



Employee Handbook

10/01/2024

Nevada

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 EQUAL EMPLOYMENT OPPORTUNITY

Culinary Staffing is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, creed, color, religion, alienage or national origin, ancestry, citizenship status, age, disability or handicap, sex, marital status, veteran status, sexual orientation, genetic information, arrest record, or any other characteristic protected by applicable federal, state or local laws. 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. To ensure our workplace is free of artificial barriers, violation of this policy will lead to discipline, up to and including discharge. All employees must cooperate with all investigations.

1-3 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.

1-4 PREGNANCY ACCOMMODATIONS

According to the Nevada Pregnant Workers' Fairness Act (effective October 1, 2017) (the "Act"), employees have the right to be free from discriminatory or unlawful employment practices based on pregnancy, childbirth or a related medical condition and are entitled to reasonable accommodation.

Under the Act, the Company may not:

- deny a reasonable accommodation to employees and applicants, upon request, for a condition related to pregnancy, childbirth or a related medical condition, unless an accommodation would impose an undue hardship on the business of the Company;
- take adverse employment actions against the employee or applicant based on a need for a reasonable accommodation;
- deny an employment opportunity to a qualified employee or applicant based on a need for a reasonable accommodation; and
- require the employee or applicant to accept an accommodation that the employee or applicant did not request or chooses not to accept or to take leave from employment if an accommodation is unavailable.

Reasonable accommodations may include, but are not limited to:

1. modifying equipment or providing different seating;
2. revising break schedules, which may include revising the frequency or duration of breaks;
3. providing space in an area other than a bathroom that may be used for expressing breast milk;
4. providing assistance with manual labor if the manual labor is incidental to the primary work duties of the employee;
5. authorizing light duty;
6. temporarily transferring the employee to a less strenuous or hazardous position; or
7. restructuring a position or providing a modified work schedule.

Under the Act, the Company may require the employee to submit written medical certification from the employee's physician substantiating the need for an accommodation because of pregnancy, childbirth or related medical conditions, and the specific accommodation recommended by the physician.

Any employee who needs to request an accommodation due to pregnancy, childbirth or a related condition or who has questions regarding this policy should contact HR by emailing hr@culinarystaffing.com.

1-5 NON-HARASSMENT

It is Culinary Staffing's policy to prohibit intentional and unintentional harassment 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, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by Culinary Staffing.

The purpose of this policy is not to regulate our employees' personal morality, but to ensure that no one harasses another individual in the workplace, including while on Company premises, while on Company business (whether or not on Company premises) or while representing the Company. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws are unlawful.

Harassment Defined

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

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, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;

3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. 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.

Reporting Procedures

If the employee has been subjected to or witnessed conduct which violates this policy, the employee should immediately report the matter to the Head of Human Resources. If the employee is unable for any reason to contact this person, or if the employee has not received an initial response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact COO. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy.

Investigation Procedures

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All employees must cooperate with all investigations conducted pursuant to this policy.

Retaliation Prohibited

In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the employee has been subjected to any such retaliation, the employee should report it in the same manner in which the employee would report a claim of perceived harassment under this policy.

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

1-6 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.

1-7 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>

1-8 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.

1-9 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

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.

Any non-exempt employee who works overtime will be compensated at the rate of one and one-half times (1.5) their normal hourly wage for all time worked in excess of forty (40) hours each week and for employees earning less than 1.5 times the state minimum wage who work more than eight (8) hours in any workday, unless otherwise required by law.

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.

Employees may work overtime only with prior 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

Overnight, Out-of-Town Trips

Non-exempt employees will be compensated for time spent traveling (except for meal periods) during their normal working hours, on days they are scheduled to work and on unscheduled work days (such as weekends). Non-exempt employees also will be paid for any time spent performing job duties during otherwise non-compensable travel time; however, such work should be limited absent advance management authorization.

Out-of-Town Trips for One Day

Non-exempt employees who travel out of town for a one-day assignment will be paid for all travel time, except for, among other things: time spent traveling between the employee's home and the local railroad, bus or plane terminal; and meal periods.

Local Travel

Non-exempt employees will be compensated for time spent traveling from one job site to another job site during a workday. The trip home, however, is non-compensable when the employee goes directly home from the final job site, unless it is much longer than the regular commute home from the regular worksite. In such case, the portion of the trip home in excess of the regular commute is compensable.

Commuting Time

Under the Portal to Portal Act, travel from home to work and from work to home is generally non-compensable. However, if a non-exempt employee regularly reports to a worksite near their home, but is required to report to a worksite farther away than the regular worksite, the additional time spent traveling is compensable.

If compensable travel time results in more than 40 hours worked by a non-exempt employee, the employee will be compensated at an overtime rate of one and one-half (1.5) times the regular rate.

To the extent that applicable state law provides greater benefits, state law applies.

2-8 SAFE HARBOR POLICY FOR EXEMPT EMPLOYEES

It is Culinary Staffing's policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure proper payment and that no improper deductions are made, employees must review pay stubs promptly to identify and report all errors.

Those classified as exempt salaried employees will receive a salary which is intended to compensate them for all hours they may work for Culinary Staffing. This salary will be established at the time of hire or classification 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 federal and state law, salary is subject to certain deductions. For example, unless state law requires otherwise, salary can be reduced for the following reasons:

- full-day absences for personal reasons;
- full-day absences for sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing wage replacement benefits for such absences (deductions also may be made for the exempt employee's full-day absences due to sickness or disability before the employee has qualified for the plan, policy or practice or after the employee has exhausted the leave allowance under the plan);
- full-day disciplinary suspensions for infractions of our written policies and procedures;
- Family and Medical Leave Act absences (either full- or partial-day absences);
- to offset amounts received as payment from the court for jury and witness fees or from the military as military pay;
- the first or last week of employment in the event the employee works less than a full week; and
- any full work week in which the employee does not perform any work.

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

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

- partial day absences for personal reasons, sickness or disability;
- an absence because the Company has decided to close a facility on a scheduled work day;
- absences for jury duty, attendance as a witness, or military leave in any week in which the employee performed any work (subject to any offsets as set forth above); and
- any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to accrued leave for full- or partial-day absences for personal reasons, sickness or disability.

If employees believe they have been subject to any improper deductions, they should immediately report the matter to a manager. If the manager is unavailable or if the employee believes it would be inappropriate to contact that person (or if the employee has not received a prompt and fully acceptable reply), they should immediately contact Payroll by emailing timesheets@culinarystaffing.com or any other manager in Culinary Staffing with whom the employee feels comfortable.

2-9 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.

2-10 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.

2-11 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.

2-12 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.

2-13 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.

2-14 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.

2-15 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.

2-16 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.

2-17 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.

2-18 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.

2-19 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.

2-20 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.

2-21 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.

2-22 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.

2-23 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 ACCOMMODATIONS

Culinary Staffing will provide a reasonable amount of break time to accommodate employees desiring to express breast milk for their child, in accordance with and to the extent required by applicable law. The break time, if possible and permitted by applicable law, must run concurrently with paid rest and unpaid meal periods already provided. If the break time cannot run concurrently with rest and meal periods already provided, the break time will be unpaid, subject to applicable law.

The Company will make reasonable efforts to provide employees with the use of a room or location in close proximity to the employee's work area, other than a bathroom, to express milk in private. This location may be the employee's private office, if applicable. Please consult HR by emailing hr@culinarystaffing.com with questions regarding this policy.

Employees should advise management if they need break time and an area for this purpose. Employees will not be discriminated against or retaliated against for exercising their rights under 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. If employees are injured on the job, no matter how slightly, they should report the incident immediately to their

manager. Failure to follow Company procedures may affect the ability of employees to receive Workers Compensation benefits.

This is solely a monetary benefit and not a leave of absence entitlement. Employees who need to miss work due to a workplace injury must also request a formal leave of absence. See the Health and Safety and Leave of Absence sections of this handbook for more information.

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 BEREAVEMENT LEAVE

Bereavement leave is intended to allow employees time off to attend the funeral/services and for related matters due to the death of an immediate family member, unpaid for up to 5 days. Immediate family members are defined as parent, sibling, spouse, domestic partner, mother-in-law, father-in-law, child, grandparent, grandchild, legal guardian, or "step" relation. Unused sick hours available can be used for bereavement purposes. The bereavement leave days need not be consecutive but must be completed within three (3) months of the date of the family member's death. You may be eligible to use accrued and available vacation, or sick time for the leave if requested. Vacation or sick pay used will not be counted as time worked for the purpose of computing overtime. The Company may request documentation of the family member's death in the form of a death certificate, a published obituary, or a written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution or government agency. You must provide the requested documentation within 30 days of the first day of leave.

3-6 VOTING LEAVE

If you do not have sufficient time outside of working hours to be able to vote on Election Day, the Company will give you as much time as necessary to vote in a statewide election. Up to three (3) hours of the time off will be paid depending on distance from employees' polling place. You must tell your supervisor and send an email to hr@culinarystaffing.com to request the paid time off to vote as soon as you know this, but not less than three (3) workdays before Election Day. Your supervisor may require you to take voting time at the beginning or end of your shift. Your supervisor will ask you to present a voter's receipt for voting time off.

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 LEAVE

Full-time employees are eligible to receive up to forty (40) Paid Leave each year. Employee will accrue 0.0193 hours of leave for every hour worked up to a maximum of 40 hours per year. Employees are not required to give a specific reason for using unused Paid Leave. Employee must request the Paid Leave off by adding a note in Golive! and canceling their shift in the App. If the employees will be out of work due to illness or any other reason, and they are canceling a shift that is less than 24 hour notice, they must call in and notify their manager as early as possible, but at least by the start of the workday.

Paid Leave (Sick Time) must be used in at least 2 hour increments. Employees may carry over up to 40 hours of unused Paid Leave hours into the next calendar year. Any accrued hours above this limit will be forfeited at the end of the year. Upon termination, resignation, or retirement, employees Paid Leave will not be paid out and forfeit any unused Paid Leave hours.

In the case of employees paid by the hour, the rate of pay is calculated by the employee's hourly rate. The rate of pay for employees paid on a non-hourly basis, such as by salary, commission or piece rate, must be calculated by dividing the employee's total wages earned during the immediately preceding 13 weeks by the number of hours worked during that period. The calculation of total wages includes nondiscretionary bonuses earned by the employee. However, the Company does not include bonuses earned at the sole discretion of the employer, overtime pay, hazardous-duty pay, holiday pay or tips.

3-9 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.

3-10 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.

3-11 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.²
- 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 leave under the federal Family and Medical Leave Act (FMLA) or any state leave law, 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. Culinary Staffing 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 employees anticipate returning to work, they should notify management of the expected return date. This notification should be made at least one (1) 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 PAID LEAVE

Eligibility

Culinary Staffing provides paid leave to employees in Nevada other than those who are temporary, seasonal and on-call. For employees who work in Nevada who are eligible for paid leave under the general Vacation or Paid Time Off policy, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general paid Vacation or Paid Time Off policy.

Accrual

Employees begin to accrue paid leave pursuant to this policy on January 1, 2020 or at the start of employment, whichever is later. Employees accrue paid leave at a rate of 0.01923 hours for each hour of work performed. For purposes of this policy, the year is the 365-day period beginning January 1 and ending on December 31.

Usage

Accrued paid leave may be used beginning on the 90th calendar day of employment. Paid leave may be used in a minimum increment of four (4) hours. Employees may not use more than 40 hours of paid leave in a year under this policy.

Use of paid leave will not be conditioned upon the employee searching for or finding a replacement worker.

Employees will be advised of their paid leave balance information on their itemized wage statement.

Notice and Documentation

Employees must provide notice of the need for the leave by contacting HR by emailing hr@culinarystaffing.com as soon as practicable. Employees are not required to provide a reason for use of leave.

Payment

Employees will receive payment for paid leave at the same rate of pay at which the employee is compensated at the time such leave is taken, unless otherwise required by applicable law, on the same payday as the hours taken are normally paid.

Use of paid leave is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

Employees may carry over up to 40 hours of accrued, unused paid leave under this policy to the following year. Accrued but unused paid leave under this policy will not be paid at separation.

Enforcement and Retaliation

The Company will not retaliate against employees for requesting or using eligible paid leave.

Employees with questions about this policy can contact by emailing hr@culinarystaffing.com.

4-3 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.

4-4 FAMILY AND MEDICAL LEAVE

The Leave Policy

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA). This policy provides employees information concerning FMLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA leave, they should contact HR by emailing hr@culinarystaffing.com.

I. Eligibility

FMLA leave is available to "eligible employees." 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); 2) have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

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

II. Entitlements

As described below, the FMLA provides eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration.

A. Basic FMLA Leave Entitlement

The FMLA 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 based on a rolling 12-month period measured backward from the date the employee uses their FMLA leave. Leave may be taken for any one (1), or for a combination, of the following reasons:

- To care for the employee's child after birth or placement for adoption or foster care;
- To care for the employee's spouse, son, daughter or parent (but not in-law) who has a **serious health condition**;
- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one (1) or more of the essential functions of the employee's job; and/or
- Because of any **qualifying exigency** arising out of the fact that the employee's spouse, son, daughter or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserves component of the Armed Forces for deployment to a foreign country in support of contingency operation or Regular Armed Forces for deployment to a foreign country.

A **serious health condition** is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents employees from performing the functions of their job, or prevents the qualified family member from participating in school or other daily activities. 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, 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.

B. Additional Military Family Leave Entitlement (Injured Servicemember Leave)

In addition to the basic FMLA leave entitlement discussed 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 single 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember shall only be 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 services under condition other than dishonorable at any time during the five (5) years preceding the 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 definitions of a "serious injury or illness" for current Armed Forces members and covered veterans are distinct from the FMLA definition of "serious health condition" applicable to FMLA leave to care for a covered family member.

C. Intermittent Leave and Reduced Leave Schedules

FMLA leave usually will be taken for a period of consecutive days, weeks, or months. However, employees also are entitled to take FMLA 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. Qualifying exigency leave also may be taken on an intermittent basis.

D. No Work While on Leave

The taking of another job while on family/medical leave or any other authorized leave of absence is grounds for immediate discharge, to the extent permitted by law.

E. Protection of Group Health Insurance Benefits

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

F. Restoration of Employment and Benefits

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify employees if they qualify as "key employees," if it intends to deny reinstatement, and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

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

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

The Company may retroactively designate leave as FMLA leave with appropriate written notice to employees provided the Company's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA leave.

III. Employee FMLA Leave Obligations

A. Provide Notice of the Need for Leave

Employees who take FMLA leave must timely notify the Company of their need for FMLA leave. The following describes the content and timing of such employee notices.

1. Content of Employee Notice

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

- a medical condition renders them unable to perform the functions of their job;
- they are pregnant or have been hospitalized overnight;
- they or a covered family member are under the continuing care of a health care provider;
- 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 to a foreign country; or
- 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 leave under this policy. Employees must respond to the Company's questions to determine if absences are potentially FMLA-qualifying.

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

2. Timing of Employee Notice

Employees must provide 30 days' advance notice of the need to take FMLA 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 provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of the employee's health care provider. Employees must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of the employee's health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the Company of the reason why such leave is medically necessary. In such instances, the Company and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the Company's operations, subject to the approval of the employee's health care provider.

C. Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave)

Depending on the nature of FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three (3) types of FMLA medical certifications: an **initial certification**, a **recertification** and a **return to work/fitness for duty certification**.

It is the employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests employees to provide FMLA medical certifications, employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite the employee's diligent, good faith efforts. The Company will inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven (7) calendar days to cure deficiencies. The Company will deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, the Company (through individuals other than the employee's direct manager) may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If employees choose not to provide the Company with authorization allowing it to clarify or authenticate certifications with health care providers, the Company may deny FMLA leave if certifications are unclear.

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

1. Initial Medical Certifications

Employees requesting leave because of their own, or a covered relation'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. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require employees 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 employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee.

2. Medical Recertifications

Depending on the circumstances and duration of FMLA 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.

3. Return to Work/Fitness for Duty Medical Certifications

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide the Company with medical certification confirming they are able to return to work and the employees' ability to perform

the essential functions of the employees' position, with or without reasonable accommodation. The Company may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

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 employees 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 covered 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, 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 by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

E. Substitute Paid Leave for Unpaid FMLA Leave

Employees must use any accrued paid time while taking unpaid FMLA leave.

The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leave and the paid time will run concurrently with the employee's FMLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement.

F. Pay Employee's Share of Health Insurance Premiums

During FMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during FMLA leave, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working.

If FMLA leave is unpaid, employees must pay their portion of the group health premium through a "pay-as-you-go" method.

The Company's obligation to maintain health care coverage ceases if the employee's premium payment is more than 30 days late. If the employee's 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 within 30 calendar days at the end of the leave period (unless employees 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 leave.

IV. Questions and/or Complaints about FMLA Leave

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

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.

V. Coordination of FMLA Leave with Other Leave Policies

The FMLA does not affect any federal, state, or local law prohibiting discrimination, or supersede any State or local law that provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA 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.

4-5 LEAVE AND ACCOMMODATION FOR VICTIMS OF DOMESTIC VIOLENCE OR SEXUAL ASSAULT

Employees who have worked for the Company for at least 90 days, and who are the victims of domestic violence or sexual assault or whose family or household member is a victim of domestic violence or sexual assault, may take time off work for up to 160 hours in one (1) 12-month period, beginning on the date when the act of domestic violence or sexual assault occurred (and the employee is NOT the alleged perpetrator of the domestic violence or sexual assault).

Leave under this policy may be taken for the following reasons:

- For the diagnosis, care, or treatment of a health condition related to an act of domestic violence or sexual assault committed against the employee or the employee's family or household member;
- To obtain counseling or assistance related to an act of domestic violence or sexual assault committed against the employee or the employee's family or household member;
- To participate in court proceedings related to an act of domestic violence or sexual assault committed against the employee or the employee's family or household member; or
- To establish a safety plan, including any action to increase the safety of the employee or the employee's family or household member from a future act of domestic violence or sexual assault.

For purposes of this policy, a "family or household member" means a spouse, domestic partner, minor child, or parent or another adult who is related within the first degree of consanguinity or affinity to the employee, or other adult person who is or was actually residing with the employee at the time the act of domestic violence or sexual assault was committed.

For purposes of this policy, "domestic violence" occurs when a person commits one (1) of the following acts against or upon the person's spouse, former spouse, any other person to whom the person is related by blood or marriage, any other person with whom the person is or was actually residing, any other person with whom the person has had or is having a dating relationship, any other person with whom the person has a child in common, the minor child of any of those persons, the person's minor child, or any other person who has been appointed the custodian or legal guardian for the person's minor child:

- a. A battery;
- b. An assault;
- c. Compelling the other person by force or threat of force to perform an act from which the other person has the right to refrain or to refrain from an act which the other person has the right to perform;
- d. A sexual assault;
- e. A knowing, purposeful, or reckless course of conduct intended to harass the other person. Such conduct may include, but is not limited to:

- Stalking;
 - Arson;
 - Trespassing;
 - Larceny;
 - Destruction of private property;
 - Carrying a concealed weapon without a permit; or
 - Injuring or killing an animal.
- f. A false imprisonment; or
- g. Unlawful entry of the other person's residence, or forcible entry against the other person's will if there is a reasonably foreseeable risk of harm to the other person from the entry.

For purposes of this policy, "sexual assault" occurs when a person:

- a. Subjects another person to sexual penetration, or forces another person to make a sexual penetration on themselves or another, or on a beast, against the will of the victim or under conditions in which the perpetrator knows or should know that the victim is mentally or physically incapable of resisting or understanding the nature of the perpetrator's conduct; or
- b. Commits a sexual penetration upon a child younger than the age of 14 years or causes a child younger than the age of 14 years to make a sexual penetration on themselves or another, or on a beast.

Nevada law provides that leave may be unpaid or paid at the discretion of the employer. The Company will permit employees to use any accrued, unused paid time off while taking leave under this policy.

Leave under this policy may be used in a single block of time or intermittently. Leave under this policy also will run concurrently (at the same time) with FMLA leave, if leave is otherwise FMLA-qualifying. Leave under this policy does not extend the time allowable under the "Family and Medical Leave Act" policy in this handbook.

After taking any time off due to an act of domestic violence or sexual assault, employees must provide their manager at least 48 hours advance notice before taking any additional time off under this policy.

The Company may require documentation of the employee's participation in these activities that confirms or supports the reason the employee provided for requesting leave. For example, the Company may require:

- A police report;
- Copy of an application for an order for protection;
- Affidavit from an organization which provides services to victims of domestic violence or sexual assault; or
- Documentation from a physician.

Any documentation requested or received by the Company will be kept confidential in a private medical file (and will not be contained in the general personnel file).

The employee who is the victim of domestic violence or sexual assault (or whose family or household member is such a victim) may request reasonable accommodation with respect to the employee's safety while at work. Reasonable accommodation may include the implementation of safety measures, including a transfer, reassignment, modified schedule, changed work telephone, or any other reasonable accommodation that does not create an undue hardship deemed necessary to ensure the safety of the employee, the workplace, the Company, and other employees.

Eligible employees desiring an accommodation should notify HR by emailing hr@culinarystaffing.com. The Head of Human Resources will then engage in an interactive process with the employee to determine possible effective reasonable accommodations. As part of the interactive process, HR may require the employee to provide appropriate

certification. Employees who no longer need an accommodation must notify HR by emailing hr@culinarystaffing.com of any change in circumstance. Similarly, employees who have been provided an accommodation must notify HR by emailing hr@culinarystaffing.com if the employee requires a new accommodation.

The Company also will not discipline, discriminate, or retaliate against employees because they are a known victim of domestic violence or sexual assault; because they requested and took leave and/or requested accommodation under this policy; or because they participated as a witness or interested party in a court proceeding related to domestic violence or sexual assault that relates to the use of leave under this policy. The Company also will not require employees to find a replacement or substitute to cover their position or work as a condition of using leave under this policy.

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 EXPENSE REIMBURSEMENT

Training and Certifications

Culinary Staffing will reimburse employees for training and certifications while employed at CSS. Any questions regarding this should be directed to HR by emailing your questions to hr@culinarystaffing.com.

Parking and Travel

Culinary Staffing employees must park in the designated areas assigned for each event. If you receive a parking ticket for parking in an area not assigned by the staffing coordinator, CSS may not reimburse the ticket. To avoid this, please follow the parking instructions provided in the GoLive App for the client location where you are scheduled to work. If parking is eligible for reimbursement, this will be indicated, and you must attach the parking receipt to your timesheet when entering your hours in GoLive.

Theft or damage:

Culinary Staffing is not responsible for theft, damage, or loss of personal property while employees are working at client locations or parked in designated areas. Employees are encouraged to lock their vehicles and take appropriate precautions to safeguard personal belongings. Any incidents of theft or damage should be reported immediately to the onsite manager and documented with local authorities.

5-6 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 cel 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.

5-7 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.

5-8 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.

5-9 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.

5-10 SMOKING

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

5-11 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.

5-12 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.

5-13 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.

5-14 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.

5-15 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.

5-16 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 medial 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.

5-17 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.

5-18 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.

5-19 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.

5-20 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.

5-21 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.

5-22 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: _____

RECEIPT OF NON-HARASSMENT POLICY

It is Culinary Staffing's policy to prohibit intentional and unintentional harassment 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, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by Culinary Staffing.

The purpose of this policy is not to regulate our employees' personal morality, but to ensure that no one harasses another individual in the workplace, including while on Company premises, while on Company business (whether or not on Company premises) or while representing the Company. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws are unlawful.

Harassment Defined

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

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, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;

5. propositions or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. 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.

Reporting Procedures

If the employee has been subjected to or witnessed conduct which violates this policy, the employee should immediately report the matter to the Head of Human Resources. If the employee is unable for any reason to contact this person, or if the employee has not received an initial response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact COO. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy.

Investigation Procedures

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All employees must cooperate with all investigations conducted pursuant to this policy.

Retaliation Prohibited

In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the employee has been subjected to any such retaliation, the employee should report it in the same manner in which the employee would report a claim of perceived harassment under this policy.

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

I have read and I understand Culinary Staffing's Non-Harassment Policy. I can view the latest version of the policy by going to <https://www.culinarystaffing.com/human-resources.com>.

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

Date: _____

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