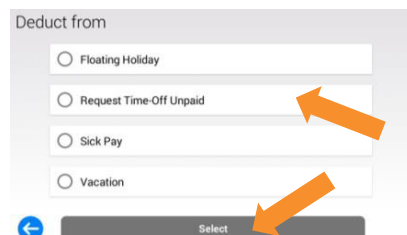
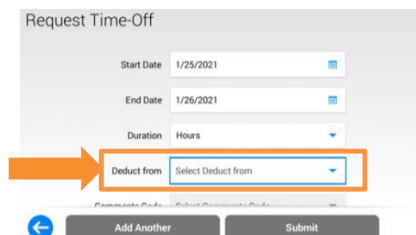


4. Next to **Duration**, employee clicks “Select Duration”.
Employee clicks on “Hours” and then presses “Select” when ready to continue.



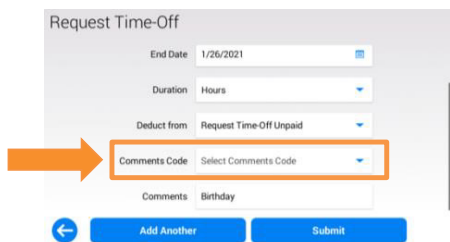
5. Next to **Deduct from**, employee clicks “Select Deduct from” and then reviews the list of choices available for the day off request. Employee clicks on their selection and then presses “Select” when ready to continue.

- Floating Holiday - Select to use floating holiday
- Request Time-Off Unpaid - Select to request a day off without pay
- Sick Pay - Select to use available sick pay
- Vacation - Select to use any accrued vacation time

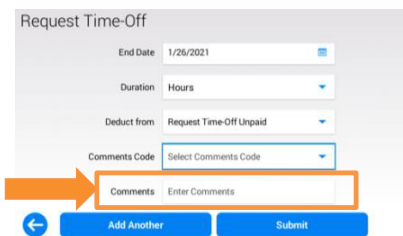


REQUESTING TIME OFF IN CHIPFORCE

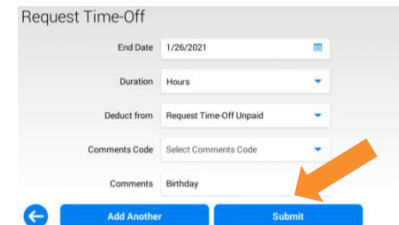
6. The **Comments Code** field is not being utilized. Employee can skip through this field.



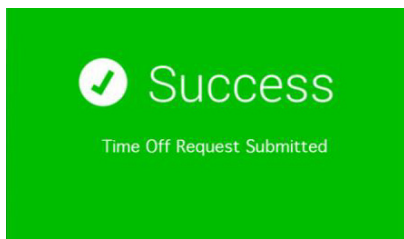
7. The **Comments** field is optional. If the employee would like to add a comment, they will click on “Enter Comments” to type their message. When finished typing, employee clicks on “Enter” to continue.



8. As a final step, employee will review request to ensure all fields have been filled out correctly and will click “Submit” to continue.



9. Once the request is submitted, the employee will see the green “Success” screen confirming the request has been submitted and sent to their manager for approval.



10. Once the manager responds to the request, the employee will receive a notification message letting them know the status of the request.

