



# EMPLOYEE MANUAL

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## **SECTION 1 - INTRODUCTION**

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This Manual is designed to acquaint you with Cuisine Unlimited and provide you with information about working conditions, benefits, and policies affecting your employment.

The information contained in this Manual applies to all employees of Cuisine Unlimited. Following the policies described in this Manual is considered a condition of continued employment. However, nothing in this Manual alters an employee's status. The contents of this Manual shall not constitute nor be construed as a promise of employment or as a contract between the Company and any of its employees. The Manual is a summary of our policies, which are presented here only as a matter of information.

You are responsible for reading, understanding, and complying with the provisions of this Manual. Our objective is to provide you with a work environment that is constructive to both personal and professional growth.

### **1.1 CHANGES IN POLICY**

This Manual supersedes all previous employee manuals and memos that may have been issued from time to time on subjects covered in this Manual.

However, since our business and our organization are subject to change, we reserve the right to interpret, change, suspend, cancel, or dispute with or without notice all or any part of our policies, procedures, and benefits at any time. We will notify all employees of these changes. Changes will be effective on the dates determined by the Company, and after those dates all superseded policies will be null.

No individual supervisor or manager has the authority to change policies at any time. If you are uncertain about any policy or procedure, speak with your direct supervisor.

These policies are intended to apply everywhere we operate, on or off our premises. In some cases, however, the law of the state, county or local may impose guidelines that are different from those described here. In such a case, we follow the applicable state, county or local law.

### **1.2 EMPLOYMENT APPLICATIONS**

We rely upon the accuracy of information contained in the employment application and the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

### **1.3 EMPLOYMENT RELATIONSHIP**

You enter into employment voluntarily, and you are free to resign at any time for any reason or no reason. Similarly, Cuisine Unlimited is free to conclude its relationship with any employee at any time for any reason or no reason. Following the probationary period, employees are required to follow the Employment Termination Policy.

### **1.4 EMPLOYMENT OF RELATIVES**

The employment of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships.

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.

Relatives of persons currently employed by the Company may be hired only if they will not be working directly for or supervising a relative. Cuisine Unlimited employees cannot be transferred into such a reporting relationship.

If the relative relationship is established after employment, the individuals concerned will decide who is to be transferred. If that decision is not made within 30 calendar days, management will decide.

In other cases 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 terminated from employment.

### **1.5 BACKGROUND CHECKS**

In considering an applicant for hire, we may conduct an investigation of the applicant's background. The investigation may include but is not necessarily limited to, inquiries into the applicant's references and conviction record. A conviction record may but will not automatically bar an applicant from employment. Any investigation of an applicant's conviction record will be restricted to specified convictions reasonably related to fitness to perform the particular job being applied for, unless we determine that it is not practicable to inquire only about specified convictions. The only convictions that will be considered are those for which the date of the conviction or prison release, whichever is more recent, is within seven years of the date of the job application.

### **1.6 PERSONNEL ADMINISTRATION**

Human Resources is responsible for personnel administration. Decisions on hiring, wages and benefits, promotion, demotion, transfer and separation from employment do not go into effect until approved by Human Resources.

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## SECTION 2 - DEFINITIONS OF EMPLOYEES STATUS

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### **“EMPLOYEES” DEFINED**

An “employee” of Cuisine Unlimited is a person who regularly works for the Company on a wage or salary basis. “Employees” may include exempt, non-exempt, regular full-time, regular part-time, and temporary persons, and others employed with the Company who are subject to the control and direction of Cuisine Unlimited in the performance of their duties.

### **EXEMPT**

Employees whose positions meet specific criteria established by the Fair Labor Standards Act (FLSA) and who are exempt from overtime pay requirements. If you are an exempt managerial, administrative, professional or outside sales employee you are paid for the general value of your services, not based on hours worked. You receive a fixed salary (or, in the case of outside salespeople, a salary and/or commissions) for all hours worked, you do not receive overtime pay for working beyond our regular 40 hour workweek, and your pay is not reduced for working less than 40 hours in any workweek or for absences of less than a day. It is expected, however, that exempt employees, to fulfill their job functions.

### **NON-EXEMPT**

Employees whose positions do not meet FLSA criteria and who are paid one and one-half their regular rate of pay for hours worked in excess of 40 hours per week.

### **REGULAR FULL-TIME**

Employees who have completed the 90-day probationary period and who are regularly scheduled to work 30 or more hours per week. Generally, they are eligible for the Company’s benefit package, subject to the terms, conditions, and limitations of each benefit program.

### **REGULAR PART-TIME**

Employees who have completed the 90-day probationary period and who are regularly scheduled to work less than 30 hours per week.

### **TEMPORARY (FULL-TIME or PART-TIME)**

Those whose performance is being evaluated to determine whether further employment in a specific position or with the Company is appropriate or individuals who are hired as interim replacements to assist in the completion of a specific project or for vacation relief. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status until they are notified of a change. They are not eligible for any of the Company’s benefit programs.

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## **SECTION 3 - EMPLOYMENT POLICIES**

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### **3.1 NON-DISCRIMINATION**

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at Cuisine Unlimited will be based on merit, qualifications, and abilities. Cuisine Unlimited does not discriminate in employment opportunities or practices because of race, color, religion, sex, national origin, age or disability.

Cuisine Unlimited will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Employees with questions or concerns about discrimination in the workplace are encouraged to bring these issues to the attention of their supervisor. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in unlawful discrimination will be subject to disciplinary action, including termination of employment.

### **3.2 NON-DISCLOSURE/CONFIDENTIALITY**

The protection of confidential business information and trade secrets is vital to the interests and success of Cuisine Unlimited. Such confidential information includes, but is not limited to, the following examples:

- Compensation data,
- Financial information,
- Marketing strategies,
- Pending projects and proposals,
- Proprietary production processes,
- Personnel/Payroll records, and
- Conversations between any persons associated with the company.

All employees are required to sign a non-disclosure agreement as a condition of employment.

Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, including termination of employment and legal action, even if they do not actually benefit from the disclosed information. Just as we expect you to treat Company information with sensitivity, we handle your personal information with discretion and keep it confidential to the fullest extent possible.

### **3.3 NEW EMPLOYEE ORIENTATION**

Orientation is a formal welcoming process that is designed to make the new employee feel comfortable, informed about the company, and prepared for their position. New employee orientation is conducted by a Human Resources representative, and includes an overview of the company history, an explanation of the company core values, vision, and mission; and company goals and objectives. In addition, the new employee will be given a overview of benefits, tax, and legal issues, and complete any necessary paperwork.

Employees are presented with material and procedures needed to navigate within the workplace. The new employee's supervisor then introduces the new hire to staff throughout the company, reviews their job description and scope of position, explains the company's evaluation procedures, and helps the new employee get started on specific functions.

### **3.4 PROBATIONARY PERIOD FOR NEW EMPLOYEES**

The probationary period for regular full-time and regular part-time employees lasts up to 90 day from date of hire. During this time, employees have the opportunity to evaluate our Company as a place to work and management has its first opportunity to evaluate the employee. During this introductory period, both the employee and the Company have the right to terminate employment without advance notice.

Upon satisfactory completion of the probationary period, a 90 day review will be given and benefits will begin as appropriate. All employees, regardless of classification or length of service, are expected to meet and maintain Company standards for job performance and behavior.

### **3.5 OFFICE HOURS**

Cuisine Unlimited's office is open for business from 9-5 Monday through Friday, except for Holidays.

The standard workweek is 40 hours of work. In the computation of various employee benefits, the employee workweek is considered to begin on Sunday (starting at 12:01 a.m.) through Saturday (ending at 12:00 a.m.), unless a supervisor makes prior other arrangement with the employee. The hours of operation can vary greatly from facility to facility as do typical work days. Also, you may be assigned to work outside of normal business hours and on any day of the week, including Saturdays, Sundays and holidays.

### **3.6 BREAKS AND LUNCH PERIODS**

Federal law does not require lunch periods to be offered. However, we do offer breaks of 10 minutes upon supervisors/captains permission. It is completely up to the discretion of the supervisor when and where breaks are to be taken, if at all. Federal law provides breaks must be paid. Unauthorized extensions of work breaks need not be counted or paid as hours worked since we expressly and unambiguously do not authorized breaks exceeding 10 minutes. Any extension of the break is contrary to the employer's rules, and any extension of the break will be compensated.

Bona fide meal periods of 30 minutes, serve a different purpose than a breaks and, thus, are not work time and are not compensated.

### **3.7 JOB DESCRIPTIONS**

We generally maintain a job description for each position that describes the qualifications for the position and the essential functions of the job. We reserve the right to modify the job description for any position or employee at any time, at our discretion.

### **3.8 PERSONNEL FILES**

Employee personnel files include the following: job application, job description, résumé, records of participation in training events, salary history, records of disciplinary action and documents related to employee performance reviews, coaching, and mentoring.

Personnel files are the property of Cuisine Unlimited, and access to the information is restricted. Management personnel of Cuisine Unlimited who have a legitimate reason to review the file are allowed to do so.

Employees who wish to review their own file should contact the Human Resources Representative. With reasonable advance notice, the employee may review his/her personnel file in Company's office and in the presence of the Human Resources Representative. An employee is not entitled to remove any part of a file or take any part with him/her upon separation of employment. Some sections of the file may not be available to review by the employee.

### **3.9 PERSONNEL DATA CHANGES**

It is the responsibility of each employee to promptly notify their supervisor or Human Resources Department of any changes in personnel data such as:

- Mailing address,
- Telephone numbers,
- Email Address
- Name and number of dependents, and
- Individuals to be contacted in the event of an emergency.

An employee's personnel data should be accurate and current at all times.

### **3.10 INCLEMENT WEATHER/EMERGENCY CLOSINGS**

At times, emergencies such as severe weather, fires, or power failures can disrupt company operations. The decision to close the office will be made by an Executive Officer.

When the decision is made to close the office, employees will receive official notification from their supervisors. All employees should consider it business as usual until notified otherwise.

Time off from scheduled work due to emergency closings will be unpaid for all non-exempt employees. However, if employees would like to be paid, they are permitted to use personal time off (PTO) time if it is available to them.

### **3.11 EMPLOYEE PERFORMANCE REVIEW AND PLANNING SESSIONS**

Supervisors will conduct performance reviews and planning sessions with all regular full-time and regular part-time employees after six months of service. Supervisors may conduct informal performance reviews and planning sessions more often if they choose.

Performance reviews and planning sessions are designed for the supervisor and the employee to discuss his/her current job tasks, encourage and recognize attributes, and discuss positive, purposeful approaches for meeting work-related goals. Together, employee and supervisor discuss ways in which the employee can accomplish goals or learn new skills. The planning sessions are designed for the employee and his/her supervisor to make and agree on new goals, skills, and areas for improvement.

Cuisine Unlimited directly links wage and salary increases with performance. Your performance review and planning sessions will have a direct effect on any changes in your compensation. For this reason among others, it is important to prepare for these reviews carefully, and participate in them fully.

New employees will be reviewed at the end of their probationary periods. After the initial review, the employee will be reviewed according to the regular schedule.

### 3.12 OUTSIDE EMPLOYMENT

Any outside employment must not place you in a position that actually or apparently conflicts with this company's interests. Any business opportunities related to our business that you obtain or learn of while you are employed by us are considered the property of this company.

### 3.13 CORRECTIVE ACTION

Cuisine Unlimited holds each of its employees to certain work rules and standards of conduct. When an employee deviates from these rules and standards, Cuisine Unlimited expects the employee's supervisor to take corrective action.

Corrective action is progressive. That is, the action taken in response to a rule infraction or violation of standards typically follows a pattern increasing in seriousness until the infraction or violation is corrected.

The usual sequence of corrective actions includes an oral warning, a written warning, probation, and finally termination of employment. In deciding which initial corrective action would be appropriate, a supervisor will consider the seriousness of the infraction, the circumstances surrounding the matter, and the employee's previous record.

Though committed to a progressive approach to corrective action, The Company considers certain rule infractions and violations of standards as grounds for immediate termination of employment. These include but are not limited to: theft in any form, drug or alcohol use, insubordinate behavior, vandalism or destruction of company property, being on company property during non-business hours, the use of company equipment and/or company vehicles without prior authorization by Executive Staff, untruthfulness about personal work history, skills, or training, divulging Company business practices, and misrepresentations of the Company to a customer, a prospective customer, the general public, or an employee.

### 3.14 EMPLOYMENT TERMINATION/RESIGNATION/REDUCTION IN FORCE

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are a few examples of some of the most common circumstances under which employment is terminated:

- **Discharge** – involuntary employment termination initiated by the Company.
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- **Resignation** – voluntary employment termination initiated by an employee.
- **Reduction in Force** – involuntary employment termination initiated by the Company for non-disciplinary reasons.

When a non-exempt employee intends to terminate his/her employment with Cuisine Unlimited, he/she shall give the Company at least two (2) weeks written notice. Exempt employees shall give at least four (4) weeks written notice.

Since employment with Cuisine Unlimited is based on mutual consent, both the employee and the Company have the right to terminate employment at will, with or without cause.

**Resignation.** You may resign by giving written (online form) notice of the resignation to your supervisor. Your letter of resignation should state your reason(s) for leaving and when you wish your final day of work to be. We ask that you give us at least two weeks advance notice to assist us in maintaining adequate staffing. Failure to give two weeks' notice will make you ineligible to receive payment for accrued but unused benefits including bonuses, and generally will make you ineligible for rehire. A letter of recommendation will not be provided without a two-week notice.

We reserve the right to determine how a notice period will be completed once your resignation has been tendered. We may allow you to work for some or all of the notice period as long as performance and attitude are satisfactory, or may make your resignation effective immediately.

If you do not report for work as scheduled for two or more workdays without notifying your supervisor of your reason for absence, or if you fail to return to work after we tell you your absence is not authorized, you will be treated as having voluntarily resigned without having given advance notice, unless it is decided you had a good reason for not notifying us.

**Discharge.** A discharge is an involuntary termination of employment that is not due to a reduction in force. In general, discharges should be reviewed by the supervisor with his or her supervisor and the administrative officer over your division before the discharge decision is communicated to the employee. If discharged, wages will be paid within 24 hours. All unused PTO will be paid except where you are found to be in breach of company policy(s), in such a circumstance, it may be forfeited.

**Reduction in Force.** Employees who we notify are released from employment due to a reduction in operations, change of operations, or elimination or change in the duties of a position are considered terminated due to a reduction in force. We will select employees for reduction in force in a fashion that does not discriminate in violation of law. If work becomes available again, we are not obligated to recall terminated employees or inform them of position openings before considering other applicants.

#### **Personal Time Off (PTO)**

Employees may not utilize PTO anytime after providing notice of resignation or during an administrative suspension. If PTO had already been approved, it will be cancelled and credited back to the employee's account.

**Exit Interview.** On their last day of work, departing employees may be required to participate in an exit interview. The subjects to be covered in the exit interview include: (a) return of all company property, including keys, credit cards and employee handbook, (b) review of the employee's confidentiality obligations, (c) review of any outstanding debts, and (d) discussion of the status of fringe benefits, if offered.

Any employee who discontinues employment, regardless of the reason, employment shall return all files, records, keys, and any other materials that are property of Cuisine Unlimited. No final settlement of an employee's pay will be made until all items are returned in appropriate condition. The cost of replacing this company property will be deducted from the employee's final paycheck. Furthermore, any outstanding financial obligations owed to Cuisine Unlimited will also be deducted from the employee's final check.

The employee will be notified of the benefits that may be continued and of the terms, conditions, and limitations.

### **3.15 RESPONSIBILITY TO REPORT**

In an effort to be fair and equal to both employee and employer. It is your responsibility to report to your supervisor any violation of this manual, the law or behavior not in the best interest of this company. Failure to do so constitutes a violation in itself and corrective action may be taken up to and including termination.

### **3.16 HEALTH-RELATED ISSUES**

Employees who become aware of any health-related issue, including pregnancy, should notify their supervisor and Human Resources Representative of health status. This policy has been instituted strictly to protect the employee.

A written "permission to work" from the employee's doctor is required at the time or shortly after notice has been given. The doctor's note should specify whether the employee is able to perform regular duties as outlined in his/her job description.

A leave of absence may be granted on a case-by-case basis. If the need arises for a leave of absence, employees should notify their supervisor and Human Resources Representative.

### **3.17 EMPLOYEE REQUIRING MEDICAL ATTENTION**

In the event an employee requires medical attention, whether injured or becoming ill while at work, the employee's personal physician must be notified immediately. If it is necessary for the employee to be seen by the doctor or go to the hospital, a family member will be called to transport the employee to the appropriate facility. If an emergency arises requiring Emergency Medical Services to evaluate the injury/illness of an employee on-site, the employee will be responsible for any transportation charges. Furthermore, Cuisine Unlimited's employees will not be responsible for transportation of another employee due to liabilities that may occur.

A physician's "return to work" notice may be required.

### **3.18 BUILDING SECURITY/ID CARD**

The last employee, or a designated employee, who leaves the office at the end of the business day assumes the responsibility to ensure that all doors are secure and all appliances and lights are

turned off with exception of the lights normally left on for security purposes. Employees are not allowed on Company property except in the execution of their duties.

Employees will be issued a time card on their first day of employment. The employee will be given thorough instructions on usage and instructions on what to do should a problem occur. It is the policy of Cuisine Unlimited to assure a safe and secure workplace for employees, vendors, clients and visitors, and to protect the property of both the company and its employees, vendors, clients and visitors.

At the request of our venues, please wear your identification badge on site until such time it is appropriate to not display it any longer. It is recommended that you keep it with your person to ensure unrestricted flow throughout the venue. Being that each location is different, the captain will determine that time but it is suggested that it be not be much earlier than guest arrival.

Deposit: Cuisine will require a \$20.00 deposit on your card as collateral which will be deducted from your first payroll check. This deposit is fully refundable upon return of the card. In the event you lose your card, a \$20.00 replacement fee will be assessed for the replacement. To receive your refund, you must return your card directly to the front desk. If you return it to any other person, including your supervisor, you will forfeit your refund.

Our ID card works with two separate and independent systems, the first being building security. Your card will grant you access through our card key system. Your card will work with the employee and warehouse entrances only. Your card will not work on the front door as this is designated for clients. The second system is the time keeping software. This will require you presenting the card to the time clock followed by your fingerprint for confirmation. The two systems are not connected and the failure of one will not affect the other.

### **3.19 INSURANCE ON PERSONAL EFFECTS**

All employees should be sure that their own personal insurance policies cover the loss of anything occasionally left at the office. Cuisine Unlimited assumes no risk for any loss or damage to personal property on or off premises.

### **3.20 SUPPLIES; EXPENDITURES; OBLIGATING THE COMPANY**

Only authorized persons may purchase supplies in the name of Cuisine Unlimited. No employee whose regular duties do not include purchasing shall incur any expense on behalf of the Company or bind it by any promise or representation without written approval.

### **3.21 EXPENSE REIMBURSEMENT**

Expenses incurred by an employee must have prior approval by a supervisor. Reimbursements under \$50.00 will be included in the employee's next regular paycheck. An example of such an expense would include product purchased. If the amount is more than \$50.00, the reimbursement request either on the employee's next regular paycheck or upon employee

request, a manual check to be issued. All completed reimbursement request forms should be turned in to the front desk on the Variance Form.

### **3.22 PARKING**

Employees must park their cars in areas indicated and provided by the Company.

### **3.23 VISITORS IN THE WORKPLACE**

To provide for the safety and security of employees, visitors, and the facilities at Cuisine Unlimited, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps ensure security, decreases insurance liability, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

All visitors must enter through the main reception area, sign-in, and sign-out at the front desk and receive a 'Visitor' badge to wear while on premises. Authorized visitors will be escorted to their destination and must be accompanied by an employee at all times.

### **3.24 IMMIGRATION LAW COMPLIANCE**

Cuisine Unlimited employs only United States citizens and those non-U.S. citizens authorized to work in the United States in compliance with the Immigration Reform and Control Act of 1986.

Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with the Company within the past three years or if their previous I-9 is no longer retained or valid.

### **3.25 EVERIFY**

Cuisine Unlimited will provide the Social Security Administration and, if necessary, the Department of Homeland Security, with information from each new employee's Form I-9 to confirm work authorization.

If the Government cannot confirm that you are authorized to work, Cuisine Unlimited is required to provide you written instructions and an opportunity to contact SSA and/or DHS before taking adverse action against you, including terminating your employment.

Cuisine Unlimited will not use E-Verify to pre-screen job applicants or to re-verify current employees and may not limit or influence the choice of documents presented for use on the Form I-9.

In order to determine whether Form I-9 documentation is valid, this employer uses E-Verify's photo screening tool to match the photograph appearing on some permanent resident and employment authorization cards with the official U.S. Citizenship and Immigration Services' photograph.

### **3.26 FOOD HANDLERS**

Employees working in any area associated with the preparation, delivery or service of food is required to obtain a food handler permit. Employees must have a valid food handler's permit recognized by the Salt Lake County Health Department at all times.

### **3.27 ATTORNEYS' FEES**

Should you default in any of the covenants contained in this policy manual, or in the event a dispute shall arise as to the meaning of any term of this policy manual, and you are the defaulting or non prevailing party you shall pay all costs and expenses, including reasonable attorneys' fees, that may arise or accrue from enforcing any policy, securing an interpretation of any provision of this policy manual, or in pursuing any remedy provided by applicable law whether such remedy is pursued or interpretation is sought by the filing of a lawsuit, an appeal, or otherwise.

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## **SECTION 4 - STANDARDS OF CONDUCT**

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The work rules and standards of conduct for Cuisine Unlimited are important, and the Company regards them seriously. All employees are urged to become familiar with these rules and standards. In addition, employees are expected to follow the rules and standards faithfully in doing their own jobs and conducting the Company's business. Please note that any employee who deviates from these rules and standards will be subject to corrective action, up to and including termination of employment.

While not intended to list all the forms of behavior that are considered unacceptable in the workplace, the following are examples of rule infractions or misconduct that may result in disciplinary action, including termination of employment.

- Theft or inappropriate removal or possession of property;
- Falsification of timekeeping records;
- Working under the influence of alcohol or illegal drugs;
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace;
- Fighting or threatening violence in the workplace;
- Boisterous or disruptive activity in the workplace;
- Negligence or improper conduct leading to damage of company-owned or customer-owned property;
- Insubordination or other disrespectful conduct;
- Violation of safety or health rules;
- Smoking in the workplace;
- Sexual or other unlawful or unwelcome harassment;
- Excessive absenteeism or any absence without notice;
- Unauthorized use of telephones, or other company-owned equipment;
- Using company equipment for purposes other than business (i.e. playing games on computers or personal Internet usage);
- Unauthorized disclosure of business "secrets" or confidential information;
- Violation of personnel policies; and
- Unsatisfactory performance or conduct.

### **4.1 ATTENDANCE/PUNCTUALITY**

The Company expects that every employee will be regular and punctual in attendance. This means being ready to work, at their starting time each day. Absenteeism and tardiness places a burden on other employees and on the Company. Employee must take into account factors such as traffic and weather conditions, road closures, sporting and special event congestion and any other occurrences that may cause delays as they are not an excusable reason for not reporting to your assignment on time.

If you are unable to report for work for any reason, notify your supervisor before regular starting time. You are responsible for speaking directly with your supervisor about your absence. It is

not acceptable to leave a message on a supervisor's voice mail, except in extreme emergencies. In the case of leaving a voice-mail message, a follow-up call must be made later that day. The company phone number is 801-268-2332. Please feel free to use the auto attendant to direct you to our emergency contact information.

Should undue tardiness become apparent, disciplinary action may be required.

If there comes a time when you see that you will need to work some hours other than those that make up your usual work week, notify your supervisor at least seven working days in advance. Each request for special work hours will be considered separately, in light of the employee's needs and the needs of the Company. Such requests may or may not be granted.

#### **4.2 ABSENCE WITHOUT NOTICE**

When you are unable to work owing to illness or an accident, please notify your supervisor. This will allow the Company to arrange for temporary coverage of your duties, and helps other employees to continue work in your absence. If you do not report for work and the Company is not notified of your status, it will be assumed after two days of absence that you have resigned, and you will be removed from the payroll.

If you become ill while at work or must leave the office for some other reason before the end of the workday, be sure to inform your supervisor of the situation.

#### **4.3 HARASSMENT, INCLUDING SEXUAL HARASSMENT AND CONSENSUAL RELATIONSHIPS**

As used in this policy, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.
- (2) submission to or rejection of such conduct by individual is used as basis for or a factor in decisions affecting the individual's employment.
- (3) such conduct has the purpose or effect of unreasonably interfering with an individual's employment or creating an intimidating, hostile, or offensive environment for that individual's employment.

Conduct alleged to be sexual harassment will be evaluated by considering the totality of the particular circumstances, including the nature, frequency, intensity, location, context, and duration of the questioned behavior. Although repeated occurrences generally create a stronger claim, a single occurrence may constitute sexual harassment.

Sexually-related conduct may form the basis of a sexual harassment claim if a reasonable person would consider it sufficiently severe or pervasive to interfere unreasonably with employment performance.

Sexual harassment most often occurs when one person has actual or apparent power or authority over another, but that is not always the case. Sexual harassment may occur between males and females and between persons of the same gender.

Romantic or sexual relationships between a supervisor and employee are generally unwise because of the power imbalance in the relationship. Even when both parties have consented to the development of such relationships, they can raise serious questions about the validity of the consent, conflicts of interest, and unfair treatment of others.

Anyone who enters into a romantic or sexual relationship where a professional power differential exists must realize that if a charge of sexual harassment is subsequently lodged, it will be exceedingly difficult to sustain a defense on grounds of mutual consent. In addition, Utah law may preclude us from defending and indemnifying an employee in such circumstances.

**Reporting Discrimination or Harassment:** A claim under this policy may be brought by any employee, full time or otherwise, based on the conduct of any employee. Human Resource Officer will handle all alleged sexual harassment matters. If you believe that there is or has been sexual harassment you should contact the administrative officer over your division.

Sexual harassment can be a very serious matter having far-reaching effects on the lives and careers of individuals. Thus the charge of sexual harassment is not to be taken lightly by a charging party.

**Confidentiality:** The confidentiality of all parties involved in a sexual harassment complaint or concern shall be respected insofar as it does not interfere with our legal obligation to investigate allegations of misconduct and to take corrective action or as otherwise provided by law.

#### **4.4 ELECTRONIC COMMUNICATION POLICY**

Our electronic communication systems, including email, computer, Internet, fax, phone and voice mail systems, etc. are Company property. These systems, and the information they contain, are provided to help you do your job as well and as easily as possible. All systems are intended for business use. No one may solicit, promote, or advertise any outside organization, product or service through use of the Company's electronic communications systems. Any personal use of the Company's electronic communication systems should be limited or infrequent. It should not interfere with assigned work duties or be disruptive to co-workers. If you have any questions about specific situations, please check with your supervisor.

The Company reserves the right to intercept, copy, monitor, review, and download any communications or files you create or maintain on these systems.

When using any of these systems, including the Internet, do not send materials of a proprietary or sensitive nature or that might contain our confidential information.

The Company holds all your communications and any use of our electronic communication systems to the same standards as all other business communications, including compliance with our anti-discrimination and anti-harassment policies. We expect you to use good judgment in

your use of our electronic communication systems. Notify your supervisor immediately if you receive, or know of anyone else who receives material that may violate our no discrimination and/or no harassment policies, or any other Company policy.

Your understanding, consent, and agreement to comply with these policies is a condition of your employment with this Company. Failure or refusal to abide by these rules or to consent to any lawful monitoring, interception, copying, re-viewing, or downloading of any communications or files can be grounds for discipline, up to and including termination.

#### **4.5 SOCIAL MEDIA GUIDELINES**

Employees who use social media such as blogs, wikis, and social networking sites that may contain postings related to the Company, or its employees or affiliates, must comply with the following guidelines, regardless of where or when the use of social media takes place:

**Use a Disclaimer.** Employees may not speak on behalf of the Company, unless permission is specifically granted by the President. Information shared via social media is the opinion of the employee only - not the Company - and this should be communicated to recipients of the information.

**Abide by the Company's Confidentiality Requirements.** You may not disclose any sensitive, proprietary, or confidential information about the Company. The use of the Company logo, trademarks, or branding is prohibited. You may not post anything related to Company trade secrets, inventions, strategy, financials, products, etc. that has not been made public.

**Abide by the Company's No Discrimination and No Harassment Policies.** While you may question or disagree with Company actions, policies, or management decisions, you should avoid posting material that is discriminatory, harassing or threatening about the Company, its supervisors and employees, and/or affiliates.

**Exercise Caution.** Blogs and other forms of social media communications are individual interactions, not Company communications. Employees may be held personally liable for their posts. Information shared via social media is generally public information that may easily be viewed by Company supervisors, employees and customers.

**Report Concerns.** Your personal or anyone else's blog, wiki, or social networking site is not the appropriate place to make a complaint regarding discrimination, harassment, or safety issues. We encourage employees to report such issues directly to their immediate supervisor, but any employee who is concerned or apprehensive about reporting to his/her direct supervisor may instead report such issue to the Human Resources Director or General Manager.

#### **4.6 COMPUTER ETIQUETTE**

Access to computer systems is a privilege, not a right, and must be treated as such. All users must act honestly, responsibly and respect the rights of others and respect all pertinent license and contractual agreements related to program use. Furthermore, the use of computers to view,

download or participate in pornography, gambling or any other questionable activity, regardless if the law allows, is prohibited.

All programs, files and documents are the property of your employer. If you perform work on a personal computer (lap top or home system) and you are compensated for this time, the work provided is considered to be that of your employer's and should be submitted to your employer in proper format and erased from your personal system

Your employer does not extend any expectation of privacy for use of the computer system. Although steps are taken to protect sensitive information, at times others may intentionally or otherwise view files, document or electronic transmissions. Your employer reserves the right to view or monitor any files, document or electronic transmission without the consent of the user. The intentional downloading, printing or transmitting of company files to prohibited and subject to discipline under Utah state laws.

#### **4.7 CELL PHONES AND DRIVING**

Employees whose job responsibilities include driving and who must use a cell phone for business are expected to refrain from using their phone while driving. Allow voice mail or your passenger to handle calls when possible. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees are strongly encouraged to pull off to the side of the road and safely stop the vehicle before placing or accepting a call.

If acceptance of a call is unavoidable and pulling over is not a safe option,

- Use hands-free devices;
- Use the voice-activated or "speed dial" feature;
- Keep the call short;
- Do not take notes, text message or e-mail while driving;
- Refrain from discussion of complicated or emotional issues; and,
- Keep eyes and attention on the road and both hands free to operate the vehicle.

Special care should be taken in situations;

- When there is moderate to heavy traffic;
- Inclement weather; or,
- Driving in an unfamiliar area.

In situations where employees drive and accept phone calls the Company requires the use of "hands-free" equipment. Under no circumstances are employees allowed to place themselves at risk to fulfill business needs. Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions. Violations of this policy will be subject to discipline, including termination.

**\*\* NEW HIRE SECRET WORD: *WASATCH* \*\***

#### **4.8 USE OF COMPANY PROPERTY**

Many positions are extended the use of company equipment. The employee must maintain proper service as required. Any person utilizing this equipment is responsible for its well being from excessive wear and abuse. Failure to secure and protect company equipment may require reimbursement to the company for damaged or lost equipment.

#### **4.9 PUBLIC IMAGE**

A professional appearance is important anytime that you come in contact with customers or potential customers. Employees should be well groomed and dressed appropriately for our business and for their position in particular.

Standards may vary from position to position due to such factors as the type of work and amount of public contact involved. You are expected to use your good judgment in selecting appropriate clothing. Supervisors are expected to inform employees if acceptable dress or grooming is not being maintained.

Jewelry is limited to the ears or other non-visible parts of the body. Facial jewelry is specifically forbidden in all departments.

Procedure: First occurrence is a warning. Second is a three-day unpaid suspension. Third is termination. Supervisors failing to enforce a dress code policy are subject to suspension for a first violation and termination for any subsequent.

#### **4.10 DRUG AND SMOKE FREE WORKPLACE**

It is our policy to maintain a drug-free workplace to establish, promote and maintain a safe and healthy environment for employees, guests and our clients. It shall be a violation of this policy for any individual to engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance at the work place, including being under the influence or impaired at the work place, while engaged in company business on or off premises, or in any manner that violates criminal drug statutes. Unauthorized use or possession of alcohol at the work place, including being under the influence or impaired by alcohol at the work place, or while engaged in company business on or off premises is also prohibited by establishing a program to determine whether individuals are engaged in substance abuse, the company seeks to prevent the risks associated with such abuse.

Smoking on company property, other than in designated smoking areas, or in a company vehicle is prohibited. Employees are required to remove aprons and/or chef jackets prior to smoking and to wash your hands thoroughly prior to adorning your apron and/or jacket. Event staff are prohibited from smoking anytime during before or during an event. Under special circumstances permission may be granted for a smoke break by an Officer of the Company.

#### 4.11 GROUNDS FOR TESTING

**Applicant Testing:** A drug and alcohol test may be administered to individuals applying for management positions, once the applicant has received a conditional offer of employment. Individuals transferring to a management position may be tested prior to transfer.

**Reasonable Suspicion:** A drug test may be administered to an individual when a supervisor and the HR Officer, after reviewing the facts and circumstances, that it is more likely than not the individual has engaged in conduct that violates this policy. Reasonable suspicion of drug and/or alcohol use may be based on: (1) observable phenomena, such as direct observation of drug use or possession and/or the physical symptoms of being under the influence of a drug or alcohol; (2) a pattern of abnormal conduct or erratic behavior; (3) information provided by reliable and credible sources regarding the covered individual's violation of this policy; or (4) newly discovered evidence that the employee tampered with a previous drug test. All employees tested under this provision shall be placed on administrative leave pending the results and review of the drug test by the HR Officer.

**Random Test:** A drug or alcohol test may be administered to all employees at an event when the test is administered. In such a case, the person administering the test will blow first to verify the breathalyzer shows 0.000. Each employee will blow and the results noted on the captain sheet.

In the event a field test shows positive for alcohol, the employee will be required to submit to a formal drug and alcohol test performed by a certified agency at the employers expense. If the employee refused to take the certified test, they in effect are tendering their immediate resignation.

**Return to Work Agreements:** A drug and/or alcohol test may be required before a covered individual returns to work after engaging in conduct prohibited by this policy.

**Post-Accident Testing:** Any employee involved in an on-the-job accident or injury event will be asked to submit to a drug and/or alcohol test. "Involved in an on-the-job accident or injury" means not only the one who was injured, but also any employee who potentially contributed to the accident or injury event in any way.

If an employee is tested for drugs or alcohol outside of the employment context and the results indicate a violation of this policy, the employee may be subject to appropriate disciplinary action, up to and possibly including discharge from employment. In such a case, the employee will be given an opportunity to explain the circumstances prior to any final employment action becoming effective.

**Agency Directives:** Individuals may be tested as required or requested by state or federal agencies.

Procedure: If an employee is reported of suspected of being under the influence of alcohol or substance, the supervisor should establish if Reasonable Suspicion has been established. If in the supervisors judgment, the individual may be impaired, the following course of action should be taken:

If employee is off-site at an event:

1. Contact a manager and request the portable Breathalyzer
2. Upon arrival, the person administering the test will blow first with witnesses to establish a baseline.
3. All employees of the event (within reason) will take the test.
4. If any employee shows signs of intoxicant via the Breathalyzer or obvious impairment due to substance, they will have the option of submitting to a higher level of drug or alcohol test provided by an established testing facility at the employer's expense. If they refuse, they will be immediately suspended until further review by HR can take place.
5. If an employee refuses, terminates their relationship with the company or wants to leave, they should be strongly encouraged to not operate a motor vehicle. If they insist on operating a vehicle and it is the opinion of the supervisor that they are a danger to the public, a call to law enforcement is suggested. At no time should this person be detained.
6. If any employee wishes to take the test, Aaron must be notified to coordinate the testing staff to meet with the employee. Results of the test will be reviewed with the employee.

If the employee is at a company owned or operated location:

1. Contact a manager and request the portable Breathalyzer
2. Upon arrival, the person administering the test will blow first with witnesses to establish a baseline.
3. Employee suspected of impairment will be privately tested.
4. If employee shows signs of intoxicant via the Breathalyzer or obvious impairment due to substance, they will have the option of submitting to a higher level of drug or alcohol test provided by an established testing facility at the employer's expense. If they refuse, they will be immediately suspended until further review by HR can take place.
5. If an employee refuses, terminates their relationship with the company or wants to leave, they should be strongly encouraged to not operate a motor vehicle. If they insist on operating a vehicle and it is the opinion of the supervisor that they are a danger to the public, a call to law enforcement is suggested. At no time should this person be detained.
6. If any employee wishes to take the test, Aaron must be notified to coordinate the testing staff to meet with the employee. Results of the test will be reviewed with the employee.
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#### **4.12 SOLICITATION AND DISTRIBUTION OF LITERATURE**

To avoid disruption of the workflow and potential embarrassment for our employees, you are prohibited from distributing literature or soliciting employees during work time or in work areas. In addition, no one outside is allowed on the premises at any time for these or related purposes.

#### **4.13 OUTSIDE EMPLOYMENT**

Any outside employment must not place you in a position that actually or apparently conflicts with this company's interests. Any business opportunities related to our business that you obtain or learn of while you are employed by us are considered the property of this company.

#### **4.14 GIFTS**

You may not directly or indirectly solicit or accept personal fees or commissions in connection with our business. You may not solicit gifts or gratuities from our customers, suppliers or anyone else doing business with us.

Employees may not knowingly receive, accept, take, seek, or solicit, directly or indirectly, for themselves or another person, gifts that may influence another employee, client, vendor, or affiliates of the company to depart from the faithful and impartial discharge of their duties or relationships with the company.

Any gifts provided to you must be reported to the CEO for review of conflict of interest or liability to the company. If no conflicts or liability can be found, then the employee may retain the item. Administrative override is the only exception that would allow the acceptance or solicitation of gifts.

#### **4.15 TRAFFIC AND PARKING TICKETS**

You, as the driver of any vehicle, Company or otherwise, are responsible for any speeding or parking tickets you may receive. As described in this section you are responsible for following all local, state and federal laws as well as any city or state ordinances in effect in your area. All employees are expected to be courteous drivers at all times. In the event that you receive a ticket for a non-moving vehicle violation in a company vehicle and the company was found to be at fault, (i.e. expired registration, missing city sticker) the company will take responsibility for it.

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## SECTION 5 - COMPENSATION POLICIES

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### 5.1 WAGE OR SALARY INCREASES

Each employee's hourly wage or annual salary will be reviewed at least once each year. The employee's review date will usually be conducted on or about the anniversary date of employment or the date of the previous compensation review. Such reviews may be conducted more frequently for a newly created position, or based on a recent promotion.

Increases will be determined on the basis of performance, adherence to company policies and procedures, and ability to meet or exceed duties per job description and achieve performance goals.

Although the Company's salary ranges and hourly wage schedules will be adjusted on an ongoing basis, Cuisine Unlimited does not grant "cost of living" increases. Performance is the key to wage increases in the Company. A performance review must be done on any employee who is requesting a increase in compensation, which in turn will be review by a committee.

Cuisine Unlimited reserves the right to suspend annual wage or salary increases.

### 5.2 TIMEKEEPING

Accurately recording time worked is the responsibility of every non-exempt employee. Time worked is the time actually spent on a job(s) performing assigned duties. You must record the number of regular and overtime hours that you work each day of the week by utilizing the electronic time clock provided. Exempt employees are required to document their hours using the time clock for purpose of department labor budget and allocation. In the event that you neglect to clock "in" and/or "out" you must submit your written time to our payroll department bearing your supervisors signature. Additionally, you will be accessed a \$2.00 service fee for each occurrence, with the exception that you started or ended your shift at an off-premises location, inability to properly scan finger (injury), equipment failure or any other reason deemed acceptable.

Cuisine Unlimited does not pay for extended breaks or time spent on personal matters.

The time clock is a legal instrument. Altering, falsifying, tampering with time records, or recording time on another team member's time record will result in disciplinary action, including termination of employment and/or legal action.

No adjustment will be made to an employee's timecard without acknowledgment. The *Variance Form* is the method used to convey such changes. This form must be filled out accurately and completely including a full name, date and signature. Failure to complete the form accurately, may delay its process and your compensation.

### 5.3 OVERTIME

Overtime compensation is paid to non-exempt employees in accordance with federal and state wage and hour restrictions. Overtime is payable for all hours worked over 40 per week at a rate of one and one-half times the non-exempt employee's regular hourly rate. Time off on personal time, holidays, or any leave of absence will not be considered hours worked when calculating overtime. In addition, vacation time does not constitute hours worked.

All overtime work performed by an hourly employee must receive the supervisor's prior authorization. Overtime worked without prior authorization from the supervisor may result in disciplinary action.

### 5.4 PAYDAYS

Paychecks are issued every other Friday. This is known as the **Pay Date**. The **Pay Period**, is the two full weeks (Sunday – Saturday) prior to the pay date. Checks are distributed via direct deposit only. In the event this day falls on a holiday, checks will be distributed the previous business day.

All employees are required to have direct deposit through the ADP payroll system. Paper checks will not be issued for payroll. Employee pay records are available to an employee through the ADP system and can be access for up to three years.

Although we try to be accurate in our payroll records, occasionally you may be paid more or less than you should. If you fail to receive earned pay through error on our part, a corrected check will be processed the next business day or the first day an authorized signer is available. If the error is due to fault of the employee, funds will be reimbursed on the next payroll.

If your paycheck is more than it should be, we will make a corresponding deduction from your next paycheck. In the event that your last check has an overpay error, immediate return of these funds is expected. Failure to do so will be considered to be theft and handled accordingly.

Each employee will be issued a W-2 through the ADP payroll system. The company does not keep a copy on file.

## **5.5 EXPENSE REIMBURSEMENT**

Employees will be reimbursed for reasonable authorized business expenses, after they submit an expense report or variance with complete supporting documentation to Human Resource through the online system. A falsified expense report or variance may result in immediate discharge.

## **5.6 MILEAGE REIMBURSEMENT**

This policy is to outline the standard mileage reimbursement procedures for employees when driving on Employers business. At no time is an employee required to use their personal vehicle and if doing so, agree to accept the mileage reimbursement rate of .30¢ per mile.

This mileage allowance is in lieu of actual expenses for gasoline, oil, repairs, tags, insurance, and depreciation. Therefore, actual expenses for those items will not be reimbursed when your personal vehicle is used for business.

It is the personal responsibility of the vehicle owner to carry adequate insurance coverage for their protection and for the protection of any passengers. The owner/operator of the vehicle takes full responsibility for their passengers and or goods being transported.

For employees driving their personal vehicle, map mileage is reimbursable. Mileage is measured from Cuisine Unlimited to the point of the event.

Parking fees, tolls, and storage fees are reimbursable when the required receipts are obtained and a variance is submitted.

Employees are entitled to transportation compensation when using their personal vehicle when any the following conditions are met: 1) Company vehicles should be utilized. 2) The employee also transports other employees. 3) Is related to an event and authorized. Employees will not be compensated for mileage when starting/ending their workday from an event location regardless if they transported other employees.

## **5.7 VACATIONS OR TIME OFF**

Our vacation policy is designed to refresh and invigorate our employees with time away from the job. In order for us to prepare for time off, we require written notice be submitted to your supervisor for approval not less than two weeks prior to departure.

In the event that we do not receive the proper paperwork for a planned event 2 weeks prior to the date of departure, you may not be approved for this time off.

If an unforeseen event arises requiring you to have time off (funeral, emergency medical visits...) you still must request the required time off in writing. Time off will be approved on an event by event basis. Excess time or frequent time off will weigh heavily in this case.

## **5.8 GARNISHMENTS**

If such a legal proceeding has been imposed by a court of law upon your paycheck, we are required to retain monies as indicated by the court order. Monies will be held by us upon receipt of garnishment until a court order is issued indicating satisfaction of the indebtedness or until order to surrender the monies to the court or its agent. Garnishments or threat of garnishments are expensive and should be avoided. Cuisine Unlimited charges a \$15.00 processing fee per check that has a garnishment attached.

## **5.9 ADVANCES**

For time to time, the Company may advance an employee funds against worked hours. This benefit is intended to be used sparingly for unforeseen emergencies that may arise. Cuisine Unlimited charges a processing fee in the greater of \$20.00 or 10% of the amount advanced.

## **5.10 PERFORMANCE REVIEWS**

Employee will have a review at ninety days, six months and then annually upon or around the anniversary date.

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## **SECTION 6 - BENEFITS AND SERVICES**

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Cuisine Unlimited offers a benefits program for its regular full-time and regular part-time employees. However, the existence of these programs does not signify that an employee will necessarily be employed for the required time necessary to qualify for the benefits included in and administered through these programs.

### **6.1 GROUP INSURANCE**

Cuisine Unlimited offers the following health and life insurance programs for REGULAR FULL-TIME employees (as determined by the carrier of the policies).

#### **HEALTH, DENTAL AND VISION INSURANCE**

- Select Health Small Employer Plan
- Cuisine Unlimited will pay 50% of the employees premium on the Select Value Plan.
- The remainder of the premium will be deducted from the employees checks
- Employee is eligible for coverage after 60 days of employment.

This Manual does not contain the complete terms and/or conditions of any of the Company's current insurance benefit plans. It is intended only to provide general explanations. If there is ever any conflict between the Manual and any documents issued by one of the Company's insurance carriers, the carrier's guideline regulations will be regarded as authoritative.

Please see the Human Resource Officer for plan information.

### **6.2 COBRA BENEFITS**

The Federal Consolidated Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the Company's health plan when a "qualifying event" would normally result in the loss of eligibility.

Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or leave of absence, divorce or legal separation and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at Cuisine Unlimited's group rates plus an administration fee. The Company provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the health insurance plan. The notice contains important information about the employee's rights and obligations.

### **6.3 SOCIAL SECURITY/MEDICARE**

Cuisine Unlimited withholds income tax from all employees' earnings and participates in FICA (Social Security) and Medicare withholding and matching programs as Unemployment and matching FICA as required by law.

### **6.4 SIMPLE IRA**

The Simple Investment Retirement Account (Simple IRA) plan offers Cuisine Unlimited employees a unique opportunity for savings, financial growth and favorable tax treatment.

The IRA plan helps contributors save in several ways:

- Gross taxable income is reduced
- Cuisine Unlimited makes a matching contribution of the employees' contributions
- Convenience of payroll deduction (amount you choose)

The Simple IRA plan is administered through an Investment firm and managed externally by Whittenberg Group. Cuisine Unlimited makes matching contributions equal to 100% of Elective Deferrals that does not exceed 3% (and not less than 1%) of annual compensation.

Eligibility occurs after 3 months of continuous employment for regular full-time employees.

### **6.5 PERSONAL TIME OFF**

Personal Time Off (PTO) is available to regular full-time employee.

PTO is calculated on the number of hours worked but cannot be used in the first 60 days of employment.

First Year employees earn PTO at a rate of .019 per hour (40 Hours)

All other employee earn PTO at a rate of .038 per hour (80 Hours)

PTO will roll-over from year to year and does not expire. The company does reserve the right to limit the amount of PTO accrued and pay it out as needed. That limit is currently 120 hours.

## **6.7 HOLIDAYS**

Cuisine Unlimited observes the following paid holidays, if worked:

- New Year's Eve
- Thanksgiving Day
- Christmas Day

## **6.8 JURY DUTY/MILITARY LEAVE**

Employees will be granted time off to serve on a jury or military leave without pay. However, all regular employees both full-time or part-time will be kept on the active payroll until their civic duties have been completed. A copy of the jury duty summons and all other associated paperwork are required for the personnel file.

## **6.9 COMPENSATED FOOD**

As a benefit to the employees, we provide several selected food items for consumption without a cost to you. This benefit is to be utilized only while on duty. To package these foods items for later consumption is prohibited. Family members, temporary staff or friends are not permitted to consume these products for free. Leftover food from an event is not available for employee consumption. This product is to be stored appropriately and not taken from the premises. An Executive Officer can give permission for leftover to be distributed. Captains do not have this authority.

## **6.10 PRODUCT FOR PURCHASE**

Employees are able to purchase finished product at a 10% discount. Leftovers can be purchased at this same discount but may be at a reduced price as determined by the Executive Chef.

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## **SECTION 7 - EMPLOYEE COMMUNICATIONS**

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### **7.1 CONTACTS WITH INVESTIGATORS**

If someone is taking legal action against us or thinking about taking legal action against us, their lawyer or investigator might contact you seeking information about the dispute. Keep in mind that responses to these kinds of inquiries have the potential for involving both of us in a lawsuit.

If you are contacted by a lawyer or investigator, inform your supervisor immediately. You may not provide information to the inquirer until we have decided whether you are a managerial or non-managerial employee for purposes of the inquiry. Whether you are managerial or non-managerial for this purpose will depend on the particular dispute involved.

If it is determined that you are a managerial employee, any response to this type of inquiry will be prohibited. If it is determined you are a non-managerial employee, you will not be prohibited from providing information, but likewise you will be free to choose not to talk to the attorney or the investigator. If you decide to talk with the attorney or investigator, we ask that we be given the opportunity to have a representative present so there will be less risk of misunderstandings about what was said. Either way, we will have legal representation available to you.

If you have any questions about this policy, please contact your supervisor.

### **7.2 AUTHORIZED SIGNATURE**

Official documents may only be signed by an Executive Officer, except, for the purpose of accepting a delivery. Otherwise, all inquiries must be directed to your Executive Officer. Signing for any delivery where inventory is accepted becomes the responsibility of the signer to check for quality and quantity of the delivery

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## **SECTION 8 - SAFETY AND HEALTH**

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### **8.1 MEDICAL EXAMINATIONS**

Some offers of employment may be contingent upon the satisfactory completion of a medical examination that may include but is not necessarily limited to alcohol and drug screenings and that will be conducted by a physician we designate. Pre-employment testing, other than drug testing, is conducted only after an offer of employment has been extended.

In addition, after hire, if you have been or are under the care of a physician, we may require, when we deem appropriate, that you have your physician provide us with information regarding your fitness for work. In addition, we may require medical examinations by a physician we designate, including alcohol and drug screenings, when we deem appropriate, including to determine your fitness for duty. These examinations will be conducted at times we specify and will be paid for by us.

### **8.2 ON THE JOB INJURIES AND ACCIDENTS**

No matter how insignificant an injury may seem at the time, notify your supervisor immediately if you suffer any injury while on the job. Utah Workers Comp report form must be filled out at the time of injury.

### **8.3 VEHICLE ACCIDENTS**

You as an employee, have an obligation to report promptly and in writing the circumstances of any accident or liability incident that you may be involved, or of which you witness or have knowledge of. In the event that an accident occurs and you, or others with knowledge of it, fail to report it immediately we may apply corrective action, up to and including immediate discharge.

We, as a company, agree to maintain vehicle insurance and you, as an employee, are responsible for the vehicle in your possession.

### **8.4 WEAPONS**

No firearms, explosives, explosive devices, or any unlawful weapons of any kind are permitted at any time on company property unless:

1. In the possession of a peace officer.
2. Locked within a private vehicle.
3. In the possession of a current and Concealed Firearm Permit Holder and
  - The firearms remains holstered at all time; and
  - The firearm is completely concealed from view and not displayed, discussed, or displayed to others.

Employees, including CCW holders, are prohibited from possession of a firearm at any off premises job site unless in the performance of their duty or authorized by Human Resource.

### **8.5 SAFETY RULES**

Your health and well-being are as important to us as they are to you. Your manager is responsible for training you to perform your work in the safest possible manner. You will be taught safety requirements specific to your job. By obeying all safety rules for the facility in which you work, and the following guidelines, you should be able to enjoy your work without injury.

- Wipe any spill dry immediately.
- Immediately pick up anything you drop on the floor, or any foreign object you see.
- If you must walk on wet, slippery floors, Walk slowly, using shorter steps.
- Wear shoes with slip-resistant soles.
- Keep to the right when passing.
- Watch where you are going at all times, and especially through doorways, busy aisles, and around corners.
- Sweep up, DON'T PICK UP, broken glass.
- Always ask for instructions before using equipment that you are not familiar with.
- Get help lifting heavy objects. Ask your supervisor for instruction if you do not know proper lifting techniques.
- Use a ladder, not a box or chair, to reach high places.
- Don't take any unnecessary risks in the performance of your job. If you are in doubt, or need assistance, ASK!

If you are injured at work, You must notify your manager immediately! We need to obtain necessary medical attention for you and notify our Worker's Compensation Insurance carrier of your accident.

## **8.6 ROBBERY OR ATTEMPTED ROBBERY**

In the event that any location experiences a robbery or attempted robbery, all employees are to comply with any demands that the perpetrator may request that are within reason. Acting within reason is defined as to not subject yourself or others to additional harm. All employees are to make every effort to obtain as much information about the perpetrators as possible without exposing themselves or others to harm. After such an event, employees are to notify the proper authorities and attend to anyone that may need assistance. Only after those requiring assistance are being attended to, the area is secure and the proper authorities have been notified are you to contact your Executive Officer and notify them of the incident. All employees will be expected to remain on scene until the investigation is completed and you are excused by a supervisor.

## **8.7 DRIVERS**

All employees driving a company vehicle must be over the age of 21 with a current valid drivers license. Permission can be granted to a person under the age of 21 to drive a company vehicle by an Executive Officer. Do not ever attempt to operate a vehicle if you are not completely confident in your ability to operate it safely.

Only properly trained and authorized employees may operate the 18' and 24' box trucks.