



Employee Handbook

10/01/2024

California

ABOUT THIS HANDBOOK/DISCLAIMER

We prepared this handbook to help employees find the answers to many questions that they may have regarding their employment with Culinary Staffing. Please take the necessary time to read it.

We do not expect this handbook to answer all questions. Managers and Human Resources also serve as a major source of information.

Neither this handbook nor any other verbal or written communication by a management representative is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation, nor does it confer any contractual rights whatsoever. Culinary Staffing adheres to the policy of employment at will, which permits the Company or the employee to end the employment relationship at any time, for any reason, with or without cause or notice.

No Company representative other than the President may modify at-will status and/or provide any special arrangement concerning terms or conditions of employment in an individual case or generally and any such modification must be in a signed writing.

Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate Company documents. These Company documents are always controlling over any statement made in this handbook or by any member of management.

This handbook states only general Company guidelines. The Company may, at any time, as permitted by law, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to end employment at will, which may only be modified by an express written agreement signed by the employee and the President.

Nothing in this handbook should be construed to prohibit or restrict employees from exercising rights or engaging in activities protected by the National Labor Relations Act.

This handbook supersedes all prior handbooks.

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Section 1 - GOVERNING PRINCIPLES OF EMPLOYMENT

1-1 INTRODUCTION

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 team members. We look to you and the other employees to contribute to the success of CULINARY STAFFING. We believe employees 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 openly, honestly, and fairly 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 is **not** intended to create an implied or expressed contract of employment. We will make changes to this Handbook from time to time. This Handbook supersedes and replaces all prior versions and any other policies related to the subjects addressed in it. The Handbook is intended to comply with all applicable laws. If any provision conflicts with applicable law, it will be applied under 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

1-2 REASONABLE ACCOMMODATIONS & INTERACTIVE DIALOGUE

Culinary Staffing is committed to complying with applicable federal, state, and local laws governing reasonable accommodations of individuals, including, but not limited to, the Americans with Disabilities Act (ADA) and the Pregnant Workers Fairness Act (PWFA). To that end, Culinary Staffing will endeavor to make a reasonable accommodation to applicants and employees who have requested an accommodation or for whom Culinary Staffing has notice may require such an accommodation, related to an individual's:

- Disability, meaning any physical, medical, mental, or psychological impairment, or a history or record of such impairment;
- Sincerely held religious beliefs and practices;
- Needs as a victim of domestic violence, sex offenses, or stalking;
- Needs related to pregnancy, childbirth, or related medical conditions; and/or
- Any other reason required by applicable law, unless the accommodation would impose an undue hardship on the operation of our business.

Reasonable accommodations can take many forms. For example, reasonable accommodations for pregnancy, childbirth, or related medical conditions include but are not limited to things such as the ability to carry or keep water near and drink, as needed; allowing the employee additional restroom breaks; allowing the employee whose work requires standing to sit and whose work requires sitting to stand; allowing the employee breaks, as needed, to eat and drink; accommodations related to lactation; time off to recover from childbirth; modification of equipment; appropriate seating; temporary transfer to a different position that the employee is able to perform; restructuring job duties; light duty; or a modified work schedule. Culinary Staffing will work with the employee to determine what accommodation is appropriate for the employee, given the employee's unique circumstances, that does not impose an undue hardship on Culinary Staffing.

Any employee who would like to request an accommodation based on any of the reasons set forth above should contact the Head of Human Resources. Accommodation requests can be made in writing using a form which can be obtained from the Head of Human Resources. If the employee who has requested an accommodation has not received an initial response within five (5) business days, they should contact the Head of Human Resources.

Unless otherwise required by law, Culinary Staffing may request that the employee provide supporting documentation. Cooperating with Culinary Staffing by returning requested information in a timely fashion is required.

After receiving a request for an accommodation or learning indirectly that the employee may require such an accommodation, Culinary Staffing will engage in an interactive dialogue with the employee.

Even if employee has not formally requested an accommodation, Culinary Staffing may initiate an interactive dialogue under certain circumstances, such as when Culinary Staffing has knowledge that employee's performance at work has been negatively affected and a reasonable basis to believe that the issue is related to any of the protected classifications set forth above, in compliance with applicable law. In the event Culinary Staffing initiates an interactive dialogue, it should not be construed as Culinary Staffing's belief the employee requires an accommodation, but will serve as an invitation for the employee to share with Culinary Staffing any information the employee desires to share, or to request an accommodation.

The interactive dialogue may take place in person, by telephone, or by electronic means. As part of the interactive dialogue, Culinary Staffing will communicate openly and in good faith with the employee in a timely manner in order to determine whether and how Culinary Staffing may be able to provide a reasonable accommodation. To the extent necessary and appropriate based on the request, Culinary Staffing will attempt to explore the existence and feasibility of alternative accommodations as well as alternative positions for the employee. Culinary Staffing is not required to provide the specific accommodation sought by the employee, provided the alternatives are reasonable and either meet the specific needs of the employee or specifically address the employee's limitations.

Culinary Staffing will endeavor to keep confidential all communications regarding requests for reasonable accommodations and all circumstances surrounding the employee's underlying reason for needing an accommodation.

Culinary Staffing will not allow any form of retaliation against employees who have requested an accommodation, for whom Culinary Staffing has notice may require such an accommodation, or who otherwise engage in the interactive dialogue process.

Employees with questions regarding this policy should contact the Head of Human Resources.

1-3 EQUAL EMPLOYMENT OPPORTUNITY

Culinary Staffing is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, color, national origin, ancestry, sex, gender, gender identity, gender expression (including transgender status), pregnancy, childbirth or related medical condition, religious creed, physical disability, mental disability, age, medical condition (cancer), marital status, veteran status, sexual orientation, genetic information, reproductive health decision-

making or any other characteristic protected by federal, state or local law. Our management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment.

The Company will endeavor to make a reasonable accommodation to the known physical or mental limitations of qualified employees with disabilities unless the accommodation would impose an undue hardship on the operation of our business. If you need assistance to perform your job duties because of a physical or mental condition, please let the Head of Human Resources know as soon as possible to begin the interactive process so that the Company and the employee can determine if a reasonable accommodation can be made.

The Company will endeavor to accommodate the sincere religious beliefs of its employees to the extent such accommodation does not pose an undue hardship on the Company's operations. If you wish to request such an accommodation, please speak to the Head of Human Resources.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the Head of Human Resources. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If an employee feels they have been subjected to any such retaliation, they should bring it to the attention of the Head of Human Resources. To ensure our workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All employees must cooperate with all investigations.

1-4 DISCRIMINATION, HARASSMENT, AND RETALIATION PREVENTION

Culinary Staffing does not tolerate and prohibits discrimination, harassment or retaliation of or against job applicants, contractors, interns, volunteers or employees by another employee, manager, vendor, customer or any third party on the basis of actual or perceived race, religious creed, color, age, sex, sexual orientation, gender, gender identity, gender expression (including transgender status), national origin, ancestry, marital status, medical condition as defined by state law (cancer or genetic characteristics), disability, military and veteran status, pregnancy, childbirth and related medical conditions, reproductive health decision-making or any other characteristic protected by applicable federal, state or local laws and ordinances. The Company is committed to a workplace free of discrimination, harassment and retaliation.

Discrimination Defined

Discrimination under this policy means treating differently or denying or granting a benefit to an individual because of the individual's protected characteristic.

Harassment Defined

Harassment is defined in this policy as unwelcome verbal, visual or physical conduct creating an intimidating, offensive or hostile work environment that interferes with work performance. Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), graphic (including offensive posters, symbols, cartoons, drawings, computer displays or emails) or physical conduct (including physically threatening another, blocking someone's way, etc.) that denigrates or shows hostility or aversion towards an individual because of any protected characteristic. Such conduct violates this policy, even if it is not unlawful. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a business-like and respectful manner.

Sexual Harassment Defined

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal or physical conduct of a sexual nature.

Examples of conduct that violates this policy include:

- unwelcome sexual advances, flirtations, advances, leering, whistling, touching, pinching, assault, blocking normal movement;
- requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
- obscene or vulgar gestures, posters or comments;
- sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
- propositions or suggestive or insulting comments of a sexual nature;
- derogatory cartoons, posters and drawings;
- sexually-explicit emails or voicemails;
- uninvited touching of a sexual nature;
- unwelcome sexually-related comments;
- conversation about one's own or someone else's sex life;
- conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
- teasing or other conduct directed toward a person because of the person's gender.

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.

Retaliation Defined

Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. "Adverse conduct" includes but is not limited to:

- shunning and avoiding an individual who reports harassment, discrimination or retaliation;
- express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination or retaliation; and
- denying employment benefits because an applicant or employee reported harassment, discrimination or retaliation or participated in the reporting and investigation process described below.

The Company will not retaliate against individuals for filing a complaint or participating in an investigation and will not tolerate or permit retaliation by management, employees or co-workers. It is unlawful for an employer to demote, suspend, reduce, fail to hire or consider for hire, fail to give equal consideration in making employment decisions, fail to treat impartially in the context of any recommendations for subsequent employment which the employer entity may make, adversely affect working conditions or otherwise deny any employment benefit to an individual because that individual has opposed practices prohibited by the Fair Employment and Housing Act or has filed a complaint, testified, assisted or participated in any manner in an investigation, proceeding, or hearing conducted by the EEOC or the California Civil Rights Department (CRD).

If an employee believes that they have been retaliated against, they should submit a written complaint to the CONTACT as soon as possible after the incident.

All discrimination, harassment and retaliation is unacceptable in the workplace and in any work-related settings such as business trips and business-related social functions, regardless of whether the conduct is engaged in by a manager, co-worker, client, customer, vendor or other third party.

Reporting Procedures

The following steps have been put into place to ensure the work environment is respectful, business-like, and free of discrimination, harassment and retaliation. If an employee believes someone has violated this policy or the Equal Employment Opportunity Policy, the employee should promptly bring the matter to the immediate attention of the Head of Human Resources. Phone numbers are available through the Company directory. If this individual is the person toward whom the complaint is directed the employee should contact any higher-level manager in the reporting chain. If the employee makes a complaint under this policy and has not received a satisfactory response within five (5) business days, they should contact COO immediately. Phone numbers are available through the Company directory.

Every manager who learns of any employee's concern about conduct in violation of this policy, whether in a formal complaint or informally, must immediately report the issues raised to the Head of Human Resources.

Employees also should be aware that the United States Equal Employment Opportunity Commission (EEOC) and the California Civil Rights Department (CRD) investigate and prosecute complaints of unlawful harassment in employment. If an employee thinks they have been harassed and feel the company has not addressed the issue to their satisfaction or that they have been retaliated against for resisting or complaining, the employee may file a complaint with the appropriate agency. The phone number of the CRD is listed on the Discrimination and Harassment in Employment poster on our employee bulletin board(s). Upon proof of an unlawful practice, these agencies may fashion the appropriate remedy, including "make whole" relief, prospective relief and injunctive or other equitable relief.

Investigation Procedures

Upon receiving a complaint, the Company will promptly conduct a fair and thorough investigation into the facts and circumstances of any claim of a violation of this policy or our Equal Employment Opportunity policy. To the extent possible, the Company will endeavor to keep the reporting employee's concerns confidential. However, complete confidentiality may not be possible in all circumstances.

During the investigation, the Company generally will interview the complainant and the accused, conduct further interviews as necessary and review any relevant documents or other information. Upon completion of the investigation, the Company shall determine whether this policy has been violated based upon its reasonable evaluation of the information gathered during the investigation. The Company will inform the complainant and the accused of the results of the investigation.

The Company will take corrective measures against any person who it finds to have engaged in conduct in violation of this policy, if the Company determines such measures are necessary. These measures may include, but are not limited to, counseling, suspension or immediate termination. Anyone, regardless of position or title, whom the Company determines has engaged in conduct that violates this policy will be subject to discipline, up to and including termination.

Training

All Employees are required to undergo harassment prevention training as required by applicable law. This training is provided by the Company. For more information about this training requirement, visit CRDCivil Rights Department (ca.gov).

Retaliation Prohibited

In addition to being a violation of this policy, harassment, discrimination or retaliation can also be against the law. Employees who engage in conduct that rises to the level of a violation of law can be held personally liable for such conduct.

Remember, the Company cannot remedy claimed discrimination, harassment or retaliation unless employees bring these claims to the attention of management. Employees should not hesitate to report any conduct which they believe violates this policy.

1-5 DRUG-FREE AND ALCOHOL-FREE WORKPLACE

Culinary Staffing is committed to maintaining a drug- and alcohol-free workplace to ensure a safe, healthy, and productive work environment, protect company property, and promote efficient operations. This policy applies to all employees and individuals performing work for the company.

Prohibited Conduct:

- The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale, or distribution of controlled substances, drug paraphernalia, or alcohol on company premises, during company business, or while representing the company is strictly prohibited.
- Reporting to work or working under the influence of alcohol or any controlled substance is prohibited, except as authorized by a licensed medical practitioner. However, employees are not permitted to be impaired at work from the use of lawful recreational or medical marijuana.
- **Note:** While off-duty use of marijuana (recreational or medical) is permitted under California law, employees may not be impaired by marijuana while working or performing job duties.

Accommodation for Medical Marijuana

Culinary Staffing is committed to non-discrimination and will make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies and those with a medical history reflecting treatment for substance abuse. Employees using medical marijuana for an underlying condition must not be impaired while at work. Employees may not request an accommodation to avoid discipline for a policy violation. We encourage employees to seek assistance before substance abuse or alcohol misuse affects their job performance or safety.

Testing Procedures:

- **Post-Employment Testing:** Some client venues require a negative drug test result before allowing personnel to work. Employees interested in shifts at these venues may need to pass a drug screening as a condition for accepting the shift. Testing for cannabis will be limited to determining **current impairment** and not past use.
- **Post-Accident Testing:** Post-accident testing may be required when a staff member is involved in an accident, regardless of their level of responsibility. This applies whether they or another person were operating equipment or a motor vehicle. Testing may also be required in the event of an injury requiring medical attention, property damage, or near-miss situations that could have resulted in injury or damage.
- **Reasonable Suspicion Testing:** Culinary Staffing reserves the right to test any employee for alcohol and illegal drugs, including cannabis, under applicable laws if reasonable suspicion exists that the employee is impaired during work. Reasonable suspicion may include, but is not limited to:
- Slurred speech, loss of balance, odor of alcohol or drugs, 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 found on the employee's person or work area.

If reasonable suspicion is confirmed by an on-site captain, supervisor, manager, or lead person, the employee may be asked to explain. If the employee is deemed unfit for duty and suspicion of impairment remains, the employee will be removed from the premises or asked to leave. The client will inform Culinary Staffing as soon as possible and provide a documented report.

Culinary Staffing may require the employee to undergo testing at a designated facility or arrange for a testing service to come to the employee.

Testing and Consequences:

- A breath alcohol test and urinalysis for non-prescribed illegal drugs will be performed. Testing for cannabis will measure **current impairment** (such as through active THC levels), not the presence of non-psychoactive metabolites indicating past use.
- A positive test for illegal drugs or impairment will result in immediate disciplinary action up to and including termination.
- A positive alcohol test result exceeding .02 will result in disciplinary action up to and including termination.
- A negative test will result in compensation for time off used for testing and a return to normal work activities.
- Culinary Staffing will determine if an employee using prescription or over-the-counter medication can return to normal work activities.

Refusal to test or Hostile Behavior:

- Refusal to submit to a test based on reasonable suspicion will be considered insubordination and grounds for immediate termination.
- Hostile behavior during testing procedures will result in law enforcement intervention and immediate termination.

Drugs Tested For: Non-prescribed illegal substances

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

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

Disciplinary Action:

Violation of this policy will result in disciplinary action, up to and including termination.

1-6 WORKPLACE VIOLENCE

Culinary Staffing is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to Company and personal property.

Culinary Staffing does not expect employees to become experts in psychology or to physically subdue a threatening or violent individual. Indeed, Culinary Staffing specifically discourages employees from engaging in any physical confrontation with a violent or potentially violent individual. However, Culinary Staffing does expect and encourage employees to exercise reasonable judgment in identifying potentially dangerous situations.

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over-resentment, anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular person, or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use, and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in Company policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co-worker or manager; attempts to sabotage the work or equipment of a co-worker; blaming others for mistakes and circumstances; or demonstrating a propensity to behave and react irrationally.

Prohibited Conduct

Threats, threatening language or any other acts of aggression or violence made toward or by any Company employee WILL NOT BE TOLERATED. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation. To the extent permitted by law, employees and visitors are prohibited from carrying weapons onto Company premises.

Procedures for Reporting a Threat

All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom the employee feels comfortable. Reports of threats may be maintained confidential to the extent maintaining confidentiality does not impede Culinary Staffing's ability to investigate and respond to the complaints. All threats will be promptly investigated. All employees must cooperate with all investigations. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

If the Company determines, after an appropriate good faith investigation, that someone has violated this policy, the Company will take swift and appropriate corrective action.

If the employee is the recipient of a threat made by an outside party, that employee should follow the steps detailed in this section. It is important for the Company to be aware of any potential danger in its offices. Indeed, the Company wants to take effective measures to protect everyone from the threat of a violent act by employees or by anyone else.

Workplace Violence Prevention Program (WVPP):

The company has a stand-alone WVPP that complies with California SB 553. If you have any questions, please email us at hr@culinarystaffing.com. The written program can be found on the company's website under Human Resources (below link):

<https://www.culinarystaffing.com/human-resources>

1-7 OPEN-DOOR POLICY

Our Company recognizes that in any employee group, problems, difficulties, and misunderstandings may arise. It is the desire of the company to see that every problem is handled promptly. To this end, the company will endeavor:

- To invite employees to talk frankly with their supervisors, or to anyone else in authority, when they have a problem of any kind, with the assurance that it will not be held against them by their supervisor or anyone else in management; and

- To provide an open door at all times for employees to discuss with upper management any decision they feel is unfair.

The Company is most sincere in encouraging any employee who feels they have not been treated properly, or who has a problem of any kind, to make it known to management through this Open-Door Policy.

The Company does not tolerate retaliation against employees who use the Open-Door process.

1-8 AT-WILL EMPLOYMENT

Your employment with CULINARY STAFFING is voluntarily entered into. We understand that you are free to terminate your employment with the Company at any time, with or without a reason. 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 considered to be in conflict with or to make 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.

Section 2 - OPERATIONAL POLICIES

2-1 EMPLOYEE CLASSIFICATIONS

For purposes of this handbook, all Culinary Staffing employees fall within one of the classifications below.

- **Full-Time Employees** - Employees who regularly work at least 30 hours per week who were not hired on a short-term basis.
- **Part-Time Employees** - Employees who regularly work fewer than 30 hours per week who were not hired on a short-term basis.
- **Administrative Staff**—Employees hired as part of their employment are not working in the field but are part of the operations and administrative part of the organization, such as Sales, Staffing, Human Resources, Accounting, Payroll, and Administrative Support. These employees may have additional benefits that the Temporary Field Staff do not have.
- **Temporary/Field Staff**—Employees that are hired to pick up temporary or GIG work through GoLive! App.
- **Short-Term Employees** - AKA Temporary Field Staff - Employees who were hired for a specific short-term project, or on a short-term freelance, per diem or temporary basis. Short-Term employees generally are not eligible for Company benefits, but are eligible to receive statutory benefits.

In addition to the above classifications, employees are categorized as either "**exempt**" or "**non-exempt**" for purposes of federal and state wage and hour laws. Employees classified as exempt do not receive overtime pay; they generally receive the same weekly salary regardless of hours worked. Such salary may be paid less frequently than weekly. The employee will be informed of these classifications upon hire and informed of any subsequent changes to the classifications.

2-2 YOUR EMPLOYMENT RECORDS

In order to obtain their position, employees have provided personal information, such as address and telephone number. This information is contained in their personnel file.

Employees should keep their personnel file up to date by informing HR by emailing hr@culinarystaffing.com of any changes. Employees also should inform HR by emailing hr@culinarystaffing.com of any specialized training or skills they acquire, as well as any changes to any required visas. Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach employees in a crisis could cause a severe health or safety risk or other significant problem.

2-3 WORKING HOURS AND SCHEDULE

Culinary Staffing normally is open for business as follows:

Day	From:	To:
Monday	9 a.m.	5:30 p.m.
Tuesday	9 a.m.	5:30 p.m.
Wednesday	9 a.m.	5:30 p.m.
Thursday	9 a.m.	5:30 p.m.
Friday	9 a.m.	5:30 p.m.

A Staffing Manager will be on call during holiday and after office hours.

Employee Work Schedules

Employees will be assigned a work schedule and are expected to adhere to the assigned start and end times. Culinary Staffing reserves the right to modify individual work schedules to meet business needs, either on a short-term or long-term basis.

Reporting Hours

The workweek runs from Monday at 12:00 a.m. to Sunday at 11:59 p.m. (PST). All employees must submit their timesheets through the GoLive App by **Monday before 12:00 p.m. (PST)** for the previous week. Administrative staff may be required to submit their time on an Excel spreadsheet and email it to timesheets@culinarystaffing.com. Any necessary corrections should also be emailed to the same address.

Falsifying, altering, or tampering with time records, or recording time for another employee, is prohibited and may result in disciplinary action. Failure to submit hours on time may result in delayed or no payment. If hours are not submitted, the Company may assume the employee was a no-show, and payment will not be made.

Rest Breaks

Non-exempt employees working 3.5 or more hours per day are entitled to one 10-minute rest break for every four hours or "major fraction" thereof worked. A "major fraction" means any period longer than two hours. Employees working between 6 and 10 hours in a day are entitled to two 10-minute rest breaks—one in each half of the shift. If working more than 10 hours, employees are entitled to three 10-minute breaks.

Rest breaks should be taken around the midpoint of each work period. Employees are encouraged to notify their onsite supervisor when taking a break, but this is not mandatory, and breaks should not be skipped. Rest breaks are paid, and employees do not need to clock out for them.

It is illegal in California to combine rest periods with meal breaks.

It is the employees' responsibility to ensure they take all rest breaks on time. Each client may administrate their breaks differently. Communicate at the beginning of your shift with the onsite manager about how they coordinate rest breaks.

Meal Periods

Employees who work more than 5 hours in a day are entitled to a 30-minute unpaid meal period. If the total workday will not exceed 6 hours, employees may waive this meal period by signing a waiver with Human Resources. Employees working over 10 hours in a day are entitled to a second 30-minute meal period, which may be waived if the total workday will not exceed 12 hours and the first meal period was not waived.

Meal periods must start no later than the end of the 5th hour of work. Employees must clock out for meal periods, and failure to take a required meal period without proper approval may result in disciplinary action.

It is the employees' responsibility to ensure they take all meal breaks on time. Each client may administrate their breaks differently. Communicate at the beginning of your shift with the onsite manager about how they coordinate meal breaks.

General Requirements for Rest Periods and Meal Breaks

Rest and meal breaks must be taken away from the work area. Employees may leave the premises but must avoid visiting or socializing with colleagues who are working. Employees should report any issues related to rest or meal breaks, such as being pressured to skip breaks, to their supervisor or Human Resources.

Late, missed, short, or interrupted breaks will result in a one-hour premium if breaks were not offered by management. If the employee chooses not to take a break, no premium will be paid. Any break-related issues should be documented in the notes section of the timesheet in GoLive or emailed to timesheets@culinarystaffing.com.

2-4 TIMEKEEPING PROCEDURES

Employees must record their actual time worked for payroll and benefit purposes. Non-exempt employees must record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason, on forms as prescribed by management.

Altering, falsifying or tampering with time records is prohibited and subjects the employee to discipline, up to and including discharge.

Exempt employees are required to record their daily work attendance and report full days of absence from work for reasons such as leaves of absence, sick leave or personal business.

Non-exempt employees may not start work until their scheduled starting time.

It is the employee's responsibility to sign time records to certify the accuracy of all time recorded. Any errors in the time record should be reported immediately to a manager, or Staffing Manager who will attempt to correct legitimate errors.

2-5 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 in GoLive! and is expected to call their Staffing Manager if it is less than a 24-hour notice in accordance with the sick leave and the callouts/cancellation policy. Employees who are deemed a No Call/No Show or left the job site early and have failed to notify CULINARY STAFFING may be deemed to have voluntarily resigned as a result of job abandonment after not being able to be reached for 3 consecutive shifts. Additionally, if an employee has not scheduled work for a period of at least 6 months 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 does not submit the California state-required Food Handler's Certification within the allowable 30-day timeframe, CULINARY STAFFING may not be able to work certain shifts that require the certification. 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.

2-6 OVERTIME

Like most successful companies, we experience periods of extremely high activity. During these busy periods, additional work is required from all of us. Managers are responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide employees with adequate advance notice in such situations.

Non-exempt employees generally will be paid overtime at the rate of time and one-half (1.5) times their normal hourly wage for all hours worked in excess of eight (8) hours in one day or forty (40) hours in one week, or for the first eight (8) hours on the seventh day in the same workweek.

Non-exempt employees generally will be paid double-time for hours worked in excess of twelve (12) in any workday or in excess of eight (8) on the seventh day of the workweek.

Overtime pay is based on actual hours worked. Time paid but not worked (e.g., vacations, sick leave, holidays, etc.) will not be considered "hours worked" for purposes of calculating overtime. Daily overtime hours are excluded from the calculation of hours worked for weekly overtime purposes.

Employees may work overtime only with management authorization.

For purposes of calculating overtime for non-exempt employees, the workweek begins at 12 a.m. on Monday and ends 168 hours later at 12 a.m. on the following Monday.

2-7 TRAVEL TIME FOR NON-EXEMPT EMPLOYEES

California non-exempt employees are paid for travel time in accordance with state law.

2-8 SAFE HARBOR POLICY FOR EXEMPT EMPLOYEES

It is Company policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure employees are paid properly and no improper deductions are made, employees must review their pay stubs promptly to identify and to report all errors.

If the employee believes a mistake has occurred or if the employee has any questions, the employee should use the reporting procedure outlined below.

Exempt salaried employees receive a salary which is intended to compensate for all hours worked for the Company. This salary will be established at the time of hire or when the employee becomes classified as an exempt employee. While it may be subject to review and modification from time-to-time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Under state law, salary is subject to certain deductions. For example, the employee's salary can be reduced for the following reasons:

- full-day absences for personal reasons;
- full-day absences for sickness or disability, if the available paid sick leave has been exhausted;
- intermittent absences, including partial-day absences, covered by the federal Family and Medical Leave Act, if other available paid leave has been exhausted;
- to offset amounts received as payment for jury and witness fees or military pay;
- during the first or last week of employment in the event the employee works less than a full week; and
- any work week in which the employee performs no work for the Company.

Salary also may be reduced for certain types of deductions, such as the employee portion of health, dental or life insurance premiums; state, federal or local taxes, social security; or, voluntary contributions to a 401(k) or pension plan.

In any workweek in which the employee performed any work, the employee's salary will not be reduced for any of the following reasons:

- partial-day absences for personal reasons, sickness or disability;

- absence on a holiday when the facility is closed or because the facility is otherwise closed on a scheduled workday;
- absences for jury duty, attendance as a witness or military leave in any week in which the employee has performed any work; and
- any other deductions prohibited by state or federal law.

If employees believe they have been subject to any improper deductions, they should immediately report the matter to their manager. If the manager is unavailable or if employees believe it would be inappropriate to contact that person (or if they have not received a prompt and fully acceptable reply), they should immediately contact by emailing timesheets@culinarystaffing.com or any other manager in the Company with whom the employee feels comfortable. If employees are unsure of whom to contact if they have not received a satisfactory response within five (5) business days after reporting the incident, they should immediately contact the Head of HR, 6404 Wilshire Blvd Suite 500 Los Angeles, CA 90048, 323-308-4334.

Every report will be fully investigated and corrective action will be taken where appropriate, up to and including termination for any employee who violates this policy. In addition, the Company will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the investigation of such reports. Retaliation is unacceptable, and any form of retaliation in violation of this policy will result in disciplinary action, up to and including termination.

2-9 REPORTING TIME PAY

The following provisions apply exclusively to non-exempt employees working in California.

1. Show-Up Pay

Employees who are called to work outside of their regular schedule without a specific number of hours being assigned will be guaranteed a minimum of two (2) hours of pay, regardless of the actual time worked.

Example: If an employee is asked to come in on a day off with no specified hours, they will be paid for at least two (2) hours, even if they work less.

2. 4-Hour Shift Rule

If an employee's scheduled shift is canceled with less than 24 hours' notice, the following will apply:

Payment: Employees will be paid 50% of their scheduled shift wages, subject to the following conditions:

- If the employee works part of their scheduled shift, they will be paid for the hours worked, plus an additional amount to reach 50% of their scheduled shift wages.
- In no case will the employee receive less than two (2) hours of pay or more than four (4) hours of pay.

Exceptions: No payment is required for cancellations due to natural disasters, public utility failures, or severe weather conditions. Additionally, if an employee voluntarily chooses to leave their shift early, only the hours worked will be compensated.

Example: If an employee is scheduled for an 8-hour shift and the shift is canceled last minute, they will be paid for four (4) hours. If the employee works part of the shift but less than half, they will receive pay for their hours worked, plus the

difference to equal half of their scheduled shift, with a minimum of two (2) hours and a maximum of four (4) hours of pay.

3. Reporting-Time Pay

If an employee reports to work as scheduled but is not put to work or works less than half of their scheduled day, they are entitled to reporting-time pay under the following guidelines:

Payment: Employees will receive at least 50% of their scheduled shift wages, with a minimum of two (2) hours of pay and a maximum of four (4) hours of pay.

Example: If an employee is scheduled for a 6-hour shift but only works 2 hours, they will receive three (3) hours of pay. If the employee is sent home without working, they will receive a minimum of two (2) hours of pay.

4. On-Call/Standby Pay

Employees who are required to be on-call or on standby must be compensated if their ability to use this time for personal benefit is significantly restricted.

Payment: If the on-call requirements limit the employee's ability to freely use their time (such as being required to stay within a specific area or remaining available to work immediately), the employee will be paid their regular hourly rate for the time spent on-call or on standby.

Example: If an employee is required to stay at home or in a specific location while on-call and is unable to use the time for personal purposes, they will be paid for that on-call time.

2-10 BACKUP SHIFT

When signing up for a backup shift, employees are required to show up at the client's 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 expenses if they arrived on time and did not volunteer to go home. It is also required that these hours be reported.

2-11 YOUR PAYCHECK

Employees will be paid weekly for all the time worked during the past pay period.

Paycheck stubs itemize deductions made from gross earnings. By law, Culinary Staffing is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. Payroll stubs also will differentiate between regular pay received and overtime pay received.

If there is an error in any employee's pay, the employee should bring the matter to the attention of Payroll by emailing timsheets@culinarystaffing.com immediately so the Company can resolve the matter quickly and amicably.

Paychecks will be given only to the employee, unless the employee requests that they be mailed or authorizes in writing that another person may accept the check.

2-12 DIRECT DEPOSIT

Culinary Staffing strongly encourages employees to use direct deposit. You can set-up up your direct deposit by going to Payroll Centric: DASH Employee Self-Serve: www.pcidash.com/ESS. Click the Register button. You will be asked for company id: 62133. For Last/Business Name, enter your "Last Name" **only**. Complete the remaining fields and choose a username and password you will remember.

Please contact HR by sending an email to hr@culinarystaffing.com if you need additional assistance.

Paychecks are automatically mailed to the employee's home address. Payday is every Friday following the week prior ending on Sunday. If a payday happens to fall on a holiday check will be mailed out on Monday. There are three (3) ways employees can receive their paycheck:

1. Direct Deposit* (Preferred Method)
2. Check mailed to employee's home address
3. EPay Card

Currently, the Company does offer electronic pay (EPay) cards. To obtain additional information, email hr@culinarystaffing.com.

The Company does not honor early paycheck requests.

Please refer to the Pay Day Schedule located on golive.culinarystaffing.com for paydays.

Please note your first paycheck will always be a paper check. Direct Deposit will be on the following pay cycle you work.

2-13 RECORD RETENTION

Culinary Staffing acknowledges its responsibility to preserve information relating to litigation, audits and investigations. Failure on the part of employees to follow this policy can result in possible civil and criminal sanctions against the Company and its employees and possible disciplinary action against responsible individuals (up to and including discharge of the employee). Each employee has an obligation to contact the Human Resources Department to inform them of potential or actual litigation, external audit, investigation or similar proceeding involving the Company that may have an impact on record retention protocols.

2-14 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) **may 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.

2-15 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.

2-16 CONFLICT 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.

2-17 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.

2-18 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.

2-19 ALCOHOL SERVICE POLICY

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

2-20 ARTIFICIAL INTELLIGENCE

The Company recognizes that the use of artificial intelligence (AI) tools can potentially assist employees with the performance of job duties. However, there are many risks. To ensure the protection of confidential information and the integrity of our operations, as set forth below, all employees who wish to use AI tools must receive management approval and, if granted, comply with the below best practices.

Evaluation of AI tools. Employees must evaluate the utility and security of any AI tool before using it. This includes reviewing the tool's security features, terms of service, and privacy policy. Employees also should review the reputation of the tool developer and any third-party services used by the tool. But most importantly, employees must receive management approval prior to using any AI tool after explaining the manner in which it will be used and the benefits to the business.

Protection of confidential data. In using any AI tool, employees must not upload or share any confidential, proprietary, or protected data without prior written approval from the Head of Human Resources. This includes data related to customers, employees, or partners. Similarly, employees must ensure any AI tool does not utilize confidential or copyrighted information of a third party.

Access control. Employees must not give access to any AI tools approved for business use to anyone outside the Company without prior approval from the Head of Human Resources and implementation of processes as required to meet security compliance requirements. This includes sharing login credentials or other sensitive information with third parties.

Compliance with security policies. Employees must apply the same security best practices we use for all Culinary Staffing and customer data. This includes using strong passwords, keeping software up-to-date, and following the Company's data retention and disposal policies.

2-21 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.

2-22 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. 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.

2-23 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.

2-24 PROGRESSIVE DISCIPLINE

It is CULINARY STAFFING's practice generally to advise employees of performance or disciplinary issues and provide them with 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.

Section 3 - BENEFITS

3-1 BENEFITS OVERVIEW

In addition to good working conditions and competitive pay, it is Culinary Staffing's policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include time-off benefits, such as vacations and holidays, and insurance and other plan benefits. We are constantly studying and evaluating our benefits programs and policies to better meet present and future requirements. These policies have been developed over the years and continue to be refined to keep up with changing times and needs.

The next few pages contain a brief outline of the benefits programs Culinary Staffing provides employees and their families. Of course, the information presented here is intended to serve only as guidelines.

The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for general information only. The details of those plans are spelled out in the official plan documents, which are available for review upon request from HR by emailing hr@culinarystaffing.com. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this handbook.

Further, Culinary Staffing (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

While the Company intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

If employees have any questions regarding benefits, they should contact HR by emailing hr@culinarystaffing.com.

3-2 LACTATION BREAKS

Culinary Staffing supports the legal right and necessity of employees who choose to express milk in the workplace. This policy establishes guidelines for promoting a breastfeeding-friendly work environment and supporting lactating employees for as long as they desire to express breastmilk.

The Company will provide a reasonable amount of break time for employees who wish to express breast milk for their infant child each time the employee has a need to express milk, in accordance with applicable local, state and federal law. If possible, the break time must run concurrently with rest and meal periods already provided. If break time cannot run concurrently with rest and meal periods, it will be unpaid, to the extent permitted by applicable law.

The Company will provide breastfeeding employees with space, in close proximity to their work area, that is shielded from view and free from intrusion from co-workers and the public. The room or location may include the place where the employee normally works if it otherwise meets the requirements of the lactation space. Restrooms are prohibited from being used for lactation purposes.

Employees who need a lactation accommodation should submit a request for possible accommodation by emailing hr@culinarystaffing.com. Upon receiving an accommodation request, the Company will respond to the employee within

five (5) business days. The Company and the employee shall engage in an interactive process to determine the appropriate accommodations.

California law expressly prohibits discrimination or retaliation against lactating employees for exercising their rights granted by the law. This includes those who request time to express breast milk at work and/or who lodge a complaint related to the right to lactation accommodations.

Employees have the right to file a complaint with the Labor Commissioner for any violation of the rights underlying this policy.

Please consult by emailing hr@culinarystaffing.com with questions regarding this policy.

3-3 WORKERS' COMPENSATION

On-the-job injuries are covered by Culinary Staffing's Workers' Compensation Insurance Policy, which is provided at no cost to employees. If injured on the job, no matter how slightly, employees should report the incident immediately to their Staffing manager or by emailing hr@culinarystaffing.com. Failure to follow Company procedures may affect one's ability to receive Workers' Compensation benefits.

Any leave of absence due to a workplace injury runs concurrently with all other Company leaves of absence including but not limited to FMLA. Reinstatement from leave is guaranteed only if required by law. Employees who need to miss work due to a workplace injury must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information. 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.

3-4 JURY DUTY

Culinary Staffing realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. Employees are expected, however, to provide proper notice of a request to perform jury duty and verification of their service.

Employees also are expected to keep management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required absence presents a serious conflict for management, employees may be asked to try to postpone jury duty.

Time off for jury duty will be unpaid for all hourly employees. Employees will not receive regular wages for the hours missed due to jury duty. Employees may use any accrued sick time to compensate for the hours missed during jury duty. If an employee has sufficient sick time accrued, they may request to apply it for time away from work by emailing HR@culinarystaffing.com.

Exempt employees will be paid their full salary for any week in which time is missed due to jury duty if work is performed for the Company during such week.

3-5 WITNESS LEAVE

Employees called to serve as an expert witness in a judicial proceeding on behalf of the State will be granted leave with pay. Employees summoned to appear in court as an expert witness, but not on behalf of the State may use available vacation and personal time to cover the period of absence.

Employees subpoenaed for witness duty must notify their manager as soon as possible.

3-6 VOTING LEAVE

In the event employees do not have sufficient time outside of working hours to vote in a statewide election, employees may take off sufficient working time to vote. This time should be taken at the beginning or end of the regular work schedule, whichever allows the most free time for voting and the least time off from work. Employees will be allowed a maximum of two (2) hours of voting leave on Election Day without loss of pay. Where possible, managers should be notified of the need for leave at least three (3) working days prior to the Election Day.

3-7 INSURANCE PROGRAMS

Full-time (30 hours per week) employees may participate in Culinary Staffing's insurance programs. Under these plans, eligible employees will receive comprehensive health and other insurance coverage for themselves and their families and other benefits.

Eligibility Requirements:

- Qualifying look back period: Works 30 hours for 90 days
- Administrative process time: 30 days
- Effective date: 1st of the month following 90-day qualifying look-back, plus 30-day processing

Upon becoming eligible to participate in these plans, employees will receive summary plan descriptions (SPDs) describing the benefits in greater detail. Please refer to the SPDs for detailed plan information. Of course, feel free to contact HR by emailing hr@culinarystaffing.com to request our Benefits At A Glance (BAAG) Brochure or ask any specific questions about additional insurance programs you may qualify if you are working less than 30 hours.

3-8 PAID FAMILY LEAVE BENEFITS

Employees may be eligible to receive benefits through the California Paid Family Leave (PFL) program, which is administered by the Employment Development Department (EDD), when they take leave to:

- Care for a child, spouse, parent, grandparent, grandchild, sibling, parent-in-law, or registered domestic partner, with a serious health condition;
- Bond with a minor child within the first year of the child's birth or placement in connection with foster care or adoption; or
- Participate in a qualifying exigency related to the covered active duty or call to covered active duty of the employee's spouse, domestic partner, child or parent in the Armed Forces of the United States.

These benefits are financed solely through employee contributions to the PFL program. That program is solely responsible for determining if the employee is eligible for such benefits.

If employees need to take time off work for any of the reasons set forth above, they must advise Culinary Staffing, and they will be given information about the EDD's PFL program and how to apply for benefits. Employees also may contact their local EDD Office for further information. Employees should maintain regular contact with the Company during the time off work so the Company may monitor the employee's return-to-work status. In addition, the employee should contact the Company when ready to return to work so the Company may determine what positions, if any, are open.

When the employee applies for PFL benefits, the Human Resources Department will determine if the employee has any accrued but unused vacation and personal days available. If the employee has accrued but unused time available, then the employee will be required to use up to two (2) weeks of such time before becoming eligible for PFL benefits.

Employees taking time off work for any of the reasons set forth above are not guaranteed job reinstatement unless they qualify for such reinstatement under federal or state family and medical leave laws.

Any time off for Paid Family Leave purposes will run concurrently with other leaves of absence, such as Family and Medical Leave/California Family Rights Act Leave, if applicable. Please see the "Family and Medical Leave/California Family Rights Act" policies in this handbook for eligibility requirements, if applicable.

3-9 CSS: CALIFORNIA PAID SICK LEAVE

Eligibility

Pursuant to the Healthy Workplaces, Healthy Families Act, the Company provides paid sick leave to employees who work for Culinary Staffing in California for 30 or more days within a year. For employees who work in California who are eligible for sick time under another policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than any other policy and/or any other applicable sick time/leave law or ordinance.

Accrual

Employees begin accruing paid sick leave at the start of employment. Paid sick leave will accumulate at the rate of one (1) hour for every 30 hours worked, up to a total maximum accrual of 10 days or 80 hours. Employees who are exempt from overtime pursuant to the executive, administrative, and professional exemptions under California law are assumed to work 40 hours in each workweek unless their normal workweek is less than 40 hours, in which case paid sick leave accrues based upon that normal workweek. For purposes of this policy, the year is the consecutive 12-month period beginning January 1 and ending December 31.

Usage

Employees can use accrued paid sick leave as soon as it has been accrued. Paid sick leave may be used in minimum increments of two (2) hours. An employee may use up to five (5) days or 40 hours of paid sick leave in any year.

Paid sick leave may be used for the following reasons:

- For diagnosis, care, or treatment of an existing health condition of or preventive care for, the employee or the employee's family member; or
- For the employee who is a victim of domestic violence, sexual assault, or stalking:
 1. To obtain or attempt to obtain a temporary restraining order, restraining order, or other injunctive relief;
 2. To help ensure the health, safety, or welfare of the victim or the victim's child;
 3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
 4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking;
 5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or
 6. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.
 7. For Jury Duty (see policy)
 8. For Bereavement (see policy)

For purposes of this policy, family member means a child (including biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, all regardless of age or dependency status); spouse;

registered domestic partner; parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of the 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); grandparent; grandchild; sibling; or a designated person. Employees are limited to selecting one (1) designated person per 12-month period for paid sick days.

Unless the employee advises Note in GoLive! App otherwise, the Company will assume employees want to use available paid sick leave for absences for reasons set forth above and employees will be paid for such absences to the extent they have paid sick leave available.

Employees will be notified of their available paid sick leave on each itemized wage statement.

Notice and Documentation

Employees must provide reasonable advance notification of the need to take paid sick days. If the need for paid sick leave is unforeseeable, the employee must give notice of the need for the leave as soon as possible. If employees are scheduled for a shift, cancel your shift in GoLive! App providing reason. Call the Staffing Manager if it is less than a 24-hour notification. To use your sick days, please email HR@culinarystaffing indicating the day and number of hours you wish to be paid for sick days. HR will process your request based on accrued unused available sick hours.

Payment

Eligible employees will receive payment for paid sick leave at the same wage as the employee normally earns during regular work hours, unless otherwise required by applicable law, by the next regular payroll period after the leave was taken. Use of paid sick leave is not considered hours worked for purposes of calculating overtime.

To calculate the amount of pay owed to Temporary employees who have multiple pay rates, 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 13 weeks of employment. If an employee has worked less than 13 weeks, any amount of earnings divided by the total hours worked today for the prior pay periods can be used.

Carryover and Payout

Accrued paid sick leave carries over from year to year, but is subject to the accrual cap of 10 days or 80 hours. Once the accrual cap is reached, paid sick leave will stop accruing until some paid sick leave is used.

Accrued but unused paid sick leave under this policy will not be paid at separation.

Enforcement and Retaliation

Retaliation or discrimination against any employee who requests paid sick days or uses paid sick days or both is prohibited and employees may file a complaint with the Labor Commissioner against an employer who retaliates or discriminates against any employee.

If employees have any questions regarding this policy, they should contact HR@culinarystaffing.com.

3-10 LONG-TERM DISABILITY BENEFITS

Full-time employees are eligible to participate in the Long-Term Disability plan, subject to all terms and conditions of the agreement between Culinary Staffing and the insurance carrier.

This is solely a monetary benefit and not a leave of absence. Employees who will be out of work must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

3-11 EMPLOYEE DISCOUNTS

1. **Working Advantage** offers money-saving benefits to employees in the areas of entertainment and shopping. Whether you are looking for a ski package, hotel and spa getaway, amusement parks or simply going to the movies, Working Advantage has it. Log into www.workingadvantage.com and use Company code: #129311994
2. **Perks at Work** provides access to employee-only pricing at over 28,000 national and local merchants and no longer pays retail prices on purchases. Additionally, you will also get exclusive access to the Community Online Academy, held every week exclusively for Culinary Staffing Perks at Work employees. All employees of Culinary Staffing Perks at Work have access to our free Community Online Academy (COA). Every Thursday, you can access 60+ classes to improve your professional skills, re-establish your fitness routines, and even access enrichment classes for kids. Contact HR for additional information.

3-12 RETIREMENT SAVINGS PLAN

Culinary Staffing Services participates in Cal Savers Retirement Savings Program. Employees with 30 days of employee will be automatically enrolled into this program unless you opt out. For more information you may email HR@culinarystaffing.com, log onto the website www.saver.calsavers.com, or call CalSavers at 855-650-6918.

- Contribute to a personal IRA (individual retirement account) that belongs to you.
- Choose the savings rate and investment options that are right for you.
- You keep your account even if you change jobs.
- Participation is completely voluntary: you can opt out or opt back in at any time.
- Your account will be a Roth IRA. Contributions into a Roth IRA are made after-tax so you don't pay taxes on your contributions when you make a withdrawal. Any earnings on those contributions could be tax-free if you meet certain IRS criteria.
- The standard contribution savings rate is set at 5%. However, you can change it at any time. Unless you choose a different rate, your contributions will automatically increase 1% annually until it reaches a maximum of 8%.
- Your initial contributions will be invested in the CalSavers Money Market Fund for 30 days. After this period, your existing savings and future contributions will be invested in a CalSavers Target Retirement Fund based on your age.

Employees not in California:

Although this is a California-sponsored plan, because this is fully portable, employees residing outside the state of CA can participate. Please contact HR by emailing us at hr@culinarystaffing.com to request additional information. Employees residing outside the state of California will not be auto-enrolled and must contact HR if they wish to participate.

Section 4 - LEAVES OF ABSENCE

4-1 PERSONAL LEAVE

If employees are ineligible for any other Company leave of absence, Culinary Staffing, under certain circumstances, may grant a personal leave of absence without pay. A written request for a personal leave should be presented to management at least two (2) weeks before the anticipated start of the leave. If the leave is requested for medical reasons and employees are not eligible for FMLA and CFRA, medical certification also must be submitted.

The request will be considered on the basis of staffing requirements and the reasons for the requested leave, as well as performance and attendance records.

Normally, a leave of absence will be granted for a period of up to eight (8) weeks. However, a personal leave may be extended if, prior to the end of leave, employees submit a written request for an extension to management and the request is granted. During the leave, employees will not earn vacation, personal days or sick days. We will continue health insurance coverage during the leave if employees submit their share of the monthly premium payments to the Company in a timely manner, subject to the terms of the plan documents.

When the employee anticipates returning to work, he or she should notify management of the expected return date. This notification should be made at least one week before the end of the leave.

Upon completion of the personal leave of absence, the Company will attempt to return employees to their original job or a similar position, subject to prevailing business considerations. Reinstatement, however, is not guaranteed.

Failure to advise management of availability to return to work, failure to return to work when notified or a continued absence from work beyond the time approved by the Company will be considered a voluntary resignation of employment.

Personal leave runs concurrently with any Company-provided Short-Term Disability Leave of Absence.

4-2 MILITARY LEAVE

If employees are called into active military service or enlist in the uniformed services, they will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, employees must provide management with advance notice of service obligations unless they are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable to provide such notice. Provided the absence does not exceed applicable statutory limitations, employees will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Employees should ask management for further information about eligibility for Military Leave.

If employees are required to attend yearly Reserves or National Guard duty, they can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). They should give management as much advance notice of their need for military leave as possible so that Culinary Staffing can maintain proper coverage while employees are away.

4-3 BONE MARROW DONATION LEAVE

The employee who has been employed for at least 90 days may request a leave of absence for up to five (5) business days in any one-year period to undergo a medical procedure to donate bone marrow. Employees must provide a certification from their physician regarding the purpose and length of each leave requested. The employee must use any accrued vacation time, sick leave or paid time off for this leave, but the use of vacation accrual, sick leave or paid time off does not extend the term of this leave. If accrued vacation, sick leave or paid time off is not available, the time off for

such procedure shall be paid, but the paid time off shall not exceed five (5) days. Bone marrow donation leave will not be designated as FMLA or CFRA leave time. Employees will receive health benefits for the duration of their Bone Marrow Donation Leave and upon returning from such leave will have a right to return to the same or equivalent positions they held before such leave.

4-4 ORGAN DONATION LEAVE

Employees who have been employed for at least 90 days may request a paid leave of absence for up to 30 business days in any one-year period to undergo a medical procedure to donate an organ. Employees can request an additional 30 days of unpaid leave in any one-year period for this same purpose. Employees must provide a certification from their physician regarding the purpose and length of each leave requested. The one-year period is measured from the start of the leave.

For an initial request for organ donation leave, the employee must use up to two weeks of accrued vacation, sick leave or paid time off for this leave, but the use of vacation accrual, sick leave or paid time off does not extend the term of the leave. If accrued vacation, sick leave or paid time off is not available, the time off for such procedure shall be paid however the paid time off shall not exceed 30 days. Organ donation leave will not be designated as FMLA or CFRA leave time. Employees will receive health benefits for the duration of their organ donation leave and upon returning from such leave will have a right to return to the same or equivalent positions they held before such leave. Absences due to organ donation leave do not count as a break in service for the purpose of the employee's right to salary adjustments, sick leave, vacation and paid time off or seniority.

4-5 FAMILY AND MEDICAL LEAVE

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA). Additionally, employees who are CFRA-eligible have certain rights to take both a pregnancy disability leave (PDL) and CFRA leave for the birth of a child.

This policy provides employees with information concerning FMLA/CFRA entitlements and obligations they may have during such leaves and also explains differences between FMLA, CFRA, and PDL. Where more than one (1) of the laws applies, leave taken may be counted under more than one law at the same time to the extent permitted by the applicable law(s). For example, where leave for a pregnancy disability is also FMLA-qualifying, the leave will count against both FMLA and PDL entitlements. However, PDL is separate from and does not count against employees' CFRA leave entitlement. (Please consult the Pregnancy Disability Leave policy for more information on PDL.) This policy will be interpreted to comply with the law(s) that apply to a particular leave.

If employees have any questions concerning FMLA/CFRA leave, they should contact HR by emailing hr@culinarystaffing.com.

I. Eligibility

The FMLA and CFRA provide eligible employees with a right to leave, health insurance benefits, and, with some limited exceptions, job restoration. To be an "eligible employee," the employee must: 1) have been employed by the Company for at least 12 months (which need not be consecutive) and 2) have worked for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave. All California employees who meet these two (2) criteria are eligible for CFRA leave. California employees also may be eligible to take leave for FMLA reasons if they are eligible for CFRA leave and work at a worksite where 50 or more employees are located within 75 miles.

*Special hours of service eligibility requirements apply to airline flight crew employees.

II. Entitlements for FMLA/CFRA Leave

A. Basic FMLA/CFRA Leave Entitlement

The FMLA/CFRA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined by a rolling 12-month period measured backward from the date the employee uses their FMLA leave. In some instances, leave may be counted under the FMLA but not CFRA or CFRA but not the FMLA. Leave may be taken for any one (1), or for a combination, of the following reasons:

1. Disability due to pregnancy, childbirth, or related medical condition (counts only toward FMLA leave and PDL leave entitlements);
2. Bonding and/or caring for a newborn child (counts toward FMLA and CFRA leave entitlements);
3. For placement with the employee of a child for adoption or foster care and to care for the newly placed child (counts toward FMLA and CFRA leave entitlements);
4. To care for the employee's spouse, child, or parent with a **serious health condition** (counts toward FMLA and CFRA leave entitlements);
5. To care for the employee's registered domestic partner, parent-in-law, grandparent, grandchild, sibling, or designated person with a serious health condition (counts towards CFRA entitlements only, except when grandparent, grandchild, or sibling meets FMLA definition of parent or child);
6. For the employee's own **serious health condition** (excluding pregnancy) that makes the employee unable to perform (1) one or more of the essential functions of their job (counts toward FMLA and CFRA leave entitlements); and/or
7. Because of any **qualifying exigency** arising out of the fact that the employee's spouse, registered domestic partner, son, daughter, or parent is a military member on covered active duty status (or has been notified of an impending call or order to covered active duty status) in the Reserve component of the Armed Forces for deployment to a foreign country in support of a contingency operation or Regular Armed Forces for deployment to a foreign country (counts toward FMLA/CFRA leave entitlements, except that leave taken for a registered domestic partner counts towards CFRA leave entitlement only).

Leave to care for child after birth or placement for adoption or foster care must be taken within one (1) year of the child's birth or placement.

Under the **FMLA**, a **serious health condition** is an illness, injury, impairment, or physical or mental condition that involves a period of incapacity or treatment connected with inpatient care (e.g., an overnight stay) in a medical care facility, hospice, or residential health care facility; or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of their job or prevents the qualified family member from participating in school or other daily activities.

Under the **CFRA**, a **serious health condition** is an illness, injury, impairment, or physical or mental condition that involves either inpatient care in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care or any period of incapacity, or continuing treatment by a health care provider. The CFRA defines "inpatient care" broadly and includes a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with inpatient care, or any period of incapacity. A person will be considered an "inpatient" when they are formally admitted to a health care facility with the expectation that they will remain at least overnight and occupy a bed, even if the person is ultimately discharged or transferred to another facility and does not actually remain overnight. The CFRA defines "incapacity" as the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment or the recovery that it requires.

Under the CFRA, a "designated person" means any individual related by blood or whose relationship with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave. Culinary Staffing may limit an employee to one designated person every 12-month period for family care and medical leave.

Under the FMLA and CFRA, subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one (1) visit and a regimen of continuing treatment or incapacity due to pregnancy (FMLA only) or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty, and attending post-deployment reintegration briefings.

A leave of absence in connection with a workers' compensation injury/illness or for which the employee receives disability or State of California Paid Family Leave benefits shall run concurrently with FMLA/CFRA leave.

B. Additional Military Family Leave Entitlement (FMLA Only)

In addition to the basic FMLA/CFRA leave entitlement described above, an eligible employee who is the spouse, son, daughter, parent, or next of kin of a **covered servicemember** is entitled to take up to 26 weeks of leave during a 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember is available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

A "**covered servicemember**" 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 otherwise in outpatient status, or is on the temporary retired list for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." Covered servicemembers also include a veteran who is discharged or released from military service under conditions other than dishonorable at any time during the five-(5-) 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. These individuals are referred to in this policy as "covered veterans."

The FMLA definition of a serious illness or injury for current Armed Forces members and covered Veterans are distinct from the definition of "serious health condition" applicable to leave to care for a family member or the employee's own illness or injury.

C. Intermittent Leave and Reduced Leave Schedules

FMLA/CFRA leave usually will be taken for a period of consecutive days, weeks, or months. However, employees also are entitled to take FMLA/CFRA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered servicemember (FMLA only). Intermittent or reduced work schedule leave may be taken for absences where the employee or family member is incapacitated or unable to perform the essential functions of the position because of a chronic serious health condition, even if they do not receive treatment by a health care provider. Intermittent leave can also be taken for any qualifying exigency.

Employees also are eligible for intermittent leave for bonding with a child following birth or placement. Intermittent leave for bonding purposes generally must be taken in two-(2-)week increments, but the Company permits two (2) occasions where the leave may be for less than two (2) weeks.

D. Health Insurance Benefits Schedules

During FMLA/CFRA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued work.

E. No Work While on Leave

The taking of another job while on FMLA/CFRA leave or any other approved leave of absence is prohibited except as authorized by the Company or permitted by applicable law.

F. Restoration of Employment and Benefits

At the end of FMLA/CFRA leave, employees generally have a right to return to the same or equivalent positions they held before the FMLA/CFRA leave. There is an exception for certain "key employees" under the FMLA that applies to leave for a seriously ill or injured covered servicemember (the CFRA does not have an exception for "key employees"). The Company will provide notice if employees qualify as "key employees" if it intends to deny reinstatement and any applicable rights in such instances.

Use of FMLA/CFRA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA/CFRA leave.

G. Notice of Eligibility for, and Designation of, FMLA/CFRA Leave

Employees requesting FMLA/CFRA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA/CFRA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA/CFRA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) the Company's designation of leave as FMLA/CFRA-qualifying or non-qualifying, if not FMLA/CFRA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The Company will respond to a leave request within five (5) business days. Once given, approval shall be deemed retroactive to the date of the first day of the leave. The Company may designate FMLA/CFRA leave retroactively with appropriate notice provided that doing so does not cause harm or injury to employees. In other cases, the Company and employees can mutually agree that leave is retroactively designated as FMLA/CFRA leave.

H. Employee Obligations for FMLA/CFRA Leaves

a. Provide Notice of the Need for Leave

Employees who take FMLA/CFRA leave must notify, in a timely manner, the Company of their need for FMLA/CFRA leave. The following describes the content and timing of such notices.

i. Content of Notice

To trigger FMLA/CFRA leave protections, employees must inform by emailing hr@culinarystaffing.com of the need for FMLA/CFRA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA/CFRA leave specifically or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA/CFRA-qualifying. For example, employees might explain that:

1. A medical condition renders them unable to perform the functions of their job;

2. They are pregnant;
3. They or a covered family member have been hospitalized overnight;
4. They or a covered family member are under the continuing care of a health care provider;
5. The leave is due to a qualifying exigency caused by a military member being on covered active duty or called to covered active-duty status; or
6. If the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered servicemember with a serious injury or illness.

Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA/CFRA leave under this policy. Employees must respond to the Company's lawful questions to determine if absences are potentially FMLA/CFRA-qualifying.

If employees fail to explain the reasons for FMLA/CFRA leave, the leave may be denied. When employees seek leave due to FMLA/CFRA-qualifying reasons for which the Company has previously provided FMLA/CFRA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA/CFRA leave.

ii. Timing of Notice

Employees must provide 30 days' advance notice of the need to take FMLA/CFRA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must notify the Company of the need for leave as soon as practicable under the circumstances. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA/CFRA notice obligations, may have FMLA/CFRA leave delayed or denied.

b. Cooperating in the Scheduling of Leave

When planning medical treatment for themselves or family members or requesting to take leave on an intermittent or reduced schedule work basis, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt Company operations. Employees must consult with the Company prior to scheduling treatment in order to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of the applicable health care provider. To the extent permitted by applicable law, when employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for employees or family members, including a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer employees to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

c. Submit Initial Medical Certifications Supporting Need for Leave (Unrelated to Requests for Military Family Leave)

Depending on the nature of FMLA/CFRA leave sought, employees may be required to submit medical certifications supporting their need for FMLA/CFRA-qualifying leave. As described below, there generally are three types of FMLA/CFRA medical certifications: an **initial certification**, a **recertification**, and a **return to work/fitness for duty certification**.

It is the responsibility of employees to provide the Company with timely, complete, and sufficient medical certifications. Whenever the Company requests employees to provide FMLA/CFRA medical certifications, they must provide the requested certifications within 15 calendar days after the request, unless it is not practicable to do so despite diligent, good faith efforts. The Company will inform employees if submitted medical certifications are incomplete or insufficient and provide them at least seven (7) calendar days to address deficiencies. The Company will delay or deny FMLA/CFRA

leave to employees who fail to address deficiencies or otherwise fail to submit requested medical certifications in a timely manner.

The Company (through individuals other than the employee's direct manager) may contact the employee's health care provider to authenticate a medical certification.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete, and/or sufficient FMLA/CFRA medical certifications.

i. Initial Medical Certifications

Employees requesting leave because of their own or a covered family member's serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins.

If the Company has reason to doubt the validity of an initial medical certification regarding the employee's own serious health condition, it may require the employee to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require the employee to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee. The Company will reimburse employees for any reasonable "out of pocket" travel expenses incurred to obtain second or third medical opinions.

ii. Medical Recertifications

Depending on the circumstances and duration of FMLA/CFRA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification. In cases of leave that qualifies under CFRA, recertification will be requested only when the original certification has expired and additional leave is requested.

iii. Return-to-Work Release

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA/CFRA leaves that were taken because of their own serious health conditions must provide the Company with a release to return to work from their healthcare provider stating they are able to resume work. Employees taking intermittent leave may be required to provide a return-to-work release for such absences up to once every 30 days if reasonable safety concerns exist regarding their ability to perform their duties. The Company may delay and/or deny job restoration until employees provide return-to-work releases.

d. Submit Certifications Supporting Need for Military Family Leave

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, the Company may require them to provide: 1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to active duty status and the dates of the military member's covered active duty service and, 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active-duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active-duty status of the same or a different military member.

When leave is taken to care for a covered servicemember with a serious injury or illness as allowed by the FMLA only, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

e. Reporting Changes to Anticipated Return Date

If the anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide the Company with reasonable notice (i.e., within two (2) business days) of their changed circumstances and new return-to-work date. If employees give the Company unequivocal notice of their intent not to return to work, they will be considered to have voluntarily resigned and the Company's obligation to maintain health benefits (subject to COBRA requirements) and to restore their positions will cease.

f. Substitute Paid Leave for Unpaid FMLA Leave

Employees are required to substitute accrued paid time while taking an unpaid FMLA/CFRA leave as follows:

- If employees request FMLA/PDL leave because of disability due to pregnancy, childbirth, or related medical conditions (excluding absences for which they are receiving short-term disability benefits), they must first substitute any accrued paid sick leave for unpaid family/medical leave. Employees may make a written request to substitute accrued, unused vacation, or other paid time off benefits for unpaid FMLA/PDL leave once their sick time is exhausted.
- If employees request FMLA/CFRA leave because of their own serious health condition (excluding absences for which they are receiving workers' compensation or short-term disability benefits), they must first substitute any accrued paid vacation, sick, or other paid time off for unpaid family/medical leave.
- If employees request FMLA/CFRA leave to care for a covered family member with a serious health condition (excluding absences for which they are receiving Paid Family Leave benefits), they must first substitute any accrued paid vacation or other paid time off for unpaid family/medical leave. Once vacation or other paid time off is exhausted, upon their request, they can substitute paid sick leave for unpaid FMLA/CFRA leave to care for a covered family member with a serious health condition.
- If employees request FMLA/CFRA leave to bond with a newborn or newly placed child (excluding absences for which they are receiving Paid Family Leave benefits), they must first substitute any accrued paid vacation or other paid time off for unpaid leave.

For purposes of this substitution requirement, leave is not "unpaid" during any time for which the employee is receiving compensation from the State of California under its State Disability Insurance or Paid Family Leave programs or when receiving compensation from worker's compensation. Employees will not be required to use accrued paid leave hours during any time off under this policy for which they are receiving compensation under these programs. However, where applicable and permitted by law, they will be required to use paid leave accruals during any waiting periods applicable to these programs, and upon written request, the Company will allow them to use accrued paid time off to supplement any paid workers' compensation, disability, or Paid Family Leave benefits.

The substitution of paid time off for unpaid family/medical leave time does not extend the length of FMLA/CFRA leaves and the paid time off runs concurrently with the FMLA/CFRA entitlement.

g. Pay Employee's Share of Health Insurance Premiums

As noted above, during FMLA/CFRA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. If paid leave is substituted for unpaid family/medical leave, the Company will deduct employees' shares of the health plan premium as a regular payroll deduction. If FMLA/CFRA leave is unpaid, employees must pay their portion of the premium through a "pay-as-you-go" method. The Company's

obligation to maintain health care coverage ceases if the premium payment is more than 30 days late. If the payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date.

If employees do not return to work for at least 30 calendar days after the end of the leave period (unless they cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA/CFRA leave.

I. Coordination of FMLA Leave with Other Leave Policies

The FMLA and CFRA do not affect any federal, state, or local law prohibiting discrimination, or supersede any State or local law which provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA/CFRA leave is either not available or exhausted, please consult the Company's other leave policies in this handbook or contact HR by emailing hr@culinarystaffing.com.

QUESTIONS AND/OR COMPLAINTS ABOUT FMLA/CFRA LEAVE

If employees have questions regarding this policy, they should contact HR by emailing hr@culinarystaffing.com. The Company is committed to complying with the FMLA and CFRA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA and CFRA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain, or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their FMLA rights have been violated, they should contact HR by emailing hr@culinarystaffing.com immediately. The Company will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

4-6 LEAVE FOR VICTIMS OF CRIME OR ABUSE (INCLUDING DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING)

Employees who are victims of a crime or abuse, including domestic violence, sexual assault or stalking, may take unpaid leave for up to 12 weeks for the following reasons:

- to seek medical attention for injuries caused by crime or abuse;
- to obtain services from a domestic violence shelter, program, rape crisis center or victim services organization or agency 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 take other actions to increase safety from future crime or abuse, including temporary or permanent relocation.

Employees are covered as victims and entitled to leave under this policy if they are:

- a victim of stalking, domestic violence or sexual assault;
- a victim of a crime that caused physical injury or that caused mental injury and a threat of physical injury; or
- a person whose immediate family member is deceased as the direct result of a crime.

Culinary Staffing may require proof of the employee's participation in these activities. Whenever possible, employees must provide their manager reasonable notice before taking any time off under this policy.

Employees may substitute any accrued vacation, sick or other time off for the leave under this policy. Leave under this policy does not extend the time allowable under the "Family and Medical Leave" policy in this handbook.

No employees will be subject to discrimination or retaliation because of their status as a victim of a crime or abuse, including crime or abuse related to domestic violence, sexual assault or stalking. Victims of a crime or abuse, including crime or abuse related to domestic violence, sexual assault or stalking, may request other accommodations in the workplace such as implementation of safety measures.

4-7 BEREAVEMENT LEAVE

Employees who have been employed for at least 30 days may take bereavement leave of up to five (5) days upon the death of a family member. For the purposes of this policy, a family member includes a spouse or a child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law.

Bereavement leave need not be consecutive but must be completed within three (3) months of the family member's death. Accrued unused sick time may be used to cover days off needed for bereavement.

Bereavement leave will be unpaid. However, employees may substitute accrued vacation, personal days, or sick leave during unpaid leave taken under this policy, but this substitution does not extend the length of the leave.

If requested by the Company, employees must provide documentation of the death of the family member within 30 days of the first day's leave. Documentation includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

The Company will maintain the confidentiality of any employee requesting leave under this policy including documentation provided to the Company related to a request for leave. Employees wishing to utilize bereavement leave should contact by emailing hr@culinarystaffing.com. Employees will not be subject to adverse action for exercising rights or attempting to exercise rights under this policy, opposing practices that they believe to be in violation of this policy, or supporting the exercise of rights of another under this policy.

4-8 REPRODUCTIVE LOSS LEAVE

Employees who have been employed for at least 30 days will be provided with up to five (5) days of reproductive loss leave following a reproductive loss event. Employees who experience more than one (1) reproductive loss event within a 12-month period are limited to 20 days of reproductive loss leave in a 12-month period. For purposes of this policy, a reproductive loss event means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction via artificial insemination or an embryo transfer.

Leave may only be taken on regularly scheduled workdays. Leave does not need to be taken on consecutive days. Leave must be completed within three (3) months of the reproductive loss event, except that if the employee is on some other leave from work prior to or immediately following a reproductive loss event, the reproductive loss leave is available for use during the three (3) months following the end date of the other leave.

Reproductive loss leave is unpaid, except to the extent the employee is eligible for paid leave for these purposes under other the Company policies. The employee may elect to use accrued (vacation, personal days, or sick leave) to receive pay during any unpaid leave taken under this policy. Leave provided pursuant to this policy will run concurrently with any other applicable leave of absence for covered reasons, to the maximum extent permitted by applicable law. The substitution of paid time for unpaid leave time does not extend the length of leave and the paid time will run concurrently with the employee's reproductive loss leave entitlement.

Employees must inform their manager prior to commencing reproductive loss leave. The Company will maintain the confidentiality of any employee requesting leave under this policy including information provided to the Company related to a request for leave.

4-9 TIME OFF FOR CRIME VICTIMS

Employees who have been victims of serious or violent felonies, as specified under California law, or felonies relating to theft or embezzlement, may take time off work to attend judicial proceedings related to the crime. Employees also may take time off if an immediate family member has been a victim of such crimes and the employee needs to attend judicial proceedings related to the crime. "Immediate family member" is defined as spouse, registered domestic partner, child, child of registered domestic partner, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father or stepfather.

Employees must give their manager a copy of the court notice given to the victim of each scheduled proceeding before taking time off, unless advance notice to Culinary Staffing of the need for time off is not feasible. When advance notice is not feasible, the employee must provide the Company with documentation evidencing the judicial proceeding, within a reasonable time after the absence. The documentation may be from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office or the victim/witness office that is advocating on behalf of the victim.

Employees may elect to use accrued paid vacation time, paid sick leave time or other paid time off for the absence. If the employee does not elect to use paid time off, the absence will be unpaid. However, exempt employees will be paid their full salary for any workweek interrupted by the need for time off under this policy.

4-10 LITERACY ASSISTANCE

Culinary Staffing is committed to providing assistance to employees who require time off to participate in an adult education program for literacy assistance. If employees need time off to attend such a program, they should inform their direct manager or the Human Resources Department. The Company will attempt to make reasonable accommodations by providing unpaid time off or an adjusted work schedule, provided the accommodation does not impose an undue hardship on the Company. The Company will attempt to safeguard the privacy of employees' enrollment in an adult education program.

4-11 PREGNANCY DISABILITY LEAVE

If employees are disabled by pregnancy, childbirth or related medical conditions, they are eligible to take a pregnancy disability leave (PDL). If affected by pregnancy or a related medical condition, employees also are eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated. Employees disabled by qualifying conditions may also be entitled to other reasonable accommodations where doing so is medically necessary. In addition, if it is medically advisable for employees to take intermittent leave or work a reduced schedule, the Company may require them to transfer temporarily to an alternative position with equivalent pay and benefits that can better accommodate recurring periods of leave.

The PDL is for any period(s) of actual disability caused by pregnancy, childbirth or related medical condition up to four (4) months per pregnancy. For purposes of this policy, "four months" means time off for the number of days the employee would normally work within the four (4) calendar months (one-third of a year or 17 1/3 weeks), following the commencement date of taking a pregnancy disability leave. For a full-time employee who works 40 hours per week, "four months" means 693 hours of leave entitlement, based on 40 hours per week times 17 1/3 weeks. Employees working a part-time schedule will have their PDL calculated on a pro-rata basis.

The PDL does not need to be taken in one continuous period of time, but can be taken on an intermittent basis pursuant to the law.

Time off needed for prenatal or postnatal care, severe morning sickness, gestational diabetes, pregnancy-induced hypertension, preeclampsia, doctor-ordered bed rest, postpartum depression, loss or end of pregnancy, and recovery from childbirth or loss or end of pregnancy are all covered by PDL.

To receive reasonable accommodation, obtain a transfer or take a PDL, employees must provide sufficient notice so the Company can make appropriate plans. Thirty days' advance notice is required if the need for the reasonable accommodation, transfer or PDL is foreseeable, otherwise as soon as practicable if the need is an emergency or unforeseeable.

Employees are required to obtain a certification from their health care provider of the need for pregnancy disability leave or the medical advisability of an accommodation or for a transfer. The certification is sufficient if it contains: (1) a description of the requested reasonable accommodation or transfer; (2) a statement describing the medical advisability of the reasonable accommodation or transfer because of pregnancy; and (3) the date on which the need for reasonable accommodation or transfer became or will become medically advisable and the estimated duration of the reasonable accommodation or transfer.

A medical certification indicating disability necessitating a leave is sufficient if it contains: (1) a statement that the employee needs to take pregnancy disability leave because of disability due to pregnancy, childbirth or a related medical condition; (2) the date on which the employee became disabled because of pregnancy; and (3) the estimated duration of the leave.

Upon request, the employee will be provided with a medical certification form that the employee can take to the doctor.

As a condition of returning from pregnancy disability leave or transfer, the Company requires the employee to obtain a release from a health care provider stating ability to resume the original job duties with or without reasonable accommodation.

PDL is unpaid. At the employee's option, the employee can use any accrued vacation time or other accrued paid time off as part of the PDL before taking the remainder of leave on an unpaid basis. Culinary Staffing requires, however, that the employee use any available sick time during the PDL. The substitution of any paid leave will not extend the duration of the PDL. Employees who participate in the Company's group health insurance plan will continue to participate in the plan while on PDL under the same terms and conditions as if they were working. Benefit continuation under PDL is distinct from benefit continuation for employees who also take birth bonding leave under the California Family Rights Act. Employees should make arrangements for payment of their share of the insurance premiums.

Culinary Staffing encourages employees to contact the California Employment Development Department regarding eligibility for state disability insurance for the unpaid portion of the leave.

If employees do not return to work on the originally scheduled return date, nor request in advance an extension of the agreed upon leave with appropriate medical documentation, they may be deemed to have voluntarily terminated their employment with the Company. Failure to notify the Company of their ability to return to work when it occurs or continued absence from work because the leave must extend beyond the maximum time allowed, may be deemed a voluntary termination of employment with the Company, unless employees are entitled to Family and Medical Leave or entitled to further leave pursuant to applicable law.

Upon return from a covered PDL, the employee, in most instances, will be reinstated to the same position.

Taking a PDL may affect some benefits and the employee's seniority date. The employee may request more information regarding eligibility for PDL and the impact of the leave on seniority and benefits.

Any request for leave after the disability has ended will be treated as a request for family care leave under the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA), if the employee is eligible for that type of

leave. PDL runs concurrently with FMLA (but not CFRA). Employees should refer to the FMLA policy. Employees who are not eligible for leave under the CFRA or FMLA will have a request for additional leave treated as a request for disability accommodation.

4-12 REHABILITATION LEAVE

Culinary Staffing is committed to providing assistance to our employees to overcome substance abuse problems. The Company will reasonably accommodate any employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program. This accommodation may include time off without pay or an adjusted work schedule, provided the accommodation does not impose an undue hardship on the Company. Employees may also use accumulated sick days, if applicable, for this purpose.

Employees should notify Human Resources if they need such accommodation. The Company will take reasonable steps to safeguard privacy with respect to enrollment in an alcohol or drug rehabilitation program.

4-13 TIME OFF FOR SCHOOL RELATED ACTIVITIES

Employees that work at a location with 25 or more employees are provided unpaid time off up to 40 hours in one (1) calendar year if they are parents (including individuals acting in the capacity of a parent under the law), guardians, stepparents, foster parents or grandparents with custody of a child attending, or of age to attend, a licensed child care provider or kindergarten through Grade 12. The unpaid leave must be used for the following child-related activities:

1. to find, enroll or reenroll the child in a school or with a licensed child care provider, or to participate in activities of the school or licensed child care provider of the child.
2. to address a child care provider or school emergency, meaning that the child cannot remain in school or with a child care provider due to one of the following:
 - the school or child care provider has requested that the child be picked up or has an attendance policy, excluding planned holidays, that prohibits the child from attending or requires the child to be picked up from the school or child care provider;
 - behavioral or discipline problems;
 - closure or unexpected unavailability of the school or child care provider, excluding planned holidays; or
 - a natural disaster, including, but not limited to, fire, earthquake or flood.

The amount of time off for reason #1 cannot exceed eight (8) hours in any calendar month of the year. Prior to taking leave for reason #1 above, the employee must provide reasonable notice of the planned absence to by emailing hr@culinarystaffing.com. The employee must give notice to by emailing hr@culinarystaffing.com when taking leave for reason #2 above.

If more than one parent of a child is employed at the same worksite, leave for the reasons above apply, at any one time, only to the parent who first gives notice, such that another parent may take a planned absence simultaneously as to that same child for the reasons above, but only if the parent obtains approval from by emailing hr@culinarystaffing.com for the requested time off.

Employees may be required to provide documentation of their participation in these activities. Parents, guardians or grandparents with custody of schoolchildren who have been suspended also are allowed to take unpaid time off to appear at the school pursuant to the school's request. Employees must use accrued paid time off for purposes of the leave taken under this policy.

4-14 TIME OFF FOR VOLUNTEER FIREFIGHTERS, RESERVE PEACE OFFICERS, AND EMERGENCY RESCUE PERSONNEL

Employees who are volunteer firefighters, reserve peace officers, or emergency rescue personnel are permitted unpaid time off, not to exceed 14 days per calendar year, for the purpose of engaging in fire, law enforcement, or emergency rescue training.

Employees are also permitted unpaid time off from work to perform emergency duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel.

If the employees request time off under the policy, they must notify their direct manager immediately after the need for the leave becomes known.

Section 5 - GENERAL STANDARDS OF CONDUCT

5-1 WORKPLACE CONDUCT

Culinary Staffing endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, common sense and fair play.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including discharge, in the Company's sole discretion. The following are examples of some, but not all, conduct which can be considered unacceptable:

1. Failure to behave in a business-like manner during working time or while representing the Company.
2. Obtaining employment on the basis of false or misleading information.
3. Stealing, removing or defacing Culinary Staffing property or a co-worker's property, and/or disclosure of confidential information.
4. Completing another employee's time records.
5. 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.
6. Violation of Culinary Staffing's Drug and Alcohol-Free Workplace Policy.
7. Fighting, threatening or disrupting the work of others or other violations of Culinary Staffing's Workplace Violence Policy.
8. Failure to follow lawful, work-related instructions of a manager.
9. Failure to perform assigned job duties.
10. Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness or unexcused absences.
11. Abuse, misuse or inaccurate recording of time off under any of the Company's time off or leave programs.
12. Gambling on Company property.
13. Willful or careless destruction or damage to Company assets or to the equipment or possessions of another employee.
14. Wasting work materials.
15. Performing work of a personal nature during working time.
16. Violation of the Solicitation and Distribution Policy.
17. Violation of Culinary Staffing's Harassment or Equal Employment Opportunity Policies.
18. Violation of the Communication and Computer Systems Policy.
19. Unsatisfactory job performance.
20. Eating or drinking other than during designated rest breaks and meal periods and in designated areas, unless approved by your manager.
21. Sleeping or dozing on the job.
22. Carrying or possession of weapons, or use, or distribution of weapons on Company and/or client property or premises.
23. 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.
24. Falsification or unauthorized alteration of any employment-related documents including, but not limited to, employment applications, personnel records and time records.
25. Insubordination such as refusal to perform any job or work assignment given by client, an employee's supervisor or by management.
26. 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.

27. Falsification or unauthorized alteration of any employment-related documents including, but not limited to, employment applications, personnel records and time records.
28. Failure to report an accident that results in or may result in injury to yourself or others or damage of property.
29. Use of profanity or harassing or abusive language or conduct.
30. Failure to take required meal periods and rest breaks.
31. Recording hours worked by another employee.
32. Allowing unauthorized personnel to enter non-public work areas.
33. Working unauthorized overtime.
34. Non-incidental time spent working on personal projects on client/Company property, machines or time.
35. Any other violation of Culinary Staffing policy.

Obviously, not every type of misconduct can be listed. Note that all employees are employed at-will, and Culinary Staffing reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. The Company will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation. However, Culinary Staffing will endeavor to utilize progressive discipline but reserves the right in its sole discretion to terminate the employee at any time for any reason.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

5-2 PUNCTUALITY AND ATTENDANCE

Employees are hired to perform important functions at Culinary Staffing Service. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, attendance and punctuality are very important. Unnecessary absences, late arrivals, early departures and unapproved absenteeism are expensive, disruptive and place an unfair burden on fellow employees and managers. We expect excellent attendance from all employees. Excessive absenteeism or tardiness will result in disciplinary action up to and including discharge.

We do recognize, however, there are times when absences and tardiness cannot be avoided. In such cases, employees are expected to notify your manager or CSS Staffing Managers as early as possible, but no later than the start of the work day. Asking another employee, friend or relative to give this notice is improper and constitutes grounds for disciplinary action. Employees should call, stating the nature of the absence and its expected duration, for every day of absenteeism.

Unreported absences of three (3) consecutive work days generally will be considered a voluntary resignation of employment with the Company.

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.

As a reminder all shifts in GoLive App (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 an 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.

Please adhere to the following procedure when canceling an already confirmed event and/or shift.

- Cancellations with less than a 24-hour notice will be considered a No Call/No Show. Documentation may be required for reinstatement.
- Employees must cancel their shift(s) in GoLive application software.
- If less than 24 hours, the employee must call the staffing manager and cancel shift in software.
- Leaving a voice mail message is acceptable, but you need to leave your first and last name, the event, and an active callback number.
- Sending electronic communication via email or text messaging is unacceptable and will constitute a No Call/No Show.
- 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.

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

5-3 USE OF COMMUNICATIONS AND COMPUTER SYSTEMS

Culinary Staffing's communication and computer systems are intended primarily for business purposes; however limited personal usage is permitted if it does not hinder performance of job duties or violate any other Company policy. This includes the voice mail, e-mail and Internet systems. Users have no legitimate expectation of privacy in regard to their use of the Culinary Staffing systems.

Culinary Staffing may access the voice mail and e-mail systems and obtain the communications within the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when the Company deems it appropriate to do so. The reasons for which the Company may obtain such access include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during the employee's absence.

Further, Culinary Staffing may review Internet usage to ensure that such use with Company property, or communications sent via the Internet with Company property, are appropriate. The reasons for which the Company may review employees' use of the Internet with Company property include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during the employee's absence.

The Company may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

The Company's policies prohibiting harassment, in their entirety, apply to the use of Company's communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs or any other characteristic protected by federal, state or local law.

Further, since the Company's communication and computer systems are intended for business use, all employees, upon request, must inform management of any private access codes or passwords.

Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited.

No employee may access, or attempt to obtain access to, another employee's computer systems without appropriate authorization.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

5-4 USE OF SOCIAL MEDIA

Culinary Staffing respects the right of any employee to maintain a blog or web page or to participate in a social networking on or through websites or services such as X (formerly Twitter), Facebook, Threads, LinkedIn, YouTube, Instagram, TikTok, SnapChat, or similar sites/services (collectively "social media"). However, to protect Company interests and ensure employees focus on their job duties, employees must adhere to the following rules:

Employees may not use social media during work time or at any time with Company equipment or property.

All rules regarding confidential and proprietary business information apply in full to social media. Any information that cannot be disclosed through a conversation, a note, or an e-mail also cannot be disclosed through social media.

When using social media, if the employee mentions the Company and also expresses either a political opinion or an opinion regarding the Company's actions that could pose an actual or potential conflict of interest with the Company, and it is either implicit or explicit that the poster is affiliated with the Company, the poster must include a disclaimer. The poster should specifically state that the opinion expressed is a personal opinion and not the Company's position. This is necessary to preserve the Company's goodwill in the marketplace.

Employees may not use the Company's logos or trademarks for commercial purposes or to endorse any product or service.

Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through social media. For example, posted material that is discriminatory, obscene, defamatory, libelous, or violent is forbidden. Company policies apply equally to employee social media usage.

Employees with any questions should review the guidelines above and/or consult with their manager. Failure to follow these guidelines may result in discipline, up to and including discharge.

5-5 PERSONAL AND COMPANY-PROVIDED CELL PHONES

Culinary Staffing-provided cell phones should be used primarily for business purposes. Employees have no reasonable expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes, as permitted, the right to monitor personal communications as necessary.

Some employees may be authorized to use their own cell phone for business purposes. These employees should work with the IT department to configure their cell phone for business use. Communications sent via a personal cell phone also may be subject to monitoring if sent through the Company's networks and the cell phone must be provided for inspection and review upon request.

All conversations, text messages and e-mails must be business-like. When sending a text message or using a cell phone for business purposes, whether it is a Company-provided or personal device, employees must comply with applicable Company guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use and operation of vehicles. Using a Company-issued cell phone to send or receive personal text messages is prohibited at all times and personal use during working hours should be limited to emergency situations.

If employees who use a personal cell phone for business resign or are discharged, they will be required to submit the device to the IT department for resetting on or before their last day of work. At that time, the IT department will reset and remove all information from the device, including but not limited to, Company information and personal data (such as contacts, e-mails and photographs). The IT department will make efforts to provide employees with the personal data in another form (e.g., on a disk) to the extent practicable; however, the employee may lose some or all personal data saved on the device.

Employees may not use their personal PCD for business unless they agree to submit the device to the IT department on or before their last day of work for resetting and removal of Company information. This is the only way currently possible to ensure that all Company information is removed from the device at the time of termination. The removal of Company information is crucial to ensure compliance with the Company's confidentiality and proprietary information policies and objectives.

Please note that whether employees use their personal cell phone or a Company-issued device, the Company's electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect.

Portable Communication Device Use While Driving

Employees who drive on Company business must abide by all state or local laws prohibiting or limiting cell phone use while driving. Further, even if usage is permitted, employees may choose to refrain from using any cell phone while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the cell phone.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while driving and permitted by law, employees must use a hands-free option and advise the caller that they are unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a cell phone while driving, employees who are charged with traffic violations resulting from the use of their cell phone while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving is prohibited in all circumstances.

5-6 CAMERA PHONES/RECORDING DEVICES

Due to the potential for issues such as invasion of privacy, sexual harassment, and loss of productivity, as well as inappropriate disclosure of confidential information, no employee may use a camera phone function on any phone on Culinary Staffing property or while performing work for the Company.

The use of tape recorders, or other types of voice recording devices anywhere on Company property, including to record conversations or activities of other employees or management or while performing work for the Company, is also strictly prohibited, unless the device was provided to you by the Company and is used solely for legitimate business purposes.

5-7 PERSONAL VISITS AND TELEPHONE CALLS

Disruptions during work time can lead to errors and delays. Therefore, personal telephone calls must be kept to a minimum, and only be made or received after working time, or during lunch or break time.

For safety and security reasons, employees are prohibited from having personal guests visit or accompanying them anywhere in Culinary Staffing facilities other than the reception areas.

5-8 INSPECTIONS

To the maximum extent permitted by applicable law, Culinary Staffing reserves the right to require employees while on Company property, or on client property, to agree to the inspection of their persons, personal possessions and property, personal vehicles parked on Company or client property, and work areas. This includes lockers, vehicles, desks, cabinets, work stations, packages, handbags, briefcases and other personal possessions or places of concealment, as well as personal mail sent to the Company or to its clients. Employees are expected to cooperate in the conduct of any search or inspection.

5-9 SMOKING

Smoking, including the use of e-cigarettes, is prohibited on Company premises and in all Company vehicles.

5-10 SOLICITATION AND DISTRIBUTION

To avoid distractions, solicitation by the employee of another employee is prohibited while either employee is on work time. "Work time" is defined as the time the employee is engaged, or should be engaged, in performing their work tasks for Culinary Staffing. Solicitation of any kind by non-employees on Company premises is prohibited at all times.

Distribution of advertising material, handbills, printed or written literature of any kind in working areas of the Company is prohibited at all times. Distribution of literature by non-employees on Company premises is prohibited at all times.

5-11 BULLETIN BOARDS

Important notices and items of general interest are continually posted on Culinary Staffing bulletin boards. Employees should make it a practice to review bulletin boards frequently. This will assist employees in keeping up with what is current at Culinary Staffing. To avoid confusion, employees should not post or remove any material from the bulletin board.

5-12 CONFIDENTIAL COMPANY INFORMATION

During the course of work, employees may become aware of confidential information about Culinary Staffing's business, including but not limited to information regarding Company finances, pricing, products, and new product development, software, and computer programs, marketing strategies, suppliers, and customers and potential customers. Employees also may become aware of similar confidential information belonging to the Company's clients. It is extremely important that all such information remain confidential, and particularly not be disclosed to Culinary Staffing's competitors. Any employee who improperly copies, removes (whether physically or electronically), uses, or discloses confidential information to anyone outside of the Company may be subject to disciplinary action up to and including termination. Employees may be required to sign an agreement reiterating these obligations.

5-13 CONFLICT OF INTEREST AND BUSINESS ETHICS

It is Culinary Staffing's policy that all employees avoid any conflict between their personal interests and those of the Company. The purpose of this policy is to ensure that the Company's honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of the Company.

It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:

1. Holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with the Company, by any employee who is in a position to directly or indirectly influence either the Company's decision to do business, or the terms upon which business would be done with such organization;
2. Holding any interest in an organization that competes with the Company;
3. Being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with the Company or which competes with the Company; and/or
4. Profiting personally, e.g., through commissions, loans, expense reimbursements, or other payments, from any organization seeking to do business with the Company.

A conflict of interest would also exist when a member of the employee's immediate family is involved in situations such as those above.

This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business-related meals or promotional items of nominal or minor value.

It is the employee's responsibility to report any actual or potential conflict that may exist between the employee (and the employee's immediate family) and the Company.

5-14 USE OF FACILITIES, EQUIPMENT AND PROPERTY, INCLUDING INTELLECTUAL PROPERTY

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

Employees should notify their manager if any equipment, machines, or tools appear to be damaged, defective or in need of repair. Prompt reporting of loss, damages, defects and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Managers can answer any questions about the employees' responsibility for maintenance and care of equipment used on the job.

Employees also are prohibited from any unauthorized use of the Company's intellectual property, such as audio, video, print materials, and software.

Improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in discipline, up to and including discharge.

Further, the Company is not responsible for any damage to employees' personal belongings unless the employee's manager provided advance approval for the employee to bring the personal property to work.

5-15 HEALTH AND SAFETY

The health and safety of employees and others on Company property are of critical concern to Culinary Staffing. The Company intends to comply with all health and safety laws applicable to our business. To this end, the Company must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the Company's premises, or in a

product, facility, piece of equipment, process, or business practice for which the Company is responsible should be brought to the attention of management immediately.

Periodically, the Company may issue rules and guidelines governing workplace safety and health. The Company may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines as strict compliance will be expected.

Report of Injury - Your Responsibilities:

Any workplace injury, accident, or illness must be reported to the employee's manager or Staffing Manager as soon as possible, regardless of the severity of the injury or accident. 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.

Near Miss: 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.

Injury requiring medical attention: 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 for up to 90 days or 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.

Modified Duty: 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 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.

5-16 HIRING RELATIVES/EMPLOYEE RELATIONSHIPS

A familial relationship among employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, Culinary Staffing may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases, such as personal relationships where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or discharged from employment, at the discretion of the Company. Accordingly, all parties to any type of intimate personal relationship must inform management.

If two employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. The Company generally will attempt to identify other available positions, but if no alternate position is available, the Company retains the right to decide which employee will remain with the Company.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

5-17 EMPLOYEE DRESS AND PERSONAL APPEARANCE

Our employees must maintain a professional appearance that reflects well on themselves, our clients, and CULINARY STAFFING. As an employee of CULINARY STAFFING, you are expected to arrive at every event with your uniform on, clean, and pressed. Refer to notes in GoLive! App as to what is required for each event. Failure to present a professional appearance may result in disciplinary action, up to and including termination. You will need to report to work well-groomed, clean, and dressed according to the requirements of your position. Some employees may be required to wear uniforms or safety equipment/clothing. Please contact your supervisor or Staffing Manager for specific information regarding acceptable attire for your position. If you report being dressed or groomed inappropriately, you may be prevented from working until you return to work well-groomed and wearing the proper attire.

Nothing in this dress code is intended or should be construed to violate, restrict or discriminate against any employee's race, sex, gender, gender identity, gender expression, nursing mothers, or religious dress practices. If any employee believes that their protected rights based upon race, sex, gender, gender identity, gender expression, nursing mothers, or religious dress practices are being restricted or violated in some manner by the dress code, please contact your manager or human resources so that these concerns can be addressed.

Uniforms: To maintain uniformity and professionalism, clients will require employees to wear specific uniforms. Employees who do not have the required uniform should contact HR for assistance. HR can direct employees to appropriate places to purchase uniforms and arrange for reimbursement upon submission of the original receipt. For further assistance, please email hr@culinarystaffing.com.

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, and 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 mustaches, goatees, or other facial hair must be done on the employee's own time (employees coming to work without a fully grown mustache or goatee will be required to shave). Mustaches 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, no longer than the tip of the finger, and without chipped nail polish. Nail polish must be conservative in color, solid in pattern, and complement 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 complement the uniform.
- Rings are permitted, but only two per hand.
- One watch may be worn on each wrist (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, and piercings symbolize self-expression. Due to the nature of our business and the select clientele we work with, tattoos are not visible at any given time. Facial jewelry (including tongue piercings) should not be worn during working hours. This includes employees who do not have direct guest contact.

5-18 PUBLICITY/STATEMENTS TO THE MEDIA

All media inquiries regarding the position of the Company as to any issues must be referred to the Head of Human Resources. Only the Head of Human Resources is authorized to make or approve public statements on behalf of the Company. No employees, unless specifically designated by the Head of Human Resources, are authorized to make those statements on behalf of the Company. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of the Company must first obtain approval from the Head of Human Resources.

5-19 OPERATION OF VEHICLES

All employees authorized to drive Company-owned or leased vehicles or personal vehicles in conducting Company business must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately.

Employees must have a valid driver's license in their possession while operating a vehicle off or on Company property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits at all times.

Company-owned or leased vehicles may be used only as authorized by management.

Portable Communication Device Use While Driving

Employees who drive on Company business must abide by all state or local laws prohibiting or limiting portable communication device (PCD) use, including cell phones or personal digital assistants, while driving. Further, even if use is permitted, employees may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the employees are driving, and permitted by law, they must use a hands-free option and advise the caller that they are unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a PCD while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving is prohibited in all circumstances.

5-20 REFERENCES

Culinary Staffing will respond to reference requests through the Human Resources Department. The Company will provide general information concerning the employee such as date of hire, date of discharge, and positions held. Requests for reference information must be in writing, and responses will be in writing. Please refer all requests for references to the Human Resources Department.

Only the Human Resources Department may provide references.

5-21 IF YOU MUST LEAVE US

Should an employee decide to leave the Company, we ask that they provide a Manager with at least three (3) business days advance notice of departure. Thoughtfulness will be appreciated. All Company, property including, but not limited to, keys, security cards, parking passes, laptop computers, fax machines, uniforms, etc., must be returned at separation. Employees also must return all of the Company's Confidential Information upon separation. To the extent permitted by law, employees will be required to repay the Company, (through payroll deduction, if lawful) for any lost or damaged Company, property. As noted previously, all employees are employed at-will and nothing in this handbook changes that status. Please email resignation letters to your manager with a copy to hr@culinarystaffing.com.

GENERAL HANDBOOK ACKNOWLEDGMENT

This Employee Handbook is an important document intended to help employees become acquainted with Culinary Staffing. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because the Company's operations may change, the contents of this Handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management. Employees should refer to the latest released handbook which can be accessed by going to the company website address as follows:
<https://www.culinarystaffing.com/Human-Resources> to download the newest version in force.

Please read the following statements and sign below to indicate your receipt and acknowledgment of this Handbook.

I have received and read a copy of Culinary Staffing's Employees Handbook. I understand that the policies, rules and benefits described in it are, as permitted by law, subject to change at the sole discretion of the Company at any time.

I further understand that my employment is terminable at will, either by myself or the Company, with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind.

I understand that no representative of Culinary Staffing other than the President may alter "at will" status and any such modification must be in a signed writing.

The signed copy of this acknowledgment will be filed in your personnel file.

I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of the Company's Employee Handbook. I can also download a copy of the latest version in force by going to <https://www.culinarystaffing.com/human-resources>.

Date: _____

Employee's Printed Name: _____ Employee's Signature: _____

ACKNOWLEDGMENT AND RECEIPT OF CALIFORNIA: DISCRIMINATION, HARASSMENT AND RETALIATION PREVENTION POLICY

Culinary Staffing does not tolerate and prohibits discrimination, harassment or retaliation of or against job applicants, contractors, interns, volunteers or employees by another employee, manager, vendor, customer or any third party on the basis of actual or perceived race, religious creed, color, age, sex, sexual orientation, gender, gender identity, gender expression (including transgender status), national origin, ancestry, marital status, medical condition as defined by state law (cancer or genetic characteristics), disability, military and veteran status, pregnancy, childbirth and related medical conditions, reproductive health decision-making or any other characteristic protected by applicable federal, state or local laws and ordinances. The Company is committed to a workplace free of discrimination, harassment and retaliation.

Discrimination Defined

Discrimination under this policy means treating differently or denying or granting a benefit to an individual because of the individual's protected characteristic.

Harassment Defined

Harassment is defined in this policy as unwelcome verbal, visual or physical conduct creating an intimidating, offensive or hostile work environment that interferes with work performance. Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), graphic (including offensive posters, symbols, cartoons, drawings, computer displays or emails) or physical conduct (including physically threatening another, blocking someone's way, etc.) that denigrates or shows hostility or aversion towards an individual because of any protected characteristic. Such conduct violates this policy, even if it is not unlawful. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a business-like and respectful manner.

Sexual Harassment Defined

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal or physical conduct of a sexual nature.

Examples of conduct that violates this policy include:

- unwelcome sexual advances, flirtations, advances, leering, whistling, touching, pinching, assault, blocking normal movement;
- requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
- obscene or vulgar gestures, posters or comments;
- sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
- propositions or suggestive or insulting comments of a sexual nature;
- derogatory cartoons, posters and drawings;
- sexually-explicit emails or voicemails;
- uninvited touching of a sexual nature;
- unwelcome sexually-related comments;
- conversation about one's own or someone else's sex life;
- conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
- teasing or other conduct directed toward a person because of the person's gender.

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.

Retaliation Defined

Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. "Adverse conduct" includes but is not limited to:

- shunning and avoiding an individual who reports harassment, discrimination or retaliation;
- express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination or retaliation; and
- denying employment benefits because an applicant or employee reported harassment, discrimination or retaliation or participated in the reporting and investigation process described below.

The Company will not retaliate against individuals for filing a complaint or participating in an investigation and will not tolerate or permit retaliation by management, employees or co-workers. It is unlawful for an employer to demote, suspend, reduce, fail to hire or consider for hire, fail to give equal consideration in making employment decisions, fail to treat impartially in the context of any recommendations for subsequent employment which the employer entity may make, adversely affect working conditions or otherwise deny any employment benefit to an individual because that individual has opposed practices prohibited by the Fair Employment and Housing Act or has filed a complaint, testified, assisted or participated in any manner in an investigation, proceeding, or hearing conducted by the EEOC or the California Civil Rights Department (CRD).

If an employee believes that they have been retaliated against, they should submit a written complaint to the CONTACT as soon as possible after the incident.

All discrimination, harassment and retaliation is unacceptable in the workplace and in any work-related settings such as business trips and business-related social functions, regardless of whether the conduct is engaged in by a manager, co-worker, client, customer, vendor or other third party.

Reporting Procedures

The following steps have been put into place to ensure the work environment is respectful, business-like, and free of discrimination, harassment and retaliation. If an employee believes someone has violated this policy or the Equal Employment Opportunity Policy, the employee should promptly bring the matter to the immediate attention of the Head of Human Resources. Phone numbers are available through the Company directory. If this individual is the person toward whom the complaint is directed the employee should contact any higher-level manager in the reporting chain. If the employee makes a complaint under this policy and has not received a satisfactory response within five (5) business days, they should contact COO immediately. Phone numbers are available through the Company directory.

Every manager who learns of any employee's concern about conduct in violation of this policy, whether in a formal complaint or informally, must immediately report the issues raised to the Head of Human Resources.

Employees also should be aware that the United States Equal Employment Opportunity Commission (EEOC) and the California Civil Rights Department (CRD) investigate and prosecute complaints of unlawful harassment in employment. If an employee thinks they have been harassed and feel the company has not addressed the issue to their satisfaction or that they have been retaliated against for resisting or complaining, the employee may file a complaint with the appropriate agency. The phone number of the CRD is listed on the Discrimination and Harassment in Employment poster

on our employee bulletin board(s). Upon proof of an unlawful practice, these agencies may fashion the appropriate remedy, including "make whole" relief, prospective relief and injunctive or other equitable relief.

Investigation Procedures

Upon receiving a complaint, the Company will promptly conduct a fair and thorough investigation into the facts and circumstances of any claim of a violation of this policy or our Equal Employment Opportunity policy. To the extent possible, the Company will endeavor to keep the reporting employee's concerns confidential. However, complete confidentiality may not be possible in all circumstances.

During the investigation, the Company generally will interview the complainant and the accused, conduct further interviews as necessary and review any relevant documents or other information. Upon completion of the investigation, the Company shall determine whether this policy has been violated based upon its reasonable evaluation of the information gathered during the investigation. The Company will inform the complainant and the accused of the results of the investigation.

The Company will take corrective measures against any person who it finds to have engaged in conduct in violation of this policy, if the Company determines such measures are necessary. These measures may include, but are not limited to, counseling, suspension or immediate termination. Anyone, regardless of position or title, whom the Company determines has engaged in conduct that violates this policy will be subject to discipline, up to and including termination.

Training

All Employees are required to undergo harassment prevention training as required by applicable law. This training is provided by the Company. For more information about this training requirement, visit CRDCivil Rights Department (ca.gov).

Retaliation Prohibited

In addition to being a violation of this policy, harassment, discrimination or retaliation can also be against the law. Employees who engage in conduct that rises to the level of a violation of law can be held personally liable for such conduct.

Remember, the Company cannot remedy claimed discrimination, harassment or retaliation unless employees bring these claims to the attention of management. Employees should not hesitate to report any conduct which they believe violates this policy.

I acknowledge that I have received, read, and understand Culinary Staffing's Discrimination, Harassment, and Retaliation Prevention Policy. I agree to abide by and be bound by the rules, provisions and standards set forth in Culinary Staffing's policy. I further acknowledge that Culinary Staffing reserves the right to revise, delete, and add to the provisions of the Discrimination, Harassment and Retaliation Prevention Policy at any time. I also acknowledge I have received the California Civil Rights Department's brochure, Sexual Harassment Fact Sheet (CRD-185 brochure).

The signed copy of this receipt will be filed in your personnel file. I am aware I can pull the latest version of this employee handbook and Harassment Retaliation Prevention Policy by going to <https://www.culinarystaffing.com/human-resources.com>.

Date: _____

Employee's Printed Name: _____ Employee's Signature: _____