



EMPLOYEE HANDBOOK

DISCLAIMER:

THIS EMPLOYEE HANDBOOK IS INTENDED TO SERVE SIMPLY AS A GENERAL EXPLANATION OR GUIDELINE OF CERTAIN CULINARY STAFFING POLICIES AND PROCEDURES. IT IS NOT INTENDED AND MAY NOT BE IMPLIED OR CONSTRUED AS AN EMPLOYMENT CONTRACT OF ANY KIND OR CREATE ANY CONTRACTUAL OR LEGAL OBLIGATIONS BETWEEN CULINARY STAFFING AND ANY EMPLOYEE OR TO ALTER THE AT-WILL NATURE OF YOUR EMPLOYMENT WITH CULINARY STAFFING.

This Employee Handbook presents an overview of some of CULINARY STAFFING's procedures and work standards. These policies, procedures and work standards have been established to assist you in understanding your job responsibilities and to facilitate your orientation to CULINARY STAFFING. We want you to be successful.

This Employee Handbook cannot anticipate every situation or answer every question about employee participation, nor is it intended to do so. In all instances, discretion of management governs. CULINARY STAFFING reserves the right to change, modify, suspend or cancel at any time any or all the policies and procedures with this handbook as circumstances warrant, and may be applied retroactively to emerging circumstances. CULINARY STAFFING also reserves the right to change, modify, eliminate, or deviate from any policy or procedure in this handbook at any time and to hire, transfer, promote, discipline, terminate and otherwise manage its employees as it deems appropriate.

With the exception of the at-will policy, all other the policies in the handbook can be modified by CULINARY STAFFING at any time without a written revision of the Employee Handbook. Notice of revision will be communicated electronically and it will be the responsibility of each employee to obtain, read, understand, and comply with such revisions, just as it is every employee's responsibility to obtain, understand and comply with this handbook. It is the employee's responsibility to be aware of these additions and/or changes as they occur. This handbook supersedes all previous handbooks that have been distributed.

This handbook confers no rights or entitlements on employees. CULINARY STAFFING employees are employees at-will (refer to page 6 on additional information on at-will employment). Any individual may voluntarily leave employment at any time, and employment may be terminated by CULINARY STAFFING at any time for any reason or no reason. Any oral or written statements or promises to the contrary are hereby expressly disavowed and should not be relied upon by any prospective or existing employee unless otherwise defined by written notification from the President and/or Owner.

LOCATION:

6404 Wilshire Blvd, Suite 500 LOS ANGELES, CA 90048

HOURS OF OPERATIONS:

MONDAY – FRIDAY

9:00AM – 5:30PM

WWW.CULINARYSTAFFING.COM
GOLIVE.CULINARYSTAFFING.COM

IMPORTANT PHONE NUMBERS:

PHONE: 323-965-7582

FAX: 323-965-7599

SUBMIT YOUR HOURS

WEEKLY BY MONDAY @ NOON

GOLIVE.CULINARYSTAFFING.COM

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WELCOME AND MISSION STATEMENT

Welcome to CULINARY STAFFING!

We are pleased to welcome you to our team. As an employee of CULINARY STAFFING, you are an important member of a team effort. We hope you will find your position with CULINARY STAFFING rewarding, challenging, and productive.

Because our success depends upon the professionalism and dedication of our employees, we are highly selective in choosing new members of our team. We look to you and the other employees to contribute to the success of CULINARY STAFFING. We believe that each employee should be treated with respect, dignity, and courtesy.

We believe in a two-way system of communication that encourages management at all levels to discuss work related topics in an open, honest, and fair manner and encourages interaction between employees and management about concerns, questions and ideas.

This Employee Handbook will let you know what to expect from CULINARY STAFFING and what will be expected of **you**.

The Handbook is not meant to cover everything, and it is **not** intended to create an implied or expressed contract of employment. From time to time, we will make changes to this Handbook. This Handbook supersedes and replaces all prior versions as well as any other policies related to the subjects addressed in this Handbook. The Handbook is intended to comply with all applicable laws. In the event any provision conflicts with applicable law, it will be applied in accordance with the law.

Please read your Handbook carefully and keep it for future reference. If you have any questions about the Handbook, your job or CULINARY STAFFING, contact your manager, any member of the administrative office team or Human Resources.

We hope that you will find CULINARY STAFFING a great place to work.

Again, welcome!

Randy Hopp, Owner & President

MISSION STATEMENT

Culinary Staffing is an elite and premier staffing firm that prides itself on providing excellent culinary professionals. Our culinary professionals are passionate innovative individuals that are committed to the elite and diverse clients we support.

Culinary Staffing prides itself on our fast, friendly, and customer centric focus to detail, to private parties, high profile events, and all corporate venues. Every client is important!

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GENERAL POLICIES

AT-WILL EMPLOYMENT

Your employment with CULINARY STAFFING is voluntarily entered into and we recognize that You are free to terminate your employment with the Company at any time, with or without a reason, and the Company has the right to change your position (by way of promotion, demotion, or otherwise) or terminate your employment at any time, with or without a reason. Similarly, it should be recognized that your expectation of employment with CULINARY STAFFING is never guaranteed for any specified period. Nothing in this handbook shall be interpreted to be in conflict with or to eliminate or modify your at-will employment.

While we hope our relationship will be mutually beneficial, it needs to be emphasized that our employment relationship is “at- will” which means you or CULINARY STAFFING have the discretion to terminate the relationship for any reason at any time, with or without cause or advanced notice. For your clarification, at-will employment also means CULINARY STAFFING will not terminate your employment in a manner that violates labor, employment laws or public policy.

CULINARY STAFFING expressly reserves the right to modify the terms and conditions of employment in its sole discretion. Any employment arrangement or agreement that contradicts this policy must be in writing and authorized and signed by the parties involved, along with the President or Owner.

Apart from the policy of at-will employment, and those policies required by law, the Company may revise, change, modify, add or delete its policies, practices, benefits, or other provisions of this Handbook at any time without further notice.

INTRODUCTORY PERIOD

Newly hired employees at CULINARY STAFFING will serve an introductory period of 90 days, employees will begin accruing sick pay on their first day of work, however, employees are not eligible to use accrued sick pay until the introductory period ends. Upon successful completion of the introductory period, an employee will be able to use their accrued paid sick leave pursuant to the sick leave policy in this Employee Handbook.

Employment is not guaranteed for the entire 90 days of the introductory period. Satisfactory completion of the introductory period does not alter the at-will nature of the employment relationship with CULINARY STAFFING. Employment is at will and may be terminated at any time with or without cause or notice both *during* and *after* the introductory period. Employment is still at-will after conclusion of the introductory period with no guarantees of continued employment.

BUSINESS AND ETHICAL CONDUCT

It is the continuing commitment of CULINARY STAFFING to conduct all Company business with the utmost integrity. CULINARY STAFFING’S policy is to comply with all laws and to conduct its business in an ethical manner. Employees may not engage in any unethical conduct or any transaction on behalf of CULINARY STAFFING that would violate any applicable law, or CULINARY STAFFING’s standards.

EQUAL EMPLOYMENT OPPORTUNITY

In keeping with our commitment to the communities in which we do business, the Company is an equal employment opportunity employer. This means that employment decisions are based on merit and business needs, and the Company does not tolerate discrimination or harassment based on gender (including gender identity, gender expression, and transgender status), sex (including reproductive health decisions, pregnancy, childbirth, breastfeeding or related medical conditions), race (including traits historically associated with race, including but not limited to, hair texture and protective hairstyles), color, religion (including religious dress and grooming practices), national origin (including language use restrictions and possession of a driver's license issued under Vehicle Code section 12801.9), ancestry, age, physical disability, mental disability, medical condition, marital status, registered domestic partner status, sexual orientation, family care or medical leave status, citizenship status, military or veteran status, status as a victim of domestic violence, sexual assault or stalking, updating of personal information based on a lawful change of name, social security number, or federal employment authorization document, employee's receipt of public assistance, such as Medi-Cal, or any other status protected by state and federal laws ("Protected Characteristics"). It also prohibits unlawful discrimination based on the perception that anyone has any of those Protected Characteristics or is associated with a person who has or is perceived as having any of those Protected Characteristics. Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship. All such discrimination is unlawful.

Pay discrimination between employees of different genders or different races performing substantially similar work, as defined by the California Fair Pay Act and federal law, is prohibited. Pay differentials may be valid in certain situations defined by law. You will not be retaliated against for inquiring about or discussing wages. However, the Company is not obligated to disclose the wages of other employees.

The Company is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the operations of the Company and prohibits unlawful discrimination by any employee of the Company.

ZERO TOLERANCE POLICY TOWARD DISCRIMINATION & HARASSMENT

CULINARY STAFFING is committed to providing a work environment that is healthy, safe, and free from all forms of discrimination and harassment. Sexual harassment, bullying or abusive conduct and other workplace harassment, in any form, are strictly prohibited and will not be tolerated. This policy applies to all employees, coworkers, supervisors, management personnel, vendors, clients, third parties, and any other nonemployees.

In keeping with this policy, CULINARY STAFFING strictly prohibits illegal or inappropriate harassment, bullying, or abusive conduct of any kind, including harassment, bullying, or abusive conduct on the basis of race, gender/sex, gender expression, gender identity, religious creed, religious dress, religious grooming, color, sexual orientation, national origin, ancestry, citizenship status, marital status, pregnancy, breastfeeding, childbirth, hair texture, protective hairstyles, HIV/AIDS, age, medical condition, handicap, physical disability,

mental disability, genetics, military or veteran status, or any other protected status in accordance with the requirements of all federal, state, and local laws.

CULINARY STAFFING will not tolerate conduct by any employee who harasses, disrupts, or interferes with another employee's work performance or who creates an intimidating, offensive or hostile work environment. Each employee must use good judgment to avoid conduct that may be seen by others to be harassment. Harassment in employment takes many forms and includes, but is not limited to, the following:

- Verbal conduct such as jokes, epithets, slurs, and unwelcome remarks about an individual's body, dress, clothing, color, physical appearance or talents, age or medical condition. Derogatory comments or questions about a person's sexual practices, or patronizing terms or remarks, threats or suggestive or insulting sounds.
- Physical conduct such as physically interfering with normal work, impeding or blocking movement, assault, unwelcome physical contact or touching, staring at a person's body, and threatening, intimidating or hostile acts that relate to a protected characteristic; and
- Visual conduct such as offensive or obscene photographs, calendars, posters, cards, cartoons, drawings, displays of sexual, suggestive, or lewd objects, obscene gestures, unwelcome letters or notes, or any other graphic material that denigrates or shows hostility or aversion toward an individual.

CULINARY STAFFING will not tolerate any form of Sexual harassment. Sexual harassment in the workplace is a form of sex discrimination that violates Title VII of the Civil Rights Act of 1964 and California's Fair Employment and Housing Act. Briefly, sexual harassment refers to both unwelcome sexual advances, or other visual, verbal, or physical conduct of a sexual nature and actions that create an intimidating, hostile, or offensive work environment based on an employee's sex.

Sexual harassment is a violation of state and federal law. The federal Equal Employment Opportunity Commission (EEOC) defines sexual harassment as the following: unwelcome sexual advances, requests for sexual favors, and verbal or physical conduct which can be defined as sexual in nature. Under California law, the offensive conduct need not be motivated by sexual desire but may be based upon an employee's actual or perceived sex or gender-identity, actual or perceived sexual orientation, and/or pregnancy, childbirth, or related medical conditions. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser, and actions that subject co-workers to a hostile work environment.

Sexual harassment can include the harassment of sex/gender (including pregnancy, childbirth or related medical conditions), gender identity, gender expression, or sexual orientation. It also includes unwelcome sexual advances, offering employment benefits in exchange for sexual favors, leering; gestures; or displaying sexually suggestive objects, pictures, cartoons or posters, derogatory comments, epithets, slurs, jokes, graphic comments, sexually degrading words, suggestive or obscene messages or invitations, physical touching or assault, as well as impeding or blocking movements, requests for sexual favors, sexually motivated physical contact and other verbal or physical conduct or visual forms of harassment of a sexual nature when:

- Submission to such conduct is explicitly made a term or condition of employment.
- Submission to such conduct is used as the basis for employment decisions.
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

As an employee of CULINARY STAFFING, you will be provided with a mandatory sexual harassment training that includes:

- The illegality of sexual harassment;
- The definition of sexual harassment under state and federal law;
- A description of sexual harassment, with examples;
- The CULINARY STAFFING internal complaint process available for reporting incidents;
- The legal remedies and complaint process available through the Division of Fair Employment and Housing (DFEH), the state agency charged with protecting Californians from unlawful discrimination in employment.

- Directions on how to contact the DFEH which can pursue damages on your behalf if there has been a violation of civil rights laws;
- The protection against retaliation for employees who oppose unlawful practices, file a complaint with, or otherwise participate in an investigation, proceeding, or hearing conducted by, the DFEH; and
- A link to, or the website address for, the sexual harassment online training located on the DFEH website at dfeh.ca.gov/shpt and links to the DFEH complaint process website located at dfeh.ca.gov/ComplaintProcess.

CULINARY STAFFING will not tolerate bullying behavior, which includes but is not limited to repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others. Bullying may be intentional or unintentional. Bullying in employment takes many forms and includes, but is not limited to, the following:

- Verbal bullying such as slandering, ridiculing, or maligning a person or their family; persistent name calling that is hurtful, insulting or humiliating; using a person as butt of jokes; abusive and offensive remarks.
- Physically bullying such as pushing, shoving, kicking, poking, tripping, assault, or threat of physical assault; damage to a person's work area or property.
- Gesture bullying such as nonverbal threatening gestures; glances that convey threatening messages.
- Exclusion such as socially or physically excluding or disregarding a person in work-related activities.

RESPONSIBILITY OF EMPLOYEES AND COMPLAINT PROCEDURE

It is the responsibility of each employee to assure that discrimination, harassment, bullying behavior or abusive conduct does not occur within the workplace or on the job site. If an employee believes they are being subjected to any kind of illegal or inappropriate discrimination, harassment, bullying and/or abusive conduct by another employee, co-worker, supervisor, management personnel, vendor, client, guest, third party, or visitor, said employee is requested to immediately bring their concerns to the attention of their supervisor, any member of management, the onsite captain, and/or Human Resources. Employees are not required to report the incident to their supervisor first. Do not allow an inappropriate situation to continue by not reporting it, regardless of who creates the situation. No employee is exempt from this policy. We encourage the prompt and immediate reporting of complaints.

CULINARY STAFFING will provide confidentiality, to the extent possible; timely responses; impartial and timely investigations by qualified personnel; documentation and tracking for reasonable progress; appropriate options for remedial actions and resolutions; and timely closure. In response to every complaint, CULINARY STAFFING will conduct a fair, timely and thorough investigation in a manner that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected, and, if improper conduct is found, will take appropriate remedial action. Confidentiality will be kept by the CULINARY STAFFING to the extent possible; however, the investigation may not be completely confidential.

Any supervisor who becomes aware of any unlawful discrimination, harassment, bullying behavior and/or abusive conduct must immediately contact Human Resources and/or the President or Owner.

CULINARY STAFFING takes all complaints seriously. Any employee of CULINARY STAFFING who is determined to have violated this policy will be subject to appropriate disciplinary action, up to and including immediate termination. Steps will be taken as necessary to prevent any further discrimination or harassment. When the investigation is completed, upon the employee's request, the complainant may be informed of the outcome of the investigation.

To the extent the complainant is unsatisfied with CULINARY STAFFING's handling of the discrimination, harassment, bullying behavior and/or abusive conduct complaint, they should be aware that they can also contact state or federal enforcement agencies, including California Civil Rights Department and the U.S. Equal Employment Opportunity Commission, for legal relief.

RETALIATION IS PROHIBITED

Employees and contract workers are also protected by law from retaliation for opposing or reporting unlawful discrimination, harassment, bullying behavior and/or abusive conduct or for otherwise participating in processes connected with an investigation, proceeding or hearing conducted by CULINARY STAFFING or a government agency with respect to such complaints. CULINARY STAFFING will take disciplinary action up to and including the immediate termination of any employee or contract worker who retaliates against another employee or contract worker for engaging in any of these protected activities.

Employees are encouraged to contact members of the management and/or Human Resources if you have any questions about this policy or require further information about sexual or other harassment, discrimination, bullying, or abusive conduct.

HARASSMENT PREVENTION TRAINING AND EDUCATION

All employees must receive from the Company mandatory training and education on the prevention of abusive conduct and unlawful harassment within six months of assumption of a position. Additional training and education must be received periodically by all employees at least once every two years after the first phase of training is completed. Employees hired or promoted into a supervisory position must receive at least two hours of training and education regarding sexual harassment and all other employees must receive at least one hour of training and education regarding sexual harassment.

The training and education provided to employees must include classroom or other effective interactive training and education regarding sexual harassment and must include a component on the prevention of abusive conduct. The harassment training must not be diluted by including unrelated topics. The harassment training and education must include information and practical guidance regarding the federal and state provisions concerning: (1) the prohibition against sexual harassment; (2) the prevention and correction of sexual harassment; and (3) the remedies available to victims of sexual harassment. The training must include practical examples aimed at instructing supervisors in the prevention of harassment, discrimination, and retaliation and must be presented by trainers or educators with knowledge and expertise in such prevention measures. The training and education must also include as a component training inclusive of harassment based on gender identity, gender expression, and sexual orientation as well as practical examples inclusive of gender identity, gender expression, and sexual orientation. These standards of training and education are the minimum threshold required by the Company. The Company may in the Company's discretion provide longer, more frequent, or more elaborate training and education regarding workplace harassment.

DIFFICULT GUEST

At no time is a guest permitted to harass or bully any CULINARY STAFFING employee in any manner. This may include: touching, making advances or making your job more difficult due to

their behavior. Do not attempt to handle the situation on your own. This type of behavior needs to be reported immediately to the onsite captain and any member of the CULINARY STAFFING management team and/or Human Resources.

OPEN DOOR POLICY

CULINARY STAFFING is committed to an open-door policy. If employees have questions or concerns regarding their job, assignment or the workplace, they are always encouraged to discuss these questions or problems with the administrative team or any member of management, including Human Resources. Employee's questions and concerns are important to CULINARY STAFFING and any problems underlying those matters cannot be fully addressed if no one is made aware of them. No matter how employees approach a problem, complaint, or suggestion, they will find team members and managers at all levels of CULINARY STAFFING willing to listen and to help bring about a solution or clarification. Employee concerns and problems will be treated seriously. Managers will work closely to their employee to address concerns and/or to arrive at solutions as soon as possible. Employees are encouraged to utilize the "Open Door" policy without fear of reprisal

REASONABLE ACCOMMODATIONS

CULINARY STAFFING is committed to comply with the Americans with Disabilities Act (ADA) and similar applicable state and local law by providing reasonable accommodations to individuals with disabilities, where doing so will not impose an undue hardship on the Company or the client. It is expected that all employees meet the essential functions of the position with or without reasonable accommodation.

No program administered by CULINARY STAFFING will exclude from participation, deny benefits to or discriminate against anyone solely for the reason of disability. Equal employment opportunity is extended to qualified disabled persons in all aspects of the employer- employee relationship, including recruitment, hiring, training, upgrading, promotion, transfer, corrective action, layoff, recall and termination.

CULINARY STAFFING will also provide reasonable accommodations to individuals who need them for religious purposes, where doing so will not impose an undue hardship on the Company or the client. Documentation may be required before the determination for an accommodation can be made.

CULINARY STAFFING will consider all reasonable accommodation requests. If you would like to request a reasonable accommodation, please speak with your manager or Human Resources.

LACTATION ACCOMMODATION

CULINARY STAFFING accommodates lactating employees by providing a reasonable amount of break time to express breast milk for an infant child. To request lactation accommodation, please contact your supervisor or the Human Resources department. CULINARY STAFFING will respond to your request and discuss how best to accommodate you.

CULINARY STAFFING will provide a lactating employee with the use of a room or other location, other than a bathroom, that is located close to your work area, for the purpose of expressing milk in private. It shall have access to electricity or other means by which to operate an electric or battery-powered pump. It will be safe, clean, and free of hazardous materials. It will contain a place to sit and a surface to place a breast pump and personal items. Additionally, the Company shall provide access to a sink

and refrigerator, or another cooling device suitable for storing milk, near your workspace.

Any break time shall, if possible, run concurrently with any break time already provided to you. Any additional break time beyond your usual break times shall be unpaid.

If we are unable to meet the physical location requirements in this policy due to significant difficulty or expense, the Company will notify you in writing. However, the Company will make a reasonable effort to provide a place for you to express milk in private, shielded from view, and free from intrusion.

No employee will be discriminated or retaliated against for exercising her rights under this policy. If you believe the Company has not complied with its obligations under this policy, you have a right to file a complaint with the Labor Commissioner.

WAGE & HOUR POLICY

It is CULINARY STAFFING'S policy to pay employees for all verified hours worked and to comply with all applicable wage and hour requirements under federal, state, and local law.

VIOLENCE IN THE WORKPLACE

CULINARY STAFFING is committed to workplace safety and a work environment that is free of threats or acts of violence and to protect its employees from such conduct. Any violent or threatening conduct of any kind, whether it is directed against a co-worker, supervisor, or outside party, will not be tolerated.

This includes, but is not limited to:

- Striking;
- Punching;
- Slapping;
- Assaulting another person;
- Fighting;
- Challenging another person to a fight;
- Grabbing;
- Pinching;
- Touching another person in an unwanted way (whether sexually or otherwise), engaging in dangerous, threatening, or unwanted horseplay;
- Bringing a gun, knife, or other weapon of any kind onto Company or a client's property, including parking lots or other exterior premises;
- Threatening harm or harming another person; and
- Using abusive or threatening language or gestures;

Any such conduct is unacceptable and will be treated as a serious violation of Company policy. Anyone who is found to have engaged in such conduct will be severely disciplined or terminated. In appropriate cases, CULINARY STAFFING may seek criminal prosecution or cooperate with legal criminal authorities.

No employee should have to tolerate violence or the threat of violence on the job. Anyone who is the victim of any violent, threatening, or harassing conduct, or who observes such conduct taking place (whether the perpetrator is a Company employee or a non-employee), is strongly encouraged to report the conduct to any member of management or Human Resources. All such complaints will be thoroughly investigated, and CULINARY STAFFING will immediately take appropriate corrective action. No adverse action will be taken against anyone who brings a good-faith complaint under

this policy. CULINARY STAFFING has initiated a zero-tolerance policy for threats of violence in the workplace, either implied or direct.

CULINARY STAFFING will not tolerate any threats of violence made toward anyone in the workplace at any time. It is inappropriate to use threats in an attempt to intimidate, prevent work from being completed, or in any way interfere with providing a safe workplace.

A threat is defined as a direct or implied expression of intent to inflict physical harm and/or actions that a reasonable person would perceive as a threat to physical safety or property. Zero tolerance includes the absolute prohibition of jokes and/or comments about violence. No threats will be tolerated even if they are made in a joking manner.

The following are examples of behavior that may be considered threats:

- Verbal threats which include descriptions of what the violent person plans to do.
- Threatening conduct, such as threatening or intimidating others.
- Statements or actions threatening physical harm.
- Obsessions such as promoting a grudge against a coworker or supervisor.

Employees should immediately inform any member of management or Human Resources if you are witness to an event of a direct or implied threat. An investigation will be conducted, and the employee accused of the threat will be informed of the investigation and advised that CULINARY STAFFING will not tolerate threats. The accused employee may be suspended without pay for the remainder of the day and up to 30 days, pending completion of an investigation, up to and including termination.

DRUG-FREE WORKPLACE POLICY

CULINARY STAFFING recognizes that employees are our most valuable asset, and the most important contributors to our continued growth and success. We are firmly committed to the safety of our employees. CULINARY STAFFING will do everything possible to prevent workplace accidents and is committed to providing a safe working environment for all employees.

To further this goal, CULINARY STAFFING has developed a Drug-free Workplace Policy. This policy applies to all new and current employees. This policy also serves to reinforce the CULINARY STAFFING's intolerance for illegal drug use and working under the influence of alcohol and/or cannabis.

At no time during an event or while on the property of the event is a CULINARY STAFFING employee permitted to consume, be in possession of or be under the influence of alcohol, cannabis, drugs or any illegal substance.

Any employee arriving to an event under the influence of alcohol or drugs (including medical cannabis) will be sent home, will not be compensated for just "showing up" and may be disciplined, up to and including termination.

CULINARY STAFFING strictly prohibits the unlawful manufacture, distribution, dispensation, sale, offer to sell, transfer, possession, or use of illegal drugs, misuse of prescription and over-the-counter drugs, cannabis and use or possession of alcoholic beverages on Company premises or work sites, while conducting Company business or while operating the Company or client's equipment. In addition, employees must report to work fit for duty and are strictly prohibited from being at work under the influence of alcohol, cannabis or with illegal drugs or metabolites in their bodily system.

Any CULINARY STAFFING employee found to be under the influence may be financially and legally responsible for any damage or injury sustained as a result of their impaired condition.

REASONABLE CAUSE

CULINARY STAFFING reserves the right under all applicable laws to test any employee for alcohol and illegal drugs if the employee shows cause. Observation of any one or more of the following may constitute reasonable suspicion: slurred speech, loss of balance, the odor of drugs or alcohol, red eyes, irregular work pace, decline in productivity, mood swings, frequent absences, excessive time away from the workplace, trembling, disorientation, aggressive behavior, drowsiness, restlessness, or hyperactivity. Drugs, alcohol, or paraphernalia possibly used in connection with illicit drugs found on the employee’s person or at or near the employees work area will also constitute reasonable suspicion.

OUR PROCEDURE

If an on-site captain, supervisor, manager or lead person identifies a problem, they may ask another supervisor, manager, lead person to confirm the reasonable cause. If it is decided that reasonable suspicion exists the employee may be given a chance to explain, depending on the extenuating circumstances. If the on-site captain, supervisor, manager, and/or lead person believes the employee is unfit to perform his or her duties and reasonable suspicion for use of illegal drugs or alcohol still exists even after the employee’s explanation, the employee will be removed from the premises or asked to leave. The client will inform CULINARY STAFFING as soon as possible of the reasonable suspicion, as well as send in a documented report. CULINARY STAFFING may ask the employee to go for a test at a designated testing facility or may send a testing service out to the employee.

The clinic, hospital, or on-site service will perform a breath alcohol test along with a urine analysis for the non-prescribed illegal drugs listed in Exhibit ‘A’ below.

THE CONSEQUENCES

If the test comes back positive for illegal drugs, the employee will be immediately terminated. If the test comes back positive for an alcohol level exceeding .02 it will be grounds for disciplinary action up to and including termination. If the test comes back negative, the employee will be compensated for time off used for testing purposes and return to normal work activities. If an employee is using prescription or over-the-counter medication, it will be CULINARY STAFFING’s decision if the employee is to go back to normal work activities.

If an employee becomes hostile, law enforcement will be called in, and they will be considered insubordinate, which will be grounds for immediate termination.

If an employee refuses to submit to the test, they will be considered insubordinate, and will be grounds for immediate termination.

EXHIBIT A: NON-PRESCRIBED ILLEGAL SUBSTANCES

| | |
|---------------------------------|----------------------------|
| Amphetamines (Speed, pep pills) | Barbiturates (Depressants) |
| Benzodiazepines (Valium) | Methadone (Morphine) |
| Cocaine | Opiates (Heroin) |
| Methaqualone (Qualudes) | Porpoxyphene (Darvon) |

This list is not definitive. All current illegal substances and any that may become illegal after this policy is enacted are within the scope of this policy.

CELL PHONE USAGE

For purposes of this policy, the term “cell phone” is defined as any handheld electronic device with the ability to receive and/or transmit voice, text, video or data messages without a cable connection (including, but not limited to, cellular telephones, digital wireless phones, radio-phones/walkie-talkies or tablets).

USE OF CELL PHONES/SMART PHONES OR TABLETS

General Use at Work. While at work, employees are expected to exercise the same discretion in using personal cell phones as they use with Company phones. Excessive personal calls during the workday, regardless of the phone used, can interfere with employee productivity and be distracting to others. Employees should restrict personal calls during work time and should use personal cell phones only during scheduled breaks or lunch periods in non-working areas. Other personal calls should be made during non-work time whenever possible, and employees should ensure that their friends and family members are instructed of this policy. CULINARY STAFFING is not liable for the loss of personal cell phones brought into the workplace.

Unsafe Work Situations/Use While Driving., tablets, and any other wireless device, even with the use of a hands-free device, while driving. Employees over the age of 18 may only use hands free devices consistent with state law when conditions are safe for the use of such devices.

As a reminder, it is illegal to text or use a cell phone or wireless device while operating a motor vehicle!!!

SOUND AND IMAGE RECORDINGS

The use of the electronic imaging function (camera or video) of cell phones is strictly prohibited on Company or client premises. Transmission of any Company information, logos, data, and/or photos of the premises of the client or of any employees, contractors, subcontractors, or visitors is strictly forbidden.

Employees may not take photographs and video, whether by camera phone or any other device, in “private” areas, including restrooms and locker rooms. Employees are prohibited from recording and/or assisting others (including employees and non-employees) in recording conversations, phone calls or other activities in non-public areas of the workplace. This includes both sound and image recording.

Under certain limited circumstances, CULINARY STAFFING may authorize the use of visual recording devices and sound recording devices by employees for specific business purposes. In such instances, CULINARY STAFFING will ensure that any necessary consent to the recordings has been obtained. If you have any questions, please contact any CULINARY STAFFING management team member.

COMPUTER/E-MAIL USAGE POLICY

CULINARY STAFFING allows employees to use its electronic mail and internet system subject to the

following:

All computers and systems are company property and CULINARY STAFFING retains the right to inspect the computers and system at any time.

You may engage in limited personal use of the company-provided e-mail and Internet access. However, you must not engage in personal use if it interferes with your job performance or that of others. You may not use CULINARY STAFFING's e-mail or computer system to conduct any business other than company business.

You may not use any CULINARY STAFFING computer in a way that is unlawful or that may be disruptive, offensive to others, or harmful to morale. For example, you may not transmit or access sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race, national origin, sex, gender identity or expression, pregnancy, sexual orientation, age, religious beliefs or observances or practices, color, ancestry, disability, medical condition, marital status, domestic partner status, or political beliefs.

You should treat all electronic transmissions as permanent in nature. CULINARY STAFFING reserves the right to access, search, and monitor all transmissions and stored communications, and to retrieve and read or view them at a later time. Therefore, all communications on company computers and systems should be composed with the belief that they will be subject to the same review as a written letter.

CULINARY STAFFING may monitor e-mail and Internet usage periodically to be sure that the equipment is being used for business purposes, and in compliance with this policy. The company retains a copy of all passwords; passwords unknown to the company may not be used. System security features, including passwords and message-delete functions, do not neutralize the company's ability to access any message at any time. Because CULINARY STAFFING always has the ability to review its computer and e-mail systems, employees do not have any right of privacy in the information, material, or images contained in any company computer used at the office, on the road, or at home.

TECHNOLOGY USE AND PRIVACY

The Company provides various Technology Resources to authorized employees to assist you in performing your job duties for the Company. You have a responsibility to use the Company's Technology Resources in a manner that increases productivity, enhances the Company's public image, and is respectful of other employees. Failure to follow the Company's policies regarding its Technology Resources may lead to disciplinary measures, up to and including termination of employment. Moreover, the Company reserves the right to advise appropriate legal authorities of any violation of law by an employee.

TECHNOLOGY RESOURCES DEFINITION

Technology Resources consist of all electronic devices, software, and means of electronic communication including, but not limited to, the following: phones; mobile electronic devices; iPads; personal computers and workstations; laptops; computer hardware such as disk drives and flash drives; peripheral equipment such as printers, modems, fax machines, and copiers; computer software applications and associated files and data, including software that grants access to external services such as the Internet; electronic mail; cellular phones; pagers; and voicemail systems.

USE

The Company's Technology Resources are to be used by you only for the purpose of conducting

Company business. You may use the Company's Technology Resources for the following incidental personal uses so long as such use does not interfere with your duties, is not done for financial gain, does not conflict with the Company's business, and does not violate any Company policy:

- (1) To send and receive necessary and occasional personal communications;
- (2) To prepare and store incidental personal data (such as personal calendars, personal address lists, and similar incidental personal data) in a reasonable manner;
- (3) To use the telephone system for necessary brief personal calls; and,
- (4) To access the Internet for brief personal searches and inquiries during meals or other breaks, or outside of work hours, as long as employees adhere to all other usage policies.

The Company assumes no liability for loss, damage, destruction, alteration, disclosure, or misuse of any personal data or communications transmitted over or stored on the Company's Technology Resources.

PROHIBITION AGAINST HARASSING, DISCRIMINATORY OR DEFAMATORY USE

The Company is aware that employees use electronic mail for correspondence that is less formal than written memoranda. You must take care, however, not to let informality become improper use. As set forth more fully in the Company's "Non-Discrimination, Anti-Harassment, and Anti-Retaliation policy," the Company does not tolerate discrimination or harassment based on Protected Characteristics or any other status protected by state and federal laws. It also prohibits unlawful discrimination based on the perception that anyone has any of those Protected Characteristics or is associated with a person who has or is perceived as having any of those Protected Characteristics. Under no circumstances may you use the Company's Technology Resources to transmit, receive, or store any information that is discriminatory, harassing, or defamatory in any way (e.g., sexually explicit or racial messages, jokes, cartoons).

PROHIBITION AGAINST VIOLATING COPYRIGHT LAWS

You must not use the Company's Technology Resources to copy, retrieve, forward, or send copyrighted materials unless you have the author's permission or is accessing a single copy only for your reference.

OTHER PROHIBITED USES

You may not use any of the Company's Technology Resources for any illegal purpose, violation of any Company policy, in a manner contrary to the best interests of the Company, in any way that discloses confidential or proprietary information of the Company or third parties, or for personal or financial gain.

NO RIGHT TO PRIVACY

All messages sent and received, including personal messages, and all data and information stored on the Company's electronic mail system, voicemail system, or computer systems are Company property regardless of the content. As such, the Company reserves the right to access all of its Technology Resources including its computers, voicemail, and electronic mail systems at any time, in its sole discretion. You should understand that you have no right of privacy with respect to any messages, files, or information created or maintained on the Company's Technology Resources, including personal information or messages. The Company may also monitor its Technology Resources at any time to determine compliance with its policies, for purposes of legal proceedings, to investigate misconduct, to locate information, or for any other business purpose.

PASSWORDS AND PRIVACY

Certain Technology Resources can only be accessed by entering a password. Passwords are intended to prevent unauthorized access to information. Passwords do not confer any right of privacy upon you or any employee of the Company. You are expected to maintain your passwords as confidential. You must not share passwords and must not access coworkers' systems without express authorization. Passwords used to access the Company's Technology Resources must be revealed to the Company upon request and termination of employment.

THE INTERNET AND ONLINE SERVICES

The Company provides authorized employees access to online services such as the Internet. The Company expects that you will use these services in a responsible way and for business-related purposes only. Under no circumstances are you permitted to use the Company's Technology Resources (including Wi-Fi) to access, download, or contribute to the following:

- (1) Gross, indecent, or sexually-oriented materials;
- (2) Sport sites;
- (3) Job search sites;
- (4) Entertainment sites;
- (5) Gambling sites;
- (6) Gaming or humor sites;
- (7) Illegal drug-oriented sites;
- (8) Social networking sites, personal pages of individuals;
- (9) Blogging or micro-blogging sites; or
- (10) Politically-oriented sites devoted to influencing public policy.

Additionally, you must not sign "guest books," post messages to Internet news groups or discussion groups or leave comments on web pages using the Company's Technology Resources, on Company-paid time, or using a Company-issued email address. These actions will generate junk mail and may expose the Company to liability or unwanted attention because of comments that you may make.

SOFTWARE USE

All software in use on the Company's Technology Resources is officially licensed software. No software is to be installed or used that has not been duly paid for and licensed appropriately for its intended use. You may not load any software on the Company's Technology Resources, unless authorized in writing in advance by management.

CONFIDENTIAL INFORMATION

The Company is very sensitive to the issue of protection of trade secrets and other confidential and proprietary information of Both the Company and third parties ("Confidential Information"). Therefore, you are expected to use good judgment and to adhere to the highest ethical standards when using or Transmitting Confidential Information on the Company's Technology Resources. You should avoid sending Confidential Information over the Internet except when absolutely necessary.

Confidential Information should not be accessed through the Company's Technology Resources in the presence of unauthorized individuals. Similarly, Confidential Information should not be left visible or unattended. Any Confidential Information transmitted via Technology Resources should be marked with the following confidentiality message: "This message contains Confidential Information. Unless you are the addressee (or authorized to receive for the addressee), you may not copy, use, or distribute this information. If you have received this message in error, please advise the sender or return it

promptly by mail."

SECURITY

The Company has installed a variety of programs and devices to ensure the safety and security of the Company's Technology Resources. Any employee found tampering or disabling any of the Company's security devices may be subject to discipline up to and including termination.

SOCIAL NETWORK POLICY

CULINARY STAFFING uses social media in limited situations and circumstances, which is defined for business purposes. Use of internet- based programs such as Tiktok, Facebook, LinkedIn, and Twitter (this list is non-inclusive) may be used in the furtherance of CULINARY STAFFING's goals and objectives. Utilization of such sites is limited to business purposes only. Utilization or personal use of these sites during work hours is prohibited and can result in disciplinary action up to and including termination.

PERSONAL USE

CULINARY STAFFING understands that employees participate in social networks outside of work and on their own time. It is with the understanding that employees that engage in social media will do so in a responsible manner that does not reflect negatively on CULINARY STAFFING. Employees are expected to use their professional judgment and take the most prudent action possible.

- Employee personal blogs or v-logs should include disclaimers that clearly establish that the views the employee has expressed are solely his or her views and do not represent the views of CULINARY STAFFING
- Employee personal blogs or v-logs should always be respectful to CULINARY STAFFING
- Employee participation in social media activities should not interfere with work commitments
- Employees may not use CULINARY STAFFING's logo without the written consent of the owner and/or president

EMPLOYMENT OF RELATIVES

CULINARY STAFFING permits the employment of qualified relatives of employees as long as such employment does not, in the opinion of CULINARY STAFFING, create actual or perceived conflicts of interest. Refer to the Company's conflict of interest policy for more information on what may create an actual or perceived conflict of interest and reporting to CULINARY STAFFING when one may exist. It is the responsibility of the employee to communicate to CULINARY STAFFING when a relative applies for work or is already employed by the Company. For the purposes of this policy, "relative" is defined as a spouse, domestic partner, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, or corresponding in-law or "step" relation and applies to situations where employees marry or become related after becoming employed with the Company.

CULINARY STAFFING will exercise sound business judgment in the placement of related employees in accordance with the following guidelines:

- No employee is permitted to work in the "chain of command" of a relative so that one relative's work responsibilities, salary, or career progress could be influenced by the other relative.

If two employees who are in the chain of command become related during the course of employment, one employee must be transferred such that the other's work responsibilities, salary, or career progress could not be influenced by the other. CULINARY STAFFING will give both employees time to discuss which employee should be transferred, before a final decision is made. Transfers will be free of discrimination. We ask that employees act professionally when working with a relative and seek guidance from an on-site manager or Human Resources if there are any problems.

EMPLOYMENT OF MINORS POLICY

To preclude unintentional violation of the Fair Labor Standards Act as well as any state or local child labor and/or fair labor legislation, CULINARY STAFFING will not employ minors under the age of 16 under any circumstances.

CULINARY STAFFING will abide by the regulations set forth in the Fair Labor Standards Act and all applicable state and local child labor and/or fair labor laws, including, but not limited to the need for working permits, providing alcohol service and any applicable hazard restrictions.

Restrictions may also apply to employees who are at least 18 but less than 21 years of age.

IMMIGRATION REFORM AND CONTROL ACT/FORM I-9/E-VERIFY

CULINARY STAFFING complies with the Immigration Reform and Control Act (IRCA), which requires that employers verify the identity and work eligibility of all employees hired after November 6, 1986. A Form I-9 must be completed for all such employees. Employees are required to cooperate with CULINARY STAFFING, providing proof of identity and work eligibility within three (3) business days of an employee's first day of work. Failure to do so may result in suspension up to and including termination.

CULINARY STAFFING participates in E-Verify, which is an Internet-based system that compares information from an employee's Form I-9 to data from U.S Department of Homeland Security and Social Security Administration records to confirm employment eligibility.

PROGRESSIVE DISCIPLINE

It is CULINARY STAFFING's practice generally to advise employees of performance or disciplinary issues and provide them the opportunity to correct the issue. However, CULINARY STAFFING reserves the right to deviate from this general practice at any time at its sole discretion and with or without advance notice – for example, due to the severity of the offense, the circumstances under which it occurred, and the employee's duties. The steps in a disciplinary procedure are discretionary and CULINARY STAFFING has the right to deviate from the disciplinary procedure as circumstances warrant.

PERSONNEL RECORDS

CULINARY STAFFING permits its employees to review their personnel records in accordance with the law. Please contact the CULINARY STAFFING office if you have questions about your personnel record.

SEPARATION OF EMPLOYMENT

In the event you wish to end your employment with CULINARY STAFFING, please notify the Administrative Office. Written notification is preferred, and it is customary to give at least two weeks' notice so that CULINARY STAFFING can make arrangements to adjust schedules and find a replacement, if necessary. Final paychecks will be issued according to state law.

ATTENDANCE

ATTENDANCE AND PUNCTUALITY

It is the responsibility of every CULINARY STAFFING employee to report to work on time, work all scheduled hours and remain at work through the end of the scheduled shift except for meal periods or when authorized to leave. Late arrivals, early departure or other unauthorized and unapproved absences from scheduled work hours are disruptive and must be avoided. Excessive absenteeism or a pattern of absences may result in disciplinary action up to and including termination.

It is important to check in with the proper person when arriving on site. Our staffing coordinators will let employees know who the client is and who they are to check in with. If necessary, employees are to make sure they have the client's name to check in with parking or security.

While we will make every effort to accommodate individual preferences, business necessity may dictate and make changes when necessary, such as adding overtime or rotating the schedule.

No one other than confirmed staff of CULINARY STAFFING service is allowed to enter an event site under any circumstances. Do not invite any guests unless instructed by CULINARY STAFFING.

Note: An employee will not be subject to discipline for any absence, tardiness, or early departure protected under the Family and Medical Leave Act (FMLA), CFRA/NPLA, and the Americans with Disabilities Act (ADA), the California and Los Angeles Sick Leave Law, or other applicable law. If an employee is absent either 3 days or more or due to an emergency, upon their return they must provide the office with a fitness for duty or a doctor's note. If an employee's absence is 3 days or longer potentially the employee could qualify for FMLA/CFRA/NPLA. For additional information please see or speak to Human Resources.

As a reminder all shifts in GoLive! (CULINARY STAFFING's booking system) contain "approximate end times." If a client asks you to stay beyond the normal scheduled end time, offers overtime or has an early release time CULINARY STAFFING will make every effort to accommodate the client.

CALL OUT/CANCELLATIONS PROCEDURE FOR UNPLANNED ABSENCES

CULINARY STAFFING understands that sometimes problems and emergencies do arise. It is the responsibility of each staff member to inform the staffing office when an emergency occurs. If the emergency occurs, call the office at **(323) 965- 7582**.

When leaving a voice message, employees will need to identify themselves, the event in question, and an active working phone number to call back to.

When cancelling an already confirmed event and/or shift, please adhere to the following procedure.

- Cancellations with less than a 24-hour notice will be considered a No Call/No Show. Documentation may be required for reinstatement.
- Employees must call and cancel personally (**calls from anyone except the employee is unacceptable**)
- Leaving a voice mail message is acceptable, but you need to leave your first and last name, the event, and an active call back number.
- Sending an electronic communication via email or text messaging is unacceptable and will constitute a No Call/No Show
- Employees must cancel with the CULINARY STAFFING administrative office team **only**

If employees call out after a confirmed schedule, they may need to provide documentation or report the reason for the call out to Human Resources. Providing documentation does not relieve them of not calling out ahead of time to cancel their shift. They are still required to call, no matter how much advanced notice is given.

Failure to follow the call out procedures or excessive unplanned absences may subject you to disciplinary action, up to and including termination.

LATE/TARDINESS AND EARLY DEPARTURES

When anticipating being late/tardy, employees must notify the office or the person on call after hours and follow the Call In/Cancellation procedure. Repeated tardiness may lead to disciplinary action up to and including termination.

Employees who must leave before their scheduled end time should report their early departure according to Call In/Cancellation procedure. Repeated early departures may lead to disciplinary action, up to and including termination. If an employee leaves before the end of their scheduled shift, without approval, they may be subject to disciplinary action, up to and including termination.

PARKING

CULINARY STAFFING employees are expected to park in the designated areas assigned for each event. If a parking violation occurs in a lot or street that has not been assigned by the staffing coordinator, the ticket(s) will **not** be reimbursed by CULINARY STAFFING. To avoid incurring this cost, please use the parking information provided by CULINARY STAFFING. If the client changes the designated parking area upon your arrival, please follow their instructions.

BACKUP SHIFT

When signing up for a backup shift, employees are required to show up at the client location. In most cases, clients will allow employees to stay and work, however in the event an employee is turned away they will still be paid 2 hours for their travel expense if they arrived on time and did not volunteer to go home. It is also required that these hours be reported.

JOB ABANDONMENT

CULINARY STAFFING expects all employees to report to work on time for every scheduled shift or

confirmed assignment. An employee who is unable to report to work at the designated time is required to notify the administrative team or any member of management in accordance with the sick leave and the call outs/cancellation policy. Employees who are deemed a No Call/No Show or left the job site early and have failed to notify CULINARY STAFFING of their absence or early departure within 7 days will be deemed to have voluntarily resigned as a result of job abandonment. Additionally, if an employee has not scheduled work for a period of at least 60 days and has not communicated with the administrative team or any member of management about their extended absence, CULINARY STAFFING may assume the employee has voluntarily resigned as a result of job abandonment. Also, if an employee did not submit the California State required Food Handler's Certification within the allowable 30-day timeframe, CULINARY STAFFING may assume the employee has voluntarily resigned because of job abandonment.

If the employee is unable to contact CULINARY STAFFING due to extreme circumstances (such as a medical emergency or natural disaster that prohibits the employee from contacting the Company), the employee must contact the Company as soon as practicable to explain the situation and supply substantiating documentation. In extreme circumstances, CULINARY STAFFING will consider the explanation and its timing before determining if the voluntary resignation will be upheld.

TIME AWAY FROM WORK

LEAVES OF ABSENCE

CULINARY STAFFING recognizes that certain circumstances may require absence from work for medical, family, or civic reasons. The two primary categories of leave are: protected leave (e.g., covered under the Family and Medical Leave Act, the Americans with Disabilities Act, Pregnancy Disability Leave, the California and Los Angeles Sick Leave Law, or other applicable law) and unprotected leave (e.g., when leave pursuant to the Family and Medical Leave Act, the Americans with Disabilities Act, the California and Los Angeles Sick Leave Law, or other applicable law is exhausted or not appropriate).

If the need for leave is foreseeable, an employee who plans to take a disability leave for pregnancy, childbirth, or related medical conditions may be required to give the employer reasonable notice of the date the leave will begin and the estimated duration of the leave. Notice of foreseeable leave must be given at least 30 days in advance of when the pregnancy disability leave is to begin. If advance notice is not possible, the employee must give oral notice as soon as possible.

FAMILY CARE AND MEDICAL LEAVE (FMLA/CFRA/NPLA)

The Company fully complies with the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), both of which require the Company to grant eligible employees leaves of absence for specified purposes.

The Company calls these leaves "FMLA/CFRA Leave," "Military Caregiver Leave," and "Military Qualifying Exigency Leave."

Family Care Leave (FMLA)

Eligibility

To be eligible for family care leave, an employee must: (1) have worked for the Company for at least twelve (12) months prior to the date on which the leave is to commence; (2) have worked at least 1,250

hours in the twelve (12) months preceding the leave, and (3) work at a location with 50 or more employees in a 75-mile radius of that work location.

Permissible Uses of Family Care Leave

- (1) The birth or adoption of an employee's child; placement of a foster child with the employee;
- (2) The serious health condition of an employee's child, spouse, registered domestic partner, or parent;
- (3) A serious health condition that makes the employee unable to perform the essential functions of the job. A "serious health condition" is one that requires either in-patient care in a medical facility or continuing treatment or supervision by a health care provider;
- (4) For any "qualifying exigency" (as defined by federal regulation) because the employee is the spouse, son, daughter, or parent of an individual on active military duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation; or
- (5) For an employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember to care for an ill servicemember. The employee is entitled to a total of 26 workweeks of leave during a 12-month period. A covered servicemember is either:
 - (i) A current member of the Armed forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
 - (ii) A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness.

Substitution of Paid Leave for Family Care Leave

Leave under the Family Medical Leave Act ("FMLA") is unpaid. If your request for leave is granted, you must initially use your accrued vacation time and accrued paid sick leave time as part of the FMLA Leave, except where you receive some other paid disability benefit during the leave, such as State Disability Insurance (SDI), Workers' Compensation Disability benefits, or Paid Family Leave (PFL) benefits. However, you and the Company may agree to have accrued sick or vacation pay supplement your SDI, Workers' Compensation, or PFL benefits so that you receive the equivalent of full pay if the plan only provides replacement income for a portion of your normal wages.

Amount of Leave

Provided all eligibility requirements are met, you may take a maximum of twelve (12) weeks of family care leave in a twelve (12) month period. The twelve (12) month period commences on the first (1st) day on which the first (1st) family care leave is taken. Parents who are both employed by the Company may take a maximum combined total of twelve (12) weeks of family care leave in a twelve (12) month period for the birth, adoption, or foster care of their child.

The substitution of paid leave for family care leave does not extend the total duration of family care leave to which you are entitled to beyond twelve (12) weeks in a twelve (12) month period. For example, if you have accrued three (3) weeks of unused paid vacation time at the time of the request for family care leave, that paid vacation time will be substituted for the first (1st) three (3) weeks of family care

leave, leaving up to nine (9) additional weeks of unpaid leave.

Family care leave taken for the birth, adoption, or foster care placement of a child must be concluded within one (1) year of the birth, adoption, or placement and may not be taken intermittently or on a reduced schedule without the Company's permission. Family care leave for your own serious health condition, or for the serious health condition of your spouse, parent, or child, may be taken intermittently or on a reduced schedule where medically necessary. If leave is taken intermittently or on a reduced schedule, the Company retains the discretion to transfer you temporarily to an alternative position with equivalent pay and benefits which better accommodates your leave schedule.

Leave's Effect on Pay

Except to the extent that other paid leave (such as vacation or sick) is elected, family care leave is unpaid by the Company.

Leave's Effect on Benefits

During your family care leave, the Company shall continue to pay for your participation in the Company's group health plans, pension and retirement plans, and supplemental unemployment benefit plans, to the same extent and under the same terms and conditions as would apply had you not taken leave. You will pay your portion of the health care premiums directly to the Company each month, according to the schedule provided by the Company. If you fail to pay your portion of the insurance premium in a timely manner, your coverage may be terminated, and you will be offered coverage under COBRA law.

If you fail to return from the leave for a reason other than the recurrence or continuation of the health condition that brought about the leave or other circumstances beyond your control, the Company can recover any health premiums paid by the Company on your behalf during any unpaid periods of the leave.

While on family care leave, you will accrue employment benefits, such as vacation benefits, or seniority only when paid leave is being substituted for unpaid leave and only if you would otherwise be entitled to such accrual.

Procedure for Requesting Family Care Leave

(1) Notice Requirements

You should notify the Company of your request for family care leave as soon as you are aware of the need for such leave. For foreseeable events, you must provide thirty (30) calendar days' advance notice to the Company of the need for family care leave. For events that are unforeseeable thirty (30) days in advance, but are not emergencies, you must notify the Company as soon as you learn of the need for the leave. If the leave is requested in connection with a planned, non-emergency medical treatment, you may be requested to reschedule the treatment so as to minimize disruption of the Company's business.

If you fail to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, the Company reserves the right to deny the taking of the leave until at least thirty (30) days after the date you provide notice of the need for family care leave. All requests for family care leave should include the anticipated date(s) and duration of the leave.

Any requests for extensions of a family care leave must be received at least five (5) working days before the date on which you were originally scheduled to return to work and must include the revised anticipated date(s) and duration of the family care leave.

(2) Medical Certification

Any request for family care leave for your own serious health condition or for family care leave to care for a child, spouse, or parent with a serious health condition must be supported by medical certification from a health care provider. For foreseeable leaves, you must provide the required medical certification before the leave begins. When this is not possible, you must provide the required certification within fifteen (15) calendar days after the Company's request for certification, unless it is not practicable under the circumstances to do so. Failure to provide the required medical certification may result in the denial of foreseeable leaves until such certification is provided. In the case of unforeseeable leaves, failure to provide the required medical certification within fifteen (15) days of being requested to do so may result in a denial of your continued leave. Any request for an extension of the leave also must be supported by an updated medical certification.

The medical certification for a child, spouse, or parent with a serious health condition shall include: (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; (c) the health care provider's estimate of the amount of time needed for family care; and (d) the health care provider's assurance that the health care condition requires family care leave.

The medical certification for leave for your own serious health condition shall include: (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; and (c) a statement that, due to the serious health condition, you are unable to perform the functions of your position. In addition, the Company may require you to obtain a second opinion from a doctor of the Company's choosing and at the Company's expense. If your health care provider and the doctor providing the second opinion do not agree, the Company may require a third opinion, also at the Company's expense, performed by a mutually agreeable doctor who will make a final determination. Before permitting you to return to work, the Company also may require you to provide medical certification that you are able to return to work.

A leave taken due to a "qualifying exigency" related to military service must be supported by a certification of its necessity. A leave taken due to the need to care for a servicemember shall be supported by a certification by the servicemember's health care provider or other certification allowed by law. Special certification requirements apply to leaves related to military service.

Reinstatement

Under most circumstances, when you return from family care leave you are entitled to reinstatement to the same or comparable position consistent with applicable law. The Company retains the right to deny reinstatement to you if you are among the highest paid ten percent (10%) of the Company's employees and if your reinstatement would cause substantial and grievous economic injury to the Company's operations. You have no greater right to reinstatement than if you had been continuously employed rather than on leave.

California Family Leave ("CFRA")

Eligibility

To be eligible for family care leave, you must: (1) have worked for the Company for at least twelve (12) months prior to the date on which the leave is to start; (2) have worked at least 1,250 hours in the twelve (12) months preceding the leave, and (3) work for a company with 5 or more employees.

Permissible Uses of Family Care Leave

- (1) You give birth to a child or have a child placed with you through adoption or foster care.

(2) You must care for a child, parent, grandparent, grandchild, sibling, spouse, domestic partner, parent-in-law, or a designated person who has a serious medical condition. A designated person is defined as any individual related by blood or whose association with you is the equivalent of a family relationship. You are limited to a designated person leave to one designated person per 12-month period.

(3) You have a serious health condition that makes you unable to perform the essential functions of the job, not including pregnancy, childbirth, or related medical conditions.

(4) You have a qualifying exigency related to the covered active duty or call to covered active duty of your spouse, domestic partner, child, or parent in the Armed Forces of the United States.

Substitution of Paid Leave

Leave under the California Family Rights Act (“CFRA”) is unpaid. If your request for leave is granted, you may be required to use your accrued vacation time and accrued paid sick leave time as part of the CFRA leave.

The substitution of paid leave for family care leave does not extend the total duration of leave to which you are entitled to beyond twelve (12) weeks in a twelve (12) month period. For example, if you have accrued three (3) weeks of unused paid vacation time at the time of the request for CFRA leave, that paid vacation time will be substituted for the first (1st) three (3) weeks of family care leave, leaving up to nine (9) additional weeks of unpaid leave.

Amount of Leave

Provided all eligibility requirements are met, you may take a maximum of twelve (12) weeks of CFRA leave in a twelve (12) month period. The twelve (12) month period commences on the first (1st) day on which the first (1st) family care leave is taken. Parents who are both employed by the Company may each take twelve (12) weeks of family care leave in a twelve (12) month period for the birth, adoption, or foster care of their child.

Family care leave taken for the birth, adoption, or foster care placement of a child must be concluded within one (1) year of the birth, adoption, or placement and may not be taken intermittently or on a reduced schedule without the Company's permission. Leave for your own serious health condition, or for the serious health condition of your spouse, parent, or child, may be taken intermittently or on a reduced schedule where medically necessary. If leave is taken intermittently or on a reduced schedule, the Company retains the discretion to transfer you temporarily to an alternative position with equivalent pay and benefits which better accommodates your leave schedule.

Leave's Effect on Benefits

During your family care leave, the Company shall continue to pay for your participation in the Company's group health plans, pension and retirement plans, and supplemental unemployment benefit plans, to the same extent and under the same terms and conditions as would apply had you not taken leave. You will pay your portion of the health care premiums directly to the Company each month, according to the schedule provided by the Company. If you fail to pay your portion of the insurance premium in a timely manner, your coverage may be terminated, and you will be offered coverage under COBRA or Cal-COBRA laws.

If you fail to return from the leave for a reason other than the recurrence or continuation of the health condition that brought about the leave or other circumstances beyond your control, the Company can recover any health premiums paid by the Company on your behalf during any unpaid periods of the leave.

While on leave, you will accrue employment benefits, such as vacation benefits, or seniority only when paid leave is being substituted for unpaid leave and only if you would otherwise be entitled to such accrual.

Procedure for Requesting CFRA Leave

(1) Notice Requirements

You should notify the Company of your request for leave as soon as you are aware of the need for such leave. For foreseeable events, you must provide thirty (30) calendar days' advance notice to the Company of the need for family care leave. For events that are unforeseeable thirty (30) days in advance, but are not emergencies, you must notify the Company as soon as you learn of the need for the leave. If the leave is requested in connection with a planned, non-emergency medical treatment, you may be requested to reschedule the treatment so as to minimize disruption of the Company's business.

If you fail to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, the Company reserves the right to deny the taking of the leave until at least thirty (30) days after the date you provide notice of the need for family care leave. All requests for family care leave should include the anticipated date(s) and duration of the leave.

Any requests for extensions of a leave must be received at least five (5) working days before the date on which you were originally scheduled to return to work and must include the revised anticipated date(s) and duration of the family care leave.

(2) Medical Certification

Any request for family care leave for your own serious health condition or for family care leave to care for a family member with a serious health condition must be supported by medical certification from a health care provider. For foreseeable leaves, you must provide the required medical certification before the leave begins. When this is not possible, you must provide the required certification within fifteen (15) calendar days after the Company's request for certification, unless it is not practicable under the circumstances to do so. Failure to provide the required medical certification may result in the denial of foreseeable leaves until such certification is provided. In the case of unforeseeable leaves, failure to provide the required medical certification within fifteen (15) days of being requested to do so may result in a denial of your continued leave. Any request for an extension of the leave also must be supported by an updated medical certification.

The medical certification for a family member with a serious health condition shall include: (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; (c) the health care provider's estimate of the amount of time needed for family care; and (d) the health care provider's assurance that the health care condition requires family care leave.

The medical certification for leave for your own serious health condition shall include: (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; and (c) a statement that, due to the serious health condition, you are unable to perform the functions of your position. In addition, the Company may require you to obtain a second opinion from a doctor of the Company's choosing and at the Company's expense. If your health care provider and the doctor providing the second opinion do not agree, the Company may require a third opinion, also at the Company's expense, performed by a mutually agreeable doctor who will make a final determination. Before permitting you to return to work, the Company also may require you to provide medical certification that you are able to return to work.

A leave taken due to a "qualifying exigency" related to military service must be supported by a

certification of its necessity. A leave taken due to the need to care for a servicemember shall be supported by a certification by the servicemember's health care provider or other certification allowed by law. Special certification requirements apply to leaves related to military service.

Reinstatement

Under most circumstances, when you return from CFRA leave you are entitled to reinstatement to the same or comparable position consistent with applicable law. You have no greater right to reinstatement than if you had been continuously employed rather than on leave.

MILITARY CAREGIVER LEAVE

Military Caregiver Leave may be taken by an employee who is the child, parent, spouse, or next of kin of a "covered servicemember," that is, a current member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness incurred in the line of duty on active duty. A "covered servicemember" also includes a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness incurred in the line of duty on active duty and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

Military Caregiver Leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the covered servicemember. If an employee needs leave intermittently, for planned medical treatment of a covered servicemember, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the Company's operations. The minimum leave increment for intermittent leave or leave on a reduced leave schedule is the shortest period of time the Company's payroll system uses to account for absences.

The "12-month period" in which 26 workweeks of Military Caregiver Leave may be taken begins on the first day of Military Caregiver Leave and ends 12 months after that date. If an employee does not take all of his or her 26 workweeks of leave entitlement during this 12-month period, the remaining part is forfeited. However, the employee would be entitled to additional leave to care for a different covered servicemember or to care for the same servicemember with a subsequent serious injury or illness, except that, in the case of overlapping 12-month periods, no more than 26 workweeks of leave may be taken within any single 12-month period.

In the case of leave that qualifies as both Military Caregiver Leave and FMLA/CFRA Leave to care for a family member with a serious health condition during a single 12-month period, the Company will designate such leave as Military Caregiver Leave.

Employees must request this leave in a writing directed to Human Resources as soon as is practicable. When requesting this leave you are required to attach to the leave request written documentation certifying the exigency supporting their leave.

MILITARY QUALIFYING EXIGENCY LEAVE

Military Qualifying Exigency Leave may be taken for "any qualifying exigency" arising out of the fact that the employee's spouse, son, daughter, or parent is on "covered active duty" or has been notified of an impending call to "covered active duty" status.

Military Qualified Exigency Leave may be taken for one or more of the “qualifying exigencies” specified in the FMLA.

Military Qualifying Exigency Leave will run concurrently with FMLA/CFRA leave to care for a spouse, parent, or child with a serious health condition to the extent permitted by federal law.

Military Qualifying Exigency Leave may be taken intermittently or on a reduced leave schedule basis. However, the employee must make a reasonable effort to schedule leave so as not to unduly disrupt the Company’s operations. The minimum leave increment for intermittent leave or leave on a reduced leave schedule is the shortest period of time the Company’s payroll system uses to account for absences.

CALIFORNIA MILITARY SPOUSE LEAVE

California law requires that employees who work an average of at least 20 hours per week may take up to 10 days of unpaid leave while their spouse is on leave from military deployment. To be eligible for this leave, the employee’s spouse must be a member of the Armed Forces of the United States (including National Guard or Reserves) on leave from deployment during a period of military conflict in an area designated as a combat theater or combat zone. Under California law, “spouse” is defined to include a registered domestic partner.

Employees must request this leave in a writing directed to Human Resources within two (2) business days of receiving official notice that their spouse will be on leave. Employees are required to attach to the leave request written documentation certifying their spouse will be on leave from deployment.

MILITARY SERVICE LEAVE

All CULINARY STAFFING employees are eligible for military leave for voluntary or involuntary military service consistent with all applicable federal and state laws. The Uniformed Services Employees Reemployment Rights Act (USERRA) assures employees who serve on active military duty certain workplace protections. Those include the right to take time off from work to actively serve in the military without fear of retaliation from their employer. Employees that which are a member of the government’s uniformed armed services will be granted unpaid leave to report for active duty or for annual Reserve or National Guard training. We will comply with all requirements of any state or federal laws, governing your military service and returning to work following military service. The employee must, however, notify management or Human Resources as soon as possible of their need for military leave. A copy of military orders must be produced as soon as possible.

PREGNANCY DISABILITY LEAVE

Under state and federal law, including the Fair Employment and Housing Act, employees may take a leave of absence of up to four (4) months for disabilities relating to pregnancy, childbirth or related medical conditions (“pregnancy disability”) of their own. **To be eligible for Pregnancy Disability Leave, the employee must be disabled by pregnancy, childbirth, or related medical conditions.**

The 4-month Pregnancy Disability Leave allowance includes any time taken (with or without pay) for any of the following reasons:

- The employee is unable to work at all, is unable to perform any one or more of the essential

functions of the employees job, or is unable to perform any one or more of the essential functions of the job without undue risk to the employee, the successful completion of the pregnancy, or to other persons, because of pregnancy or childbirth or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or

- The employee needs to take time off for prenatal care.

An employee who is physically and mentally capable of returning to work before the expiration of 4 months is not entitled to a full 4-month leave of absence.

Pregnancy disability leave may be taken intermittently or on a reduced work schedule when medically advisable. The Company may limit leave increments to the shortest period of time that the employer's payroll service uses to account for absences or use of leave. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which the employee is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave.

Upon the advice of a health care provider, an employee may also be entitled to a reasonable accommodation, to the extent required by law, for conditions related to pregnancy, childbirth or related medical conditions. Employees should promptly notify their supervisor of the need for a reasonable accommodation under this policy. In addition, a transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties may be available pursuant to requests, if such a transfer is medically advisable.

If an employee is affected by pregnancy or a related medical condition, they are to notify their supervisor as soon as possible. Early notice will help the employee and their supervisor work collectively to arrive at the best option for accommodating healthcare needs. Employees requesting Pregnancy Disability Leave should provide not less than 30 days' notice, or such shorter notice as is practicable, if the need for leave is foreseeable because of pregnancy. Failure to provide such notice is grounds for delay or denial of a leave request, except if the need for leave was an emergency or was otherwise unforeseeable.

Employees who are granted pregnancy disability leave will be returned to their same or similar position to the extent possible and required by law. A California employee who becomes pregnant is entitled to up to 4 months of disability leave and up to 12 weeks of CFRA leave in the same 12-month period.

Pregnancy Disability Leaves are unpaid. An employee on Pregnancy Disability Leave must use all accrued paid sick leave and may use any or all accrued paid vacation time during any otherwise unpaid leave period.

Retaliation against employees for taking Pregnancy Disability Leave is prohibited by law and Company policy.

PAID FAMILY LEAVE

You contribute to California's Paid Family Leave ("PFL") insurance fund, which is administered by the State of California's Employment Development Department ("EDD"). Like SDI contributions, your contributions to the PFL fund are deducted automatically from your paycheck. The PFL fund is designed to provide employees who take an unpaid leave of absence from work for certain reasons with a wage supplement for up to eight (8) weeks within a rolling 12-month period. This

benefit does not provide for time off; rather it provides for partial pay should you qualify for a leave of absence under Federal or State law or Company policy.

To determine eligibility for PFL benefits, you must apply for PFL benefits through the EDD. The EDD, not the Company, decides whether you are eligible for PFL benefits. PFL benefits apply if you take an unpaid leave of absence from work for one of the following reasons: (1) the birth or placement of a child for adoption or foster care; or (2) to care for an immediate family member (child, parent, spouse, domestic partner, child of a domestic partner, parent-in-law, grandparent, grandchild, or sibling) who is seriously ill and requires care.

If you plan an extended absence to care for a family member or care or bond with a new child, please notify Human Resources so that we may provide you with further information regarding this benefit.

Civil Air Patrol Leave

The Company provides ten (10) days per calendar year of unpaid Civil Air Patrol leave to an employee who responds to an emergency operational mission of the California Wing of the Civil Air Patrol.

Volunteer Firefighters Leave

The Company shall not discriminate against you for taking time off to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel. Additionally, the Company will provide up to 14 unpaid days per calendar year for the purpose of engaging in fire, law enforcement, or emergency rescue training.

Time Off for Bone Marrow Donation

Employees will be provided a paid leave of absence to undergo a medical procedure to donate bone marrow to another person. The combined length of bone marrow leave may not exceed five (5) business days in any one (1) year period. The one (1) year period is measured from the date your leave begins and consists of twelve (12) consecutive months. To qualify for this leave, you must submit verification by a physician detailing that there is a medical necessity for the donation, as well as the length of each leave requested.

You must use earned sick/vacation or PTO concurrently with this time off. If you do not have enough earned sick/vacation or PTO time to cover the leave, the remaining days of leave will be paid by the Company. This is also not considered a break in service for purposes of benefits or seniority.

While on leave for bone marrow donation, the Company will maintain all group health insurance benefits on the same terms as if you had continued to work. This means that if you want your benefits coverage to continue during your leave, you must also continue to make any premium payments that you are now required to make for yourself or your dependents. If you fail to make the premium payments, the Company may not continue to provide health insurance benefits, and you will be eligible for insurance continuation rights under COBRA or Cal- COBRA.

In most circumstances, upon return from this leave, you will be reinstated to your original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, you have no greater right to reinstatement than if you did not take a leave.

Time Off for Organ Donation

Employees will be provided a paid leave of absence to undergo a medical procedure to donate an organ to another person. The length of the paid leave may not exceed thirty (30) business days in any one (1) year period. The one (1) year period is measured from the date the employee's leave begins

and consists of twelve (12) consecutive months. To qualify for this leave, you must submit verification by a physician detailing that there is a medical necessity for the donation, as well as the length of each leave requested. If an employee wishes to donate a second organ during the same one year period, the second leave will be unpaid by the Company.

You must use up to 80 hours of available sick/vacation or PTO concurrently with this time off. If you do not have enough available accrued sick/vacation or PTO, then any remaining days of leave will be paid by the Company. This is also not considered a break in continuous service for purposes of benefits or seniority.

While on leave for organ donation, the Company will maintain all group health insurance benefits on the same terms as if you had continued to work. This means that if you want your benefits coverage to continue during your leave, you must also continue to make any premium payments that you are now required to make for yourself or your dependents. If you fail to make the premium payments, the Company may not continue to provide health insurance benefits, and you will be eligible for insurance continuation rights under COBRA or Cal-COBRA laws.

In most circumstances, upon return from this leave, you will be reinstated to your original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, you have no greater right to reinstatement than if you did not take a leave.

Victims of Domestic Violence, Sexual Assault, Stalking, or Other Crimes Leave

Employees who are victims of certain crimes or abuse are eligible for unpaid leave. This includes employees: (1) who are a victim of domestic violence, sexual assault or stalking; (2) who are victim of a crime that caused a physical injury or that caused mental injury and a threat of physical injury; or (3) whose immediate family member is deceased as the direct result of a crime.

You may request leave if you are involved in a judicial action, such as obtaining restraining orders, appearing in court to obtain relief to ensure your health, safety, or welfare, or that of your child, or attempting to obtain prescribed relief.

If the Company has 25 or more employees, you may also request leave to seek medical attention for injuries caused by crime or abuse, to obtain services from prescribed entities as a result of the crime or abuse, to obtain psychological counseling or mental health services related to an experience of crime or abuse, or to participate in safety planning and other actions designed to increase safety from future crime or abuse

You must provide notice and certification of your need to take leave under this policy. As a condition of taking leave under this policy, you must provide the Company with advance notice of your intention to use such leave unless doing so is not feasible. If leave is taken for an unscheduled absence, you must provide the Company with certification for need for the leave within a reasonable amount of time or have a victim advocate provide such certification. Certification may be any documentation that reasonably verifies the crime or abuse, including but not limited to documentation sufficiently provided by any of the following:

- (1) A police report indicating you are a victim of domestic violence, sexual assault or stalking;
- (2) A court order protecting or separating you from the perpetrator of an act of domestic violence, sexual assault or stalking, or other evidence from the court or prosecuting attorney that you appeared in court; or
- (3) Documentation from a medical professional, domestic violence advocate, health-care provider, or counselor that you were undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence, sexual assault or

stalking.

The Company will to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision. The length of unpaid leave an employee may take is limited to the twelve (12) weeks provided for in the federal Family and Medical Leave Act of 1993 or the California Family Rights Act.

Victims of a Violent or Serious Felony Leave

An employee who is a victim or the family member of a victim of a violent felony or serious felony is entitled to take time off from work, unpaid, under the following circumstances:

- (1) The crime must be a violent crime or other serious felony, as defined by law, and
- (2) You must be the victim of the crime, or you must be an immediate family member of a victim of a violent or serious felony, a registered domestic partner of a victim, the child of a registered domestic partner of a victim of a violent or serious felony, or immediate family member of a homicide victim.

An immediate family member is defined as a spouse, registered domestic partner, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather for purposes of this policy. Leave is available regardless of whether any person is arrested for, prosecuted for, or convicted of committing the crime. Employees are required to verify need for leave, but this can be done by a written and signed statement certifying that the absence from work was due to a purpose authorized under this section or be documentation from a qualified victim advocate.

An employee who suffers direct or threatened physical, psychological or financial harm as a result of the specified offenses below, is entitled to take time off from work, upon the employee's request, to appear in court to be heard at a proceeding in which the employee's rights are at issue:

- (1) Vehicular manslaughter while intoxicated
- (2) Felony child abuse likely to produce great bodily harm or a death
- (3) Assault resulting in the death of a child under 8 years old
- (4) Felony domestic violence
- (5) Felony physical abuse of an elder or dependent adult
- (6) Felony stalking
- (7) Solicitation for murder
- (8) A serious felony, such as kidnapping, rape or assault
- (9) Hit-and-run causing death or injury
- (10) Felony driving under the influence causing injury
- (11) Specified sexual assault

Your absence from work is limited to attend judicial proceedings related to the crime defined above, and for no other purpose. Before you are absent for such reason, you must provide documentation of the scheduled judicial proceeding. If advance notice is not possible for any reason, you must provide appropriate documentation immediately after the absence. Typically, such notice of the judicial proceeding is given to the victim of the crime by a court or government agency setting the hearing, a district attorney, or prosecuting attorney's office, or a victim/witness office. The leave will be unpaid, unless you choose to substitute paid time off, such as vacation or paid sick leave.

PARENT-CHILD SCHOOL RELATED LEAVE

You may take time off as necessary to attend your child's or grandchild's school (including preschool) in order to discuss your child's or grandchild's possible suspension or expulsion.

Because the Company recognizes the importance of the family obligations that many employees bear, you will be granted up to forty (40) hours each year, not to exceed eight (8) hours per month, to visit your child's or grandchild's school for parent conferences, concerts, sporting events, art shows, and other school events. You must give the Company reasonable notice of any planned absence.

Any time taken will be unpaid. You must exhaust your vacation time for such absences before taking unpaid time.

Before taking the time off, the employee must provide CULINARY STAFFING with reasonable notice of the planned absence. CULINARY STAFFING shall request documentation.

BEREAVEMENT LEAVE

Bereavement leave is intended to allow employees time off to attend the funeral/services and for related matters due to the death of an immediate family member, unpaid for up to 5 days. Immediate family members are defined as: parent, sibling, spouse, domestic partner, mother-in-law, father-in-law, child, grandparent, grandchild, legal guardian, or "step" relation.

The bereavement leave days need not be consecutive but must be completed within three (3) months of the date of the family member's death. You may be eligible to use accrued and available vacation, or sick time for the leave if requested. Vacation or sick pay used will not be counted as time worked for the purpose of computing overtime. The Company may request documentation of the family member's death in the form of a death certificate, a published obituary, or a written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution or government agency. You must provide the requested documentation within 30 days of the first day of leave.

JURY DUTY OR SERVICE AS WITNESS IN A COURT PROCEEDING

CULINARY STAFFING grants time off for jury duty or a court appearance as a witness as required by law. Culinary Staffing will pay up to 5 days for jury duty attendance. Employees must notify their manager as soon as they are called for jury duty so that arrangements may be made to cover work assignments. Proof of service is required for Jury Duty pay. Please contact your manager or Human Resources if you have been summoned to jury duty.

VOTING TIME

If you do not have sufficient time outside of working hours to be able to vote on Election Day, the Company will give you as much time as necessary to vote in a statewide election. Up to two (2) hours of the time off will be paid. You must tell your supervisor that you will need time off to vote as soon as you know this, but not less than three (3) workdays before Election Day. Your supervisor may require you to take voting time at the beginning or end of your shift. Your supervisor will ask you to present a voter's receipt for voting time off.

EMPLOYEE CONDUCT

STANDARDS OF CONDUCT

It is CULINARY STAFFING's expectation that its employees will conduct themselves in a professional and respectful manner and in compliance with our policies and procedures.

The following list is not intended to be all-inclusive, but merely illustrates certain types of behavior CULINARY STAFFING deems unacceptable, and which may result in disciplinary action, up to and including termination, with or without any written warnings.

Please note that other behavior, not listed below, may result in similar action.

- Violation of any CULINARY STAFFING's policies including but not limited to:
- business conduct policies
- policies against discrimination and harassment
- Drug-Free Workplace Act policies
- Policies related to workplace safety and health
- Family and Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA/NPLA) policies
- attendance policies
- wage and hour or pay policies
- policies regarding violence in the workplace
- social networking policy
- Cell phone and wireless device policies
- Violation of any provision included in this Employee Handbook.
- Willful or negligent destruction of Company and/or client property.
- Carrying or possession of weapons, or use, or distribution of weapons on Company and/or client property or premises.
- Unauthorized use, waste, removal or attempted removal of Company/client/or employee material or property (e.g., funds, food, records, documents, tools, or equipment) from Company and/or client premises without proper authorization. This includes any items that have been discarded.
- Falsification or unauthorized alteration of any employment-related documents including, but not limited to, employment applications, personnel records and time records.
- Insubordination such as refusal to perform any job or work assignment given by an employee's supervisor or by management.
- Use of profanity or harassing or abusive language or conduct.
- Gambling or conducting a lottery while on duty or on client/Company premises.
- Sleeping or dozing on the job.
- Smoking in non-designated smoking areas.
- Solicitation or sale of non-Company goods or services to employees or clients or on Company or client property/job sites.
- Violation of any safety rule or practice or engaging in conduct which tends to create a safety hazard. This includes fighting, disorderly conduct, horseplay, or throwing objects.
- Failure to report an accident that results in or may result in injury to yourself or others or damage of property.
- Leaving your work area during work time without a job assignment or a job-related task without management's authorization.
- Failure to accurately record your work time and meal periods.
- Failure to take required meal periods and rest breaks.
- Recording hours worked by another employee.
- Allowing unauthorized personnel to enter non-public work areas.
- Non-incident time spent working on personal projects on client/Company property, machines or time.
- Eating or drinking other than during designated rest breaks and meal periods and in designated areas, unless approved by your manager.
- Working unauthorized overtime.
- Unauthorized access of personnel files or confidential information.

CONFIDENTIALITY

Employees must maintain the confidentiality of confidential information entrusted to them by CULINARY STAFFING or its suppliers, clients, and customers.

Confidential information includes all non-public information that might be of use to competitors, or harmful to CULINARY STAFFING or its clients or customers if **disclosed**. It also includes confidential information that suppliers, clients and customers have entrusted to us. Confidential information includes information regarding certain terms and conditions of employment and includes other employees' contact information. Employees should contact their manager or Human Resources if any uncertainty exists as to whether certain information is, in fact, confidential information. Violation of this policy may result in disciplinary action, up to and including termination.

CONFLICTS OF INTEREST

CULINARY STAFFING expects our employees to conduct business according to the highest ethical standards of conduct. Employees are expected to devote their best efforts to the interests of the Company. CULINARY STAFFING recognizes the right of employees to engage in activities outside of their employment which are of a private nature and unrelated to the Company's business dealings. However, the employee must disclose any possible conflicts so that the Company may assess and prevent potential conflicts of interest from arising. A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain for the employee or an immediate family member (i.e., spouse or significant other, children, parents, siblings) as a result of the Company's business dealings.

Soliciting any direct work from a client, whose introduction comes from CULINARY STAFFING, is prohibited and will result in cancellation of all future bookings and result in disciplinary action, up to and including termination. All scheduling needs to be done through CULINARY STAFFING. If the client directly or indirectly schedules the employee for work, it is the responsibility of the employee to confirm the booking with the administrative scheduling staff. All offers of permanent placement between the client and the employee must be directed to CULINARY STAFFING. Outside employment is not forbidden or restricted by the Company except in those instances where a conflict of interest exists or appears to exist.

Any violation of this policy will result in immediate disciplinary action, up to and including termination. If you are unsure if a conflict of interest exists, you should contact members of management or Human Resources. The purpose of this policy is to protect employees from any conflict of interest that might arise.

PERMANENT PLACEMENT OPPORTUNITIES

Clients of CULINARY STAFFING can offer permanent, full-time employment to any of our employees, but for permanent placements to occur there are a few things that need to happen first. The Client needs to express interest to CULINARY STAFFING in hiring our employee(s). We will confirm whether our employee(s) worked at least 480 hours for the Client. If so, and the Client has also met its contractual obligations, CULINARY STAFFING will finalize the permanent placement. If the hours worked are less than 480 hours, CULINARY STAFFING will notify the Client of the conversion fee. If the conversion fee is paid, then CULINARY STAFFING will finalize the permanent placement.

Clients of CULINARY STAFFING, under contractual obligations, are to refrain from hiring our employee(s) without our involvement while the employee(s) remain active in our system, even if the employee(s) no longer work for the Client. An employee is considered in-active after 6 months of not working for any Client of CULINARY STAFFING. Our client may also decide to make our employee(s) a permanent hire after their employment with CULINARY STAFFING has been

terminated. Regardless of whether CULINARY STAFFING or the employee(s) terminated the relationship, the conversion fee remains enforceable and will apply for 6 months after the employee(s) employment from CULINARY STAFFING has ended.

PROFESSIONAL APPEARANCE AND WORK ATTIRE

It is important that our employees maintain a professional appearance that reflects well on themselves, our clients and CULINARY STAFFING. As an employee of CULINARY STAFFING, it is expected that you arrive to every event with your uniform on, clean, and pressed. Failure to present a professional appearance may result in disciplinary action, up to and including termination.

PERSONAL HYGIENE

Personal cleanliness and hygiene are important in the service industry and must be maintained while employees are at work. Daily use of deodorant/antiperspirants, frequent bathing is necessary to maintain proper personal hygiene. However, fragrances, perfumes or scented body sprays are not allowed.

HAIR

Hair is to be neatly kept and conservative in style. Hair must be tied back so that it does not hang in one's face or obstruct eyesight and line of vision. Hair longer than shoulder length must be pulled up and off the neck if employees are working in the food production or service areas. Only natural colors or tones (black, brown, blonde, red, etc.) are permitted.

Male Facial Hair is to be neatly kept and conservative in style. Men must be clean shaven and free of stubble. Growing in new moustaches, goatees or other facial hair must be done on the employee's own time (employees coming to work without a fully grown in moustache or goatee will be required to shave) Moustaches must be no longer than the corner of the mouth unless worn in a "goatee". Beards must be neatly trimmed and kept at all times.

FINGERNAILS

Nails are to be clean and neatly manicured and no longer than the tip of the finger and without chipped nail polish. Nail polish must be

conservative in color, solid in pattern and compliment the uniform. Nail piercing is not permitted.

JEWELRY

- Earrings can be worn in the lobe only. No more than two pairs per lobe. Studs are preferred but should others be worn they cannot extend more than ½" below the lobe. Any earrings worn must compliment the uniform.
- Rings are permitted but only two per hand.
- One watch may be worn on one of the wrists (this does not count as a bracelet). The watch must be conservative in style and size.
- All jewelry worn is at the discretion of your manager.

BODY ART/TATTOO/BODY PIERCING

CULINARY STAFFING recognizes that body art/tattoos/body piercing is a symbol of self-expression. Due to the nature of our business and the select clientele that we work with tattoos are not to be visible at any given time. Facial jewelry (including tongue piercings) is not to be worn during working hours. This includes employees who do not have direct guest contact.

CELEBRITIES, POLITICIANS, AND OTHER NOTABLES

At many of our events there are notable people and politicians in attendance. It is extremely important that any employee of CULINARY STAFFING remain professional and not give any

indication that you recognize anyone as anything other than a guest. Under no circumstances before, during or after the event is any CULINARY STAFFING employee permitted to solicit, engage in non-work-related conversation or express views or opinions to guests based on that guest's status or social standing.

ALCOHOL SERVICE POLICY

If alcohol is served at the event which you are working, employees are required to comply with the applicable state and local law regarding service of alcohol. Failure to do so may result in disciplinary action, up to and including termination.

WAGE AND HOUR/PAY

TERMINATION PROCEDURE

Termination for unsatisfactory performance and certain types of misconduct may be preceded by an oral warning, a written warning, and/or suspension. However, CULINARY STAFFING reserves the right to proceed directly to a written warning or to termination for misconduct or a performance deficiency without resort to prior disciplinary steps, when CULINARY STAFFING in its sole discretion deems such action appropriate.

Nothing in this policy statement alters the at-will nature of employment with CULINARY STAFFING. Either you or CULINARY STAFFING may terminate the employment relationship at any time with or without cause and with or without prior notice. CULINARY STAFFING reserves its right to terminate any employment relationship without resort to the above disciplinary procedures.

EMPLOYEE CLASSIFICATIONS

To clarify the definitions of employment classifications to better understand employment status and benefit eligibility, the following policy helps by highlighting some basic distinctions.

Each employee at CULINARY STAFFING can be designated as either "NON-EXEMPT" or "EXEMPT" from federal and state wage and hour laws. NON-EXEMPT employees are entitled to minimum wage and overtime pay under the specific provisions of federal and state laws. EXEMPT employees, on the other hand, are excluded from federal and state wage and hour laws, such as minimum wage and overtime pay.

WORK WEEK/PAY DAY/PAYCHECK

CULINARY STAFFING is obligated, by law, to withhold Federal, State and Local Income Tax and Social Security deductions and any federal/state/local authorized wage garnishments. Where permitted by law, other payroll deductions may be taken. If you have any questions about payroll deductions, please contact the controller. ***For exact pay days please refer to Attachment 1 (Pay Day Schedule).***

WORK SCHEDULES

CULINARY STAFFING provides on-call, part-time work. It is the responsibility of the employee to inform CULINARY STAFFING of their availability and the number of hours they can work. To

schedule work employees can log onto golive.culinarystaffing.com with their user login and password and assign themselves to any open positions which they are qualified for.

****Note: If you receive a call, message, or email from our staffing office you must call us back or email us immediately. However, if you are working do not interrupt or stop working to return the Company's call.**

Under California law, the general overtime provisions are that a nonexempt employee 18 years of age or older, or any minor employee 16 or 17 years of age who is not required by law to attend school and is not otherwise prohibited by law from engaging in the work offered by the Company, shall not be employed more than 8 hours in any workday or more than 40 hours in any workweek unless the employee receives 1.5 times the employee's regular rate of pay for all hours worked over 8 hours in any workday and over 40 hours in the workweek (or double time as specified below). Employment beyond 8 hours in any workday or more than 6 days in any workweek requires the employee to be compensated for the overtime at not less than:

- 1.5 times the employee's regular rate of pay for all hours worked in excess of 8 hours up to and including 12 hours in any workday, and for the first 8 hours worked on the seventh consecutive day of work in a workweek; and
- 2 times the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of 8 on the seventh consecutive day of work in a workweek.

Overtime must be authorized by the appropriate manager or client **before** it is worked. If an employee works **unauthorized overtime**, they will be paid for the time worked but may be subject to disciplinary action, up to and including termination. Unauthorized overtime may be defined as work in excess of 8 hours that has not been approved by the appropriate manager or client before it is worked.

REPORTING HOURS

CULINARY STAFFING has identified the work week as Monday at 12:00am to Sunday at 11:59pm. Timesheets of all hours worked for the previous week "**MUST**" be submitted or turned in on no later than **MONDAY before 12:00pm**. Any hours not turned in or not reported timely may experience a delay in payment or no payment. Should employees fail to submit their hours the Company may assume the employee was a no-show and the employee will not be compensated. Employees can submit their hours online, call, or email their hours. **Payroll prefers hours to be submitted online at golive.culinarystaffing.com.**

In addition to the above, timesheets should also be made available at the locations you work. It is a requirement that you sign in and out on them; thus, if a timesheet is not available you must email timesheets@culinarystaffing.com following your shift so CULINARY

STAFFING can confirm your hours worked with the client for you to get paid for that shift.

Accurately reporting time worked is the responsibility of every non-exempt employee. Altering, falsifying, failure to report hours, tampering with time records or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

TIPS

On occasion gratuities may be received on a worked job. However, gratuities are **NEVER** guaranteed on any worked job. The hourly rate listed in our GO Live! app is the amount you will

receive per hour worked.

PAYCHECK DISTRIBUTION

Paychecks can be picked up on Mondays after 9:00am. If an employee requests to have their paycheck automatically mailed, payday is the Monday following and those paychecks will be mailed by close of business on Monday. If a payday happens to fall on a holiday and the office is closed, checks will be available for pick up the following business day. There are three (3) ways employees can receive their paycheck:

1. Direct Deposit* (Preferred Method)
2. Employees can pick up their check personally.
3. Employees can request to have their paycheck mailed automatically. Requests can be made directly with the Receptionist (contact information on page 2) or in the GoLive! app by selecting to be placed on the 'permanent mailing list.'
4. Employees can authorize someone to pick up their paycheck. When arriving to receive the paycheck, the authorized person must present valid identification.

Currently, CULINARY STAFFING does not offer electronic pay (EPay) cards.

OVERTIME

CULINARY STAFFING does not honor early paycheck requests.

Do not call the office to determine if you have a paycheck ready to be picked up. It is the employee's responsibility to keep track of their hours and when they will be paid. Please refer to the Pay Day Schedule located on golive.culinarystaffing.com for pay days.

*Please note your first paycheck will always be a paper check. If you would like it mailed, you need to let call us or change your status in the GoLive! app to the permanent mailing list. Direct Deposit will be on the following pay cycle you work.

MEAL PERIODS/BREAKS/WAIVERS/PENALTY

California law states that every hourly and salaried non-exempt employee is entitled to a paid 10-minute rest period for every four (4) hours worked. Every hourly and salaried non-exempt employee is also entitled to a minimum of one 30-minute unpaid, uninterrupted meal period for every five (5) hours of continuous work.

After a work period of more than five (5) hours, an hourly employee must be provided an uninterrupted 30-minute off-duty meal break. This meal period must begin no later than the end of the employee's fifth (5th) hour of work, but no less than three (3) hours after arriving to work, and the employee is expected to take this meal break in full. If, however, an employee's workday is no more than six (6) hours, the employee, with mutual consent of the captain or manager on site, may elect to waive the off-duty meal period in advance by marking 'waived break' on the timesheet.

An employee should be relieved from all duties during these 30-minute meal breaks, and the employee must accurately record the time of day he or she began and ended the meal period. A meal period during which the employee is relieved of all duties is not considered time worked and thus the employee will not be paid for the meal break.

CULINARY STAFFING requires employees to take their 30-minute uninterrupted meal period. It is

a violation of policy if an employee doesn't take a meal break, unless both the employee and the captain or manager on site approve it knowing a meal penalty will be assessed. In this circumstance, premium pay of one (1) additional hour will be paid to the employee. Failure to take a meal break without approval as previously stated may result in disciplinary action, up to and including termination.

When necessary, the supervisor, manager, or onsite captain will determine when the breaks will be taken so that adequate coverage can be maintained; however, it is the responsibility of the employee to ensure that they take their breaks.

If at any time an employee believes that someone is preventing him or her from taking or interfering with the employee's ability to take an authorized meal period, the employee immediately should report the matter to a CULINARY STAFFING representative. The employee will suffer no retaliation for reporting this matter.

It is against California state law to combine rest periods and lunch breaks.

VACATIONS

CULINARY STAFFING vacation is non-discriminatory, and is based on non-discriminatory factors, including job responsibility. Please refer to your offer letter to review your vacation accrual policy. Field/Temporary staff are **not eligible** for vacation accrual.

You must give your supervisor at least two (2) weeks advance notice before you take your vacation, in writing. You may not take vacation before you earn it unless you obtain written permission from your supervisor.

If you are on a leave of absence or are suspended, you will not earn vacation benefits. If you become ill during your vacation, you will not be able to count those vacation days as sick days. However, in extreme circumstances, your supervisor may reschedule your vacation.

The scheduling of your vacation is based on CULINARY STAFFING operational needs, other employees' requests for vacation, and leaves of absence of other employees. If there is a conflict in requests for time off, management will determine who will be given preference. Vacations may be taken in increments of four (4) hours. Vacation will be paid at the employee's normal straight time rate. Vacation pay does not count as time worked for the purpose of computing overtime.

PAID SICK LEAVE

CULINARY STAFFING provides paid sick leave to employees who have successfully completed 90 days of employment within a year of their employment with the Company. Eligible employees will accrue one hour of sick time for every 30 hours worked up to a maximum accrual of 72 hours or nine days, whichever is greater, per each year of employment.

After successfully completing 90 days of employment, eligible employees may begin to use paid sick time under this policy up to a maximum of 48 hours, or six days, whichever is greater, per each year of employment with the Company. Accrued, unused time under this policy will carry over each year up to a maximum accrual of 72 hours or nine days, whichever is greater. To calculate the amount of pay owed to employees on paid sick leave, the employee's regular rate of pay will be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

Leave under this policy may be used in connection with the diagnosis, care or treatment of an existing health condition for, or the preventive care of, an employee or an employee's immediate

family member. "Family member" means any of the following: (1) A child, which means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status; (2) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; (3) A spouse; (4) A registered domestic partner; (5) A grandparent; (6) A grandchild; (7) A sibling; and (8) a designated person. A designated person is defined as any individual related by blood or whose association with you is the equivalent of a family relationship.

Leave under this policy may also be used for employees who are the victims of domestic violence, sexual assault or stalking.

CULINARY STAFFING requires employees to use paid sick leave under this policy in minimum increments of two hours. If the need for paid sick leave is reasonably foreseeable, an employee must provide the employer reasonable advance notice of the need for sick leave. **Culinary Staffing will exercise 24 hours prior to your shift as being reasonable advance notice.** If after hours, the employee needs to call the emergency number, utilizing the Company's Call Out/Cancellation policy. If the leave is unforeseeable, the employee need only provide notice as soon as practicable.

Unused time under this policy is not paid out at the time of separation from employment. However, employees who are re-employed with the Company within a year of separation will have their accrued unused bank of time off under this policy made available to them. Leave under this policy may run concurrently with leave taken under other applicable policies as well as under local, state or federal law, including leave taken pursuant to the California Family Rights Act (CFRA), New Parent Leave Act (NPLA) or the Family and Medical Leave Act (FMLA). For more information regarding leave under this policy, contact Human Resources.

REMOTE WORK

Remote workers are entitled to reasonable reimbursement for tools including cell phone, computer, printer and other technology cost considered essential to complete the job.

Remote work can be changed at any time with a 30 day notice at any time.

EMPLOYEE RIGHTS AND RESPONSIBILITIES

CULINARY STAFFING employees have the following rights and responsibilities regarding wage and hour matters:

1. Employees are required to record and report all their working time to their manager or the CULINARY STAFFING office so that it can be paid.
2. It is the employee's responsibility to take all required meal periods and rest breaks. Employees must contact their manager if they have questions about the meal periods and/or rest breaks that are provided at the event. If you believe that you will be unable to take a required meal period or rest break, you must speak to your manager or client contact person. If the location provides 30-minute meal periods, you must take the entire 30 minutes and not perform any work.
3. Employees must not perform any work (a) before clocking in, (b) after clocking out, or (c) during unpaid meal periods.
4. If an employee does perform work while off-the-clock, they must tell your manager so that they can get paid for the time. However, they may be subject to discipline.

5. Employees must promptly notify their manager if they forget to clock in or otherwise miss any time punches.
6. Employees must follow the overtime approval process explained in the Employee Handbook. At all CULINARY STAFFING events, if employees work unapproved overtime, they will be paid for the time but may also be subject to discipline.
7. Employees must review their time record and paycheck each pay period and report any errors to the CULINARY STAFFING payroll administrator.

Retaliation against any employee who reports a concern about his/her wage payments, or who alleges a violation of federal, state or local wage and hour laws is prohibited. Reports of suspected retaliation should be discussed with any member of the CULINARY STAFFING management team or Human Resources.

Performance Evaluation

Your supervisor may review your job performance with you after the first year of employment and thereafter at least once a year. The purposes of these evaluations are:

- (1) To evaluate the strengths and weaknesses of your work;
- (2) To communicate these to you;
- (3) To set future performance goals;
- (4) To determine training needs;
- (5) To review attendance; and
- (6) To discuss wage changes.

To do this, your supervisor may prepare a written evaluation, which may be reviewed by the next higher level of management. After that, you will meet with your supervisor to discuss the evaluation. When you meet with your supervisor, you are encouraged to ask specific questions and to comment about your evaluation. You will be allowed to write your own comments on the evaluation form, and to sign it to show that you have read it and discussed it. The evaluation will become a part of your personnel file, and you may request a copy of the completed form for your own records. A good performance evaluation does not guarantee a pay raise, because pay increases may not occur every year, nor is it a promise of continued employment.

BENEFITS

WORKER'S COMPENSATION

CULINARY STAFFING takes safety very seriously. Employees who have an accident or injury while on the job must notify their onsite manager or captain, and CULINARY STAFFING immediately. If medical care is needed, Human Resources can provide you with the name(s) of CULINARY STAFFING's preferred provider network.

If the injury is deemed to be work-related and an employee is unable to earn their full pay due to the injury, they may receive workers' compensation benefits related to lost wages. Time away from work due to a work-related injury will be deemed to run concurrently with leave under the FMLA, if qualified.

MEDICAL BENEFITS

CULINARY STAFFING provides medical benefits in adherence with the Affordable Care Act. Human Resources will contact you when/if you qualify.

DENTAL/VISION BENEFITS

CULINARY STAFFING provides optional dental/vision benefits. Human Resources will contact you when/if you qualify.

WORKING ADVANTAGE

CULINARY STAFFING is pleased to partner with Working Advantage to offer money saving benefits to employees in the areas of entertainment and shopping. Whether you are looking for a ski package, hotel and spa get away, amusement parks or simply going to the movies, Working Advantage has it. Log into www.workingadvantage.com and use Company code: #129311994

SAFETY

SAFETY RULES APPLY TO EVERYONE

Safety is a vital concern at the Company and is one of your most important responsibilities. Following the Company's safety policies to the letter is essential. If you see an unsafe condition, you must report it to your supervisor. You must also report all accidents, no matter how minor. Learn the location of all fire extinguishers and evacuation procedures. The Company has an Injury and Illness Prevention Program and COVID Prevention Program that will be made available to you.

Effective January 1, 2023, SB 1044 prohibits an employer, in the event of an "emergency condition", from taking or threatening adverse action against any employee for refusing to report to or leave a workplace or worksite within the affected areas. Emergency conditions include conditions of disaster or extreme peril to the safety of persons or property caused by natural forces or a criminal act, or an order to evacuate a workplace, worksite, or employee's home, or the school of an employee's child due to a natural disaster or a criminal act. If an employee has a reasonable belief that the workplace or worksite is unsafe due to an emergency condition, they may refuse to report to or may leave work. However, when the emergency conditions that pose an imminent and ongoing risk of harm to the workplace, the worksite, the employee, or the employee's home have ceased, these provisions of the law are no longer intended to apply. This law also prohibits an employer from preventing any employee from accessing the employee's mobile device or other communications device for seeking emergency assistance, assessing the safety of the situation, or communicating with a person to confirm their safety. Notably, an emergency condition does not include a health pandemic.

REPORT OF INJURY – YOUR RESPONSIBILITIES

You are to report all incidents to the on-site Supervisor/Captain immediately at the time of injury. You are to call the office or the emergency phone directly following to report injury to Human Resources or the on-call manager. This ensures that we can promptly act to address any incident, including facilitating medical care or treatment of any workplace injury.

If an incident such as an injury or near miss occurs, but does not require professional medical treatment, the on-site Supervisor/Captain and our office must be informed immediately, and an

incident report must be completed. If necessary, you may receive first aid on-site.

If an injury occurs which requires medical attention, you will follow the emergency response plan. You must fill out a Workers' Compensation First Report of Injury form (DWC1) as soon as possible. Human Resources will send it to the email address we have on file for you to fill out electronically.

If medical attention is sought, you should inform the doctor that your Employer has a return-to-work program with modified duty jobs available.

At the conclusion of your office visit with your treating doctor you should be given a "work status report". This should be given to Human Resources.

If the treating doctor releases you to return to modified duty, as indicated on the "work status report" this form must be returned to Human Resources within 24 hours for a modified duty work assignment. Culinary Staffing Service will continue your salary until a modified assignment is located for you. When one becomes available you must report for work at the designated date/time. You may not return to work without a release from the attending doctor.

If you return to a modified duty job, you must perform within the limits of the duties of the job, or your treating doctor's restrictions. If at any time, job restrictions change, Human Resources is to be notified immediately and provided with a new work status report from the doctor.

If after treatment, the employee is unable to report for any kind of work, the employee must call Human Resources each week to report their medical status.

It is the responsibility of the employee to supply Human Resources with a current telephone number and an address where the employee can be contacted while not working.

The employee will notify Human Resources within 24 hours of all changes in medical condition.

NO ONE GETS HURTS...IF

- Inspect your work area before you start working and report and hazards, accidents or incidents to your manager.
- Keep aisles and fire exits clear at all times.
- Clean your work area as you work and if spills or other hazards occur that could lead to an accident.
- Provide suggestions on how to improve safety and participate in safety training, huddles and meetings.
- Use tools only for their designed purpose. Never tamper or remove warning signs or interfere with any safety/protective devices provided.
- Learn the right way to do your job. Only operate machines and/or equipment if you are trained and authorized to do so. If you are not sure you thoroughly understand the job, ask your Manager for help.
- Safety footwear (e.g., slip resistant shoes, steel toe, etc.) is required for certain jobs as part of your uniform.
- Personal protective equipment may be required for certain jobs (e.g., gloves, safety footwear, eye protection, etc.). Your manager will give you additional direction for those instances where personal protective equipment is required.
- You are the best judge of what you can lift. Never try to lift what you know you can't.
- Read and be familiar with the label on every container of material you handle to ensure

you understand how to protect yourself from chemical hazards.

PERSONAL PROTECTIVE EQUIPMENT

It is a requirement that all employees wear non-slip shoes. It is also a requirement that all employees must wear a cut glove when using a knife, a meat slicer (even when a guard is available), or any other kitchen equipment which has potential for injury. Any violation of these policies will result in disciplinary action up to and including termination. All other tools necessary or required for the job are included in the event details. If an employee does not have these essential tools it is the responsibility of the employee to obtain them before their shift. Do not sign up for a shift if you do not have them.

WORKPLACE SEARCH POLICY

CULINARY STAFFING has adopted policies to improve security, to assure appropriate treatment of employees and assets, and to protect employees from unfair accusations by others. CULINARY STAFFING reserves the right to inspect and a search any of its property, including desks, storage areas, work areas, lockers, file cabinets, credenzas, computer systems, office telephones, cellular telephones, scanners, copiers, and vehicles. This can include electronically stored information on computer systems, cellular telephones or other electronic devices. A search can occur at any time, with or without notice, for any legitimate business purpose. CULINARY STAFFING may conduct searches during or after business hours, in the presence or absence of the employee, and with or without notice.

You may be questioned during the course of an inspection or search, and any personal property that you have brought to the workplace, including vehicles, packages, purses, briefcases, lunch boxes, and other possessions, may be searched.

ADDITIONAL INFORMATION

HOLIDAYS

To observe the following holidays CULINARY STAFFING's administration office will be closed. Field/Temporary staff are not eligible for Holiday Pay.

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Christmas

To be eligible for Holiday benefits, you must work the last scheduled workday before and the first scheduled workday after the Holiday. If a Holiday falls during your vacation period, you will be paid for the Holiday and will not be charged with a vacation day.

If eligible, you will receive your regular, straight time rate of pay for a Holiday. If a Holiday falls on a Saturday or Sunday, it will generally not be paid, but the Company may choose to grant another day off in lieu of closing. Holiday observance will be announced in advance. Holiday pay does not count as time worked for the purpose of computing overtime.

If you are suspended or on a leave of absence for any reason, you are ineligible for Holiday benefits for Holidays observed during that period.



EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

I acknowledge that on _____, I received a copy of the CULINARY STAFFING SERVICES Employee Handbook. I have watched the new hire orientation and acknowledge the Employee Handbook was thoroughly discussed at the new hire orientation.

I understand that downloadable copies of the Employee Handbook are available to me through a link I received via the “welcome email” from CULINARY STAFFING. I understand that I can contact CULINARY STAFFING to request a copy or access a copy in downloadable form through the Human Resources section of the CULINARY STAFFING website at www.culinarystaffing.com.

I understand that the Employee Handbook contains important information about CULINARY STAFFING's policies, that I am expected to read it and familiarize myself with its contents, and that the policies in the Employee Handbook apply to me. Failure to abide by the contents of the Employee Handbook may result in disciplinary action, up to and including termination. I understand that I should consult my manager or Human Resources regarding any questions not answered in the Employee Handbook.

I understand that the statements contained in the Employee Handbook are guidelines for employees concerning some of CULINARY STAFFING's policies and benefits and are not intended to create any contractual or other legal obligations or to alter the at-will nature of my employment with CULINARY STAFFING.

I also understand that no department head, supervisor, or any other employee of CULINARY STAFFING other than its President or Owner has the authority to enter into any agreement for employment for any specified period of time or to make any agreement contrary to the at-will relationship described in the Employee Handbook.

I acknowledge that CULINARY STAFFING may modify or rescind any policies, practices, or benefits described in the Employee Handbook, other than the employment at-will policy, at any time without prior notice to me.

I understand and agree that my employment with CULINARY STAFFING is at will, and can be terminated at any time, with or without cause and with or without notice.

I further understand and agree that CULINARY STAFFING retains sole discretion to modify the terms and conditions of employment.

This is the entire agreement between CULINARY STAFFING and me on these issues, and it cannot be modified except by a new agreement, in writing and signed by CULINARY STAFFING's President or Owner.

This Employee Handbook and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of my employment with CULINARY STAFFING. By distributing this Employee Handbook, the company expressly revokes any and all previous policies and procedures that are inconsistent with those contained herein.

EMPLOYEE SIGNATURE

EMPLOYEE NAME (PLEASE PRINT)

DATE