

# **VENTURA'S OFFSHORE CAFE EMPLOYEE HANDBOOK**

## **Welcome to Ventura's Offshore Cafe!**

Starting a new job is exciting, but at times can be overwhelming. This Employee Handbook has been developed to help you become acquainted with our company and answer many of your initial questions.

As an employee of Ventura's Offshore Cafe, you are very important. Your contribution cannot be overstated. Our goal is to provide the finest-quality services to our customers and to do so more efficiently and economically than our competitors. By satisfying our customers' needs, we ensure they will continue to do business with us and will recommend us to others.

You are an important part of this process because your work directly influences our company's reputation.

We are glad you have joined us, and we hope you will find your work to be both challenging and rewarding.

Sincerely,

Lou DiVentura  
Owner

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# The Way We Work

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## A Word About This Handbook

This Employee Handbook contains information about the employment policies and practices of the company. We expect each employee to read this Employee Handbook carefully, as it is a valuable reference for understanding your job and the company. The policies outlined in this Employee Handbook should be regarded as management guidelines only, which in a developing business will require changes from time to time. The company retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the company. This Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements.

The company complies with federal and state law and this handbook generally reflects those laws. The company also complies with any applicable local laws, even though there may not be an express written policy contained in the handbook.

Except for the policy of at-will employment, the company reserves the right to revise, delete and add to the provisions of this Employee Handbook at any time without further notice. All such revisions, deletions or additions to the Employee Handbook must be in writing and must be signed by the GM of the company. No oral statements or representations can change the provisions of this Employee Handbook.

The provisions of this Employee Handbook are not intended to create contractual obligations with respect to any matters it covers. Nor is this Employee Handbook intended to create a contract guaranteeing that you will be employed for any specific time period. Any agreement to employment for a specified period of time

will be put into writing and signed by the GM of the company.

Nothing in this Employee Handbook is intended to unlawfully restrict an employee's right to engage in any of the rights guaranteed them by Section 7 of the National Labor Relations Act, including but not limited to, the right to engage in concerted protected activity for the purposes of their mutual aid and/or protection. Nothing in this Employee Handbook will be interpreted, applied or enforced to interfere with, restrain or coerce employees in the exercise of Section 7 rights.

**OUR COMPANY IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS EMPLOYEE HANDBOOK, EITHER YOU OR THE COMPANY MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS EMPLOYEE HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE OR REPRESENTATIVE OF THE COMPANY IS AUTHORIZED TO ENTER INTO AN AGREEMENT—EXPRESS OR IMPLIED—WITH ANY EMPLOYEE FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME UNLESS SUCH AN AGREEMENT IS IN A WRITTEN CONTRACT SIGNED BY THE GM OF THE COMPANY.**

This Employee Handbook refers to current benefit plans maintained by the company. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Those documents are controlling.

Likewise, if a written contract is inconsistent with the Employee Handbook, the written contract is controlling.

## Building for the Future

As with any business, revenues are an absolute necessity for maintaining jobs and building for the future. Rather than look at generating sales and revenue as an "undesirable task", we look at it as a "must" situation. How do we continue to generate revenues to ensure a secure future and continued opportunities for all employees? With teamwork. Together we must meet the challenges we face on a daily basis.

In general, we have mentioned benefits, responsibilities and operations. We have saved the most crucial component of this business for last -- You.

At all times, you represent the company, and it is up to each one of you to take this responsibility seriously. Our company exists with your joint efforts. Don't underestimate your contribution to it. A great many people outside the business who invest their time, money and faith in us are part of that equation. They are our customers. They will determine how fast we grow, how many people we will employ, how much service we render and the profit we make. In order to retain these customers, we want to ensure that our good service continues by always giving our customers the best possible value and quality. Working together and working well provides us with a bright future and with the most important commodity, a good reputation.

## **Total Quality Management**

Our company is committed to Total Quality Management (TQM). We feel that not only do our customers benefit from this effort but so do our employees. All employees are expected to participate in TQM.

You are encouraged to offer ideas and/or constructive criticism to your supervisors or managers. We also encourage you to take part in project teams or problem-solving teams and cost reduction projects. Your participation in continuous improvement is essential to the success of the company.

## **Equal Employment Opportunity**

Our company is committed to equal employment opportunity. We will not discriminate against employees or applicants for employment on any legally-recognized basis ["protected class"] including, but not limited to: race; color; religion; genetic information; national origin; sex; pregnancy, childbirth, or related medical conditions; age; disability; citizenship status; uniform servicemember status; or any other protected class under federal, state, or local law.

In New Jersey, the following also are a protected class: race; creed; color; national origin; ancestry; age; marital status (including persons who are single, married, declared that they will marry, separated, initiated divorce proceedings, or who have obtained a divorce); domestic partnership status; civil union status; affectional or sexual orientation; gender identity or expression; genetic information; sex; pregnancy; atypical hereditary cellular or blood trait; nationality; refusing to submit to a genetic

test or make available the results of a genetic test to an employer; disability; liability for service in the U.S. military; religious practice or observance; an individual's status as a smoker or non-smoker; and for displaying the American flag on the employee's person or work station, as long as the display does not substantially and materially interfere with the employee's job duties.

You may discuss equal employment opportunity related questions with the Restaurant Manager or any other designated member of management.

## **Pregnancy Accommodation**

The company will provide reasonable accommodations to female employees related to pregnancy, childbirth, or related medical conditions, to the extent the accommodation can be made without imposing an undue hardship on the business.

When an employee requests a reasonable accommodation, the company will explore with the employee the possible means of providing the reasonable accommodation, which may include, but are not limited to:

- allowing more frequent breaks or periodic rest;
- // // // // // ting with manual labor;
- modifying job duties;
- modifying work hours/schedules;
- temporary transfer to a less strenuous or less hazardous position; or
- providing a leave of absence.

The company may require the employee to provide a certification in connection with a request for reasonable accommodation that includes the following:

- the date the reasonable accommodation became medically advisable;
- the probable duration of the reasonable accommodation; and
- an explanatory statement as to the medical advisability of the reasonable accommodation.

If leave is provided as a reasonable accommodation, such leave may run concurrently with the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

For more information, or if you require an accommodation, please contact the Restaurant Manager.

## **Americans with Disabilities Act**

Our company is committed to providing equal employment opportunities to qualified individuals with disabilities. This may include providing reasonable accommodation where appropriate in order for an otherwise qualified individual to perform the essential functions of the job. It is your responsibility to notify the Restaurant Manager of the need for accommodation. Upon doing so, the Restaurant Manager may ask you for your input or the type of accommodation you believe may be necessary or the functional limitations caused by your disability. Also, when appropriate, we may need your permission to obtain additional information from your physician or other medical or rehabilitation

professionals. The company will not seek genetic information in connection with requests for accommodation. All medical information received by the company in connection with a request for accommodation will be treated as confidential.

## **A Word About our Employee Relations Philosophy**

We are committed to providing the best possible climate for maximum development and goal achievement for all employees. Our practice is to treat each employee as an individual. We seek to develop a spirit of teamwork; individuals working together to attain a common goal.

In order to maintain an atmosphere where these goals can be accomplished, we provide a comfortable and progressive workplace. Most importantly, we have a workplace where communication is open and problems can be discussed and resolved in a mutually respectful atmosphere. We take into account individual circumstances and the individual employee.

We firmly believe that with direct communication, we can continue to resolve any difficulties that may arise and develop a mutually beneficial relationship.

## **No Harassment**

We prohibit harassment of one employee by another employee, supervisor or third party for any reason based upon an individual's race; color; religion; genetic information; national origin; sex (including same sex); pregnancy, childbirth, or related medical conditions; age; disability; or any other category protected under federal, state, or local law ("protected class").

In New Jersey, the following also are a protected class: race; creed; color; national origin; ancestry; age; marital status (including persons who are single, married, declared that they will marry, separated, initiated divorce proceedings, or who have obtained a divorce); domestic partnership status; civil union status; affectional or sexual orientation; gender identity or expression; genetic information; sex; pregnancy; atypical hereditary cellular or blood trait; nationality; refusing to submit to a genetic test or make available the results of a genetic test to an employer; disability; liability for service in the U.S. military; religious practice or observance; an individual's status as a smoker or non-smoker; and for displaying the American flag on the employee's person or work station, as long as the display does not substantially and materially interfere with the employee's job duties.

**Violation of this policy will result in disciplinary action, up to and including immediate discharge.**

If you have any questions about what constitutes harassing behavior or what conduct is prohibited by this policy, please discuss the questions with a member of management or one of the contacts listed in this policy. At a minimum, the term "harassment" as used in this policy includes any of the following activities pertaining to an individual's protected class:

- Offensive remarks, comments, jokes, slurs, threats, or verbal conduct.
- Offensive pictures, drawings, photographs, figurines, writings, or other graphic images, conduct, or communications, including text messages, instant messages, websites, voicemails, social media postings, e-mails, faxes, and copies.
- Offensive sexual remarks, sexual advances, or requests for sexual favors regardless of the gender of the individuals involved; and
- Offensive physical conduct, including touching and gestures, regardless of the gender of the individuals involved.

We also absolutely prohibit retaliation, which includes: threatening an individual or taking any adverse action against an individual for (1) reporting a possible violation of this policy, or (2) participating in an investigation conducted under this policy.

All members of management are covered by this policy and are prohibited from engaging in any form of harassing, discriminatory, or retaliatory conduct. No member of management has the authority to suggest to any applicant or employee that employment or advancement will be affected by the individual entering into (or refusing to enter into) a personal relationship with any member of management, or for tolerating (or refusing to tolerate) conduct or communication that might violate this policy. Such conduct is a direct violation of this policy.

Even non-employees are covered by this policy. We prohibit harassment, discrimination, or retaliation of our employees in connection with their work by non-

employees. Immediately report any harassing or discriminating behavior by non-employees, including vendors, customers, and employees of contractors or subcontractors. Any employee who experiences or observes harassment, discrimination, or retaliation should report it using the steps listed below.

**If you have any concern that our No Harassment policy may have been violated by anyone, you must immediately report the matter. Due to the very serious nature of harassment, discrimination and retaliation, you must report your concerns to (one of) the individual(s) listed below:**

1. Lou DiVentura, General Manager at (609) 641-5158 or 2015 Shore Rd., Northfield, NJ 08225-2125.
2. Jamie Franzoni, Restaurant Manager at (609) 641-5158 or 2015 Shore Rd., Northfield, NJ 08225-2125.

If an employee makes a report to any person listed above and that person either does not respond or does not respond in a manner the employee deems satisfactory or consistent with this policy, the employee is required to report the situation to one of the other persons on the list above to receive complaints.

**You should report any actions that you believe may violate our policy no matter how slight the actions may seem.**

We will investigate the report and then take prompt, appropriate remedial action. The company will protect the confidentiality of employees reporting suspected violations to the extent possible consistent with our investigation.

**You will not be penalized or retaliated against for reporting improper conduct, harassment, discrimination, retaliation, or other actions that you believe may violate this policy.**

We are serious about enforcing our policy against harassment. Persons who violate this or any other company policy are subject to discipline, up to and including discharge. We cannot resolve a potential policy violation unless we know about it. You are responsible for reporting possible policy violations to us so that we can take appropriate actions to address your concerns.

## **Categories of Employment**

**INTRODUCTORY PERIOD:** Full-time and part-time regular employees are on an introductory period during their first 30 days of employment. The introductory period for part-time employees is 90 days of employment.

During this time, you will be able to determine if your new job is suitable for you and the Restaurant Manager will have an opportunity to evaluate your work performance. However, the completion of the introductory period does not guarantee employment for any period of time since you are an at-will employee both during and after your introductory period.

For purposes of this handbook, **FULL-TIME EMPLOYEES** regularly work at least a 40-hour workweek. For other purposes, such as eligibility for health care benefits, the definition of **FULL-TIME EMPLOYEES** may be different.

PART-TIME EMPLOYEES regularly work a minimum of 20 hours to 39 hours each week.

In addition to the preceding categories, employees are also categorized as "exempt" or "non-exempt."

NON-EXEMPT EMPLOYEES (Hourly) are entitled to overtime pay as required by applicable federal and state law.

EXEMPT EMPLOYEES (Salary) are not entitled to overtime pay and may also be exempt from minimum wage requirements pursuant to applicable federal and state laws.

Upon hire, the GM and Restaurant Manager will notify you of your employment classification.

## **Anniversary Date**

The first day you report to work will be recorded in company records as your anniversary date. This date may be used to calculate many different company benefits. If you have any questions regarding your anniversary date, please see the GM.

## **Immigration Reform and Control Act**

In compliance with the federal Immigration Reform and Control Act of 1986 (IRCA), as amended, and any state law requirements, if applicable, our company is committed to employing only individuals who are authorized to work in the United States.

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.

If an employee is authorized to work in this country for a limited time period, the individual will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the company.

## **New Employee Orientation**

Upon joining our company, you were given this copy of our Employee Handbook. After reading this Employee Handbook please sign the receipt page and return it to the Restaurant Manager.

If you lose your copy of the Employee Handbook, or if it becomes damaged in any way, please notify the Restaurant Manager as soon as possible to obtain a replacement copy.

The operations of your department are the responsibility of the Restaurant Manager and GM. (S)he is a good source of information about the company and your job.

## **Suggestions and Ideas**

We are always interested in your constructive ideas and suggestions for improving our operations. Your suggestions should be submitted in writing or emailed to the GM.

After we investigate your suggestion, you will be notified whether it is feasible to be put into practice.

## **Talk to Us**

We encourage you to bring your questions, suggestions and complaints to our attention. We will carefully consider each of these in our continuing effort to improve operations.

If you feel you have a problem, present the situation to the Restaurant Manager so that the problem can be settled by examination and discussion of the facts. We hope that the Restaurant Manager will be able to satisfactorily resolve most matters.

If you still have questions after meeting with the Restaurant Manager or if you would like further clarification on the matter, request a meeting with the GM. He will review the issues and meet with you to discuss possible solutions.

Your suggestions and comments on any subject are important, and we encourage you to take every opportunity to discuss them with us. Your job will not be adversely affected in any way because you choose to use this procedure.

## **Your Pay and Progress**

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## Recording Your Time

Non-exempt employees must record their hours on the POS system.

Accurately recording all of your time is required in order to be sure that you are paid for all hours worked. You are expected to follow the established procedures in keeping an accurate record of your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work, before your meal period.
- Immediately before resuming work, after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work.

Exempt employees may be required to accurately record their time worked in accordance with federal and state wage and hour law.

All employees subject to this policy are required to accurately record all time worked.

The workweek starts on Sunday and ends on Saturday.

## **Payday**

You will be paid weekly on Sunday for the period that ends on the previous Sunday.

If a payday falls on a nonworking day, employees will be paid the preceding workday.

You may pick up your paycheck from the office.

Please review your paycheck for errors. If you find a mistake, report it to the Office Administrator immediately. The Office Administrator will assist you in taking the steps necessary to correct the error.

## **Paycheck Deductions**

The company is required by law to make certain mandatory deductions from your paycheck each pay period. Mandatory deductions typically include federal and state taxes and Social Security (FICA) taxes. Depending on the state in which you are employed and the benefits you choose, there may be additional deductions. All deductions and the amount of the deductions are listed on your pay stub. These deductions are totaled each year for you on your Form W-2, Wage and Tax Statement.

The company will not make deductions to an employee's pay which are prohibited by state or federal law or regulation, including those established by the United States Department of Labor.

If questions or concerns about any pay deductions arise, discuss and resolve them with the Office Administrator.

You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment which will be paid no later than your next regular payday.

## **Tip Reporting**

Tips are considered part of your wages. By providing excellent service to our guests, tips may substantially increase one's income.

Tips are a part of taxable income -- almost like receiving a paycheck every shift worked. Applicable law requires you to report all of your tip income. Because no taxes are withheld from this cash, the appropriate tax amount will be withheld from the earnings received on your paycheck. This means that federal income tax, state and local income tax (where applicable), Social Security (FICA) tax, and all other taxes mandated by law will be withheld from the total amount that you earned in the pay period, plus reported tips.

Employees who work in tipped positions may be paid an hourly rate in accordance with applicable law.

## **Garnishment/Child Support**

When an employee's wages are garnished by a court order, our company is legally bound to withhold the amount indicated in the garnishment order from the employee's paycheck. Our company will, however, honor applicable federal and state guidelines that protect a certain amount of an employee's income from being subject to garnishment.

## **Direct Deposit**

You have the option of receiving your pay in a payroll check or having your pay deposited into your bank account through our direct deposit program.

## **Performance Reviews**

Your performance is important to our company. Once each year, on or about your anniversary date, the Restaurant Manager and GM will review your job progress within our company and help you set new job performance plans.

New employees will generally be reviewed at the end of their introductory period.

Our performance review program provides the basis for better understanding between you and the Restaurant Manager and GM, with respect to your job performance, potential and development within the company.

## **Job Descriptions**

The company maintains a job description for each position in the company. The job description outlines the essential duties and responsibilities of the position. When the duties and/or responsibilities of a position change, the job description is revised to reflect those changes. If you have any questions or wish to obtain a copy of your position's job description, please see the Restaurant Manager.

## **Promotions and Transfers**

We believe that career advancement is rewarding for both the employee and the company. We will promote qualified employees to new or vacated positions whenever possible. In addition, you can discuss transfer opportunities with the GM.

Job openings may be posted in-house. If you are interested in applying for one of these positions, notify the GM and speak to the person indicated on the notice.

## **Overtime**

There will be times when you will need to work overtime so that we may meet the needs of our customers. Although you will be given advance notice when feasible, this is not always possible. If you are a non-exempt employee, you must have all overtime approved in advance by the GM.

Non-exempt employees will be paid at a rate of time and one-half their regular rate of pay for hours worked in excess of 40 hours in a workweek, unless state law provides a greater benefit in which case, we will comply with the state law.

Only actual hours worked count toward computing weekly overtime.

If you have any questions concerning overtime pay, check with the GM.

## **Cash Handling**

All employees who handle money are responsible for their banks. Food servers are not given a bank to begin their shift. They are responsible for settlement of all of their customers' checks. They are to drop the total of "cash deposit" on their server out at the end of each shift with all of their settled checks. Bartenders also receive two (2) change banks of \$150.00 for which they are accountable. First, the change box (es) is/are to be counted and initialed by the bartender on each shift. Any discrepancy must be made up by the bartender(s) on whose shift a mistake was made. Second, the bartenders are responsible for their registers. If there is

less than \$150.00 after the cash deposit is counted out in either change bank, the bartender(s) must make up for the deficit. In the case of more than one bartender working at a working at a time, all bartenders are held responsible for the mistakes in both banks. They are responsible for any check that they open. Packaged goods employees are also responsible for their bank. They are given a \$150.00 bank at the start of their shift. They are responsible for any shortages at the end of their shift. Host/hostesses are also given a \$150.00 bank at the start of their shift. They are responsible for any shortages at the end of their shift.

## Time Away From Work and Other Benefits

## **Employee Benefits**

Our company has developed a comprehensive set of employee benefit programs to supplement our employees' regular wages. Our benefits represent a hidden value of additional income to our employees.

This Employee Handbook describes the current benefit plans maintained by the company. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Those documents are controlling.

The company reserves the right to modify and/or terminate its benefits at any time. We will keep you informed of any changes.

## **Holidays**

Our company will be closed on the following holidays:

Thanksgiving Day (closing at 5:00 p.m.)  
Christmas Day

Exempt Employees will be paid for the above holidays.

## **Vacation**

Full-time employees are eligible for paid vacation time.

Vacation is calculated according to your anniversary date as follows:

After one full anniversary year, and each year thereafter, you shall be entitled to five days of paid vacation.

Submit vacation requests in writing as soon as possible to the GM. When possible, vacation requests are granted, taking into account operating requirements. Length of employment may determine priority in scheduling vacation times.

Vacation cannot be carried over to the following year. However, vacation pay is granted at the end of the calendar year in lieu of taking the actual time off.

ALL Employees: Vacation cannot be taken from Memorial Day through Labor Day.

Eligible employees who provide at least two weeks' advance notice of their resignation will be paid for earned but unused vacation, unless state law dictates otherwise. All other employees will not be paid for earned but unused vacation at the end of employment, unless state law dictates otherwise.

## **Jury Duty**

Employees summoned for jury duty are granted an unpaid leave in order to serve.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

We reserve the right to request proof of jury service issued by the Court upon return.

Make arrangements with the Office Administrator as soon as you receive your summons.

When permitted by state law, we expect you to return to your job if you are excused from jury duty during your regular working hours.

## **Military Leave**

Employees who are required to fulfill military obligations in any branch of the Armed Forces of the United States or in state military service will be given the necessary time off and reinstated in accordance with federal and state law.

The time off will be unpaid, except where state law dictates otherwise. Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Accrued vacation (if any) may be used for this leave if the employee chooses, but the company will not require the employee to use vacation. Military orders should be presented to the GM and arrangements for leave made as early as possible before departure. Employees are required to give advance notice of their service obligations to the company unless military necessity makes this impossible. You must notify the GM of your intent to return to employment based on requirements of the law. Your benefits may continue to accrue during the period of leave in accordance with state and federal law.

Additional information regarding military leaves may be obtained from the GM.

## **Volunteer Service**

Employees are encouraged to participate in community volunteer activities. To support this goal, eligible employees will have access to eight hours of paid time off each year for volunteer service.

Employees may only volunteer at non-profit organizations that hold 501(c)(3) tax status.

The volunteer opportunity must occur during a normally scheduled workday. Volunteer activities engaged in outside of normally scheduled work hours do not qualify. Mandated or paid community service also does not qualify.

Time off for Volunteer Service does not accrue and may not be carried over from year to year. This benefit is not transferable between employees.

Full-time or part-time regular employees are eligible for this benefit after completing six months of employment.

You must request and receive approval from the GM in advance of taking leave. A verification form must be provided from the organization to confirm participation in the scheduled volunteer activity.

## **Emergency Responders Leave**

An employee who serves as a volunteer firefighter, as a county or municipal volunteer for the Office of Emergency Management who responds to fire or emergency calls, or as part of a volunteer first aid, rescue or emergency squad will receive unpaid leave for missing work due to responding to a qualified emergency.

A qualified emergency includes responding to a state of emergency declared by the President of the United States or Governor of this state, or being actively engaged in responding to an emergency alarm.

Employees must notify the company at least one hour prior to his/her scheduled shift that they are responding to an emergency and will be absent from work. Upon return, employees must provide a copy of the incident report and certification by the incident commander or other official confirming that the employee was actively engaged and necessary for the emergency response. The report should set forth the date and time the volunteer was relieved of emergency service duties.

If an employee will miss more than one consecutive day of work due to emergency volunteer service, the employee must notify the company each day in advance of his/her shift.

Although the company will not require the employee to use otherwise available paid time off, the employee may choose to do so.

Essential employees may be denied leave under this policy as permitted by state law.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

## **Witness Leave**

Employees are given the necessary time off without pay to attend, participate or prepare for a court proceeding. We ask that you notify the GM of the need to take witness leave as far in advance as is possible.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

## **Bereavement Leave**

Full-time employees who have completed their introductory period are eligible for three paid days for the death of an immediate family member. Members of the immediate family include spouses, domestic partners, civil union partners, parents, brothers, sisters, children, children of domestic partners, grandchildren, grandparents, parents-in-law and parents of domestic partners.

Full-time employees who have completed their introductory period are eligible for one paid day to attend the funeral of aunts, uncles, nieces and nephews.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Requests for bereavement leave should be made to the GM as soon as possible. Our company reserves the right to request written verification of an employee's familial relationship to the deceased and his or her attendance at the funeral service as a condition of the bereavement pay.

## **Leave of Absence**

Under special circumstances, full-time employees who have completed one year of employment may be granted a leave of absence without pay. The granting of this type of leave is normally for compelling reasons and is dependent upon the written approval of the GM.

Leaves may not exceed 14 days.

We will make reasonable efforts to return you to the same or similar job you held prior to the leave of absence, subject to our staffing and business requirements.

## **Domestic Violence Leave**

Employees who have worked for the company for at least 12 months, have worked at least 1,000 hours during the preceding 12-month period, and are the victim of an incident of domestic violence or a sexually violent offense, or whose child, parent, spouse, domestic partner or civil union partner was a victim of an incident of domestic violence or sexually violent offense, shall be permitted to take unpaid leave of no more than 20 days in any 12-month period to be used in the 12-month period immediately following the covered incident or offense.

In the event that an employee has been laid off due to a state of emergency since October 22, 2012, the employee may receive credit (as if the employee had worked) for up to 90 calendar days toward the 12-month base period for purposes of calculating eligibility for leave.

Each incident of domestic violence or any sexually violent offense constitutes a separate offense for which an employee is entitled to unpaid leave, provided that the employee has not exhausted the allotted 20 days for the 12-month period.

Leave may be taken intermittently in intervals of no less than one day or on a reduced leave schedule basis upon approval from the company.

Leave may be taken as needed for purposes of engaging in any of the following activities as they relate to the incident of domestic violence or sexually violent offense: (1) seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence; (2) obtaining services from a victim services organization; (3) obtaining psychological or other counseling; (4) participating in safety planning, temporarily or permanently relocating, or taking other actions to increase safety from future domestic or sexual violence or to ensure economic security; (5) seeking legal assistance or remedies to ensure health and safety, including preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic or sexual violence; or (6) attending, participating in, or preparing for a criminal or civil court proceeding relating to an incident of domestic or sexual violence.

Affected employees must give the company reasonable advance written notice of their intention to take leave for a purpose stated above if the need for leave is foreseeable. The notice should be provided as far in advance as is reasonable and practicable under the circumstances. The company may require documentation supporting the basis of the need for leave.

The company will hold the information that employees provide in order to request leave in confidence, except to

the extent that disclosure is: 1) requested or consented to in writing by the employee or 2) otherwise required by applicable federal or state law, rule or regulation.

An eligible employee may elect, or the company may require the employee, to use any accrued paid time off during any part of the 20-day period of unpaid leave. Any paid leave provided shall run concurrently with the unpaid leave.

If an employee requests leave for a reason covered by this policy and the Family Leave Act, or the federal Family and Medical Leave Act, the leave will count simultaneously against the employee's entitlement under each respective law.

The company will not discriminate against employees who are victims of an incident of domestic violence or sexually violent offense for taking leave or requesting leave to which the employee was entitled pursuant to this policy and applicable law or on the basis that an employee refused to authorize the release of information deemed confidential under applicable law.

For more information, speak to the GM.

## **COBRA**

You and/or your covered dependents will have the opportunity to continue medical benefits for a period of up to 36 months under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) when group medical coverage for you and/or your covered dependents would otherwise end due to your death or because:

- your employment terminates, for a reason other than gross misconduct; or
- your employment status changes due to a reduction in hours; or
- your child ceases to be a "dependent child" under the terms of the medical plan; or
- you become divorced or legally separated; or
- you become entitled to Medicare.

In the event of divorce, legal separation, or a child's loss of dependent status, you or a family member must notify the plan administrator within 60 days of the occurrence of the event.

The plan administrator will notify the individuals eligible for continuation coverage of their right to elect COBRA continuation coverage.

For more information regarding COBRA, you may contact the GM.

## **Section 125 Plans**

Our company offers a pretax benefits contribution option for employees. This employee benefit is known as a Section 125 plan.

A Section 125 plan is a benefit plan that allows you to make contributions toward premiums for medical insurance on a "before tax", rather than an "after tax" basis. Your premium contributions are deducted from your gross pay before income tax and Social Security is calculated.

To participate in this plan, complete an election form and return it to the GM.

You cannot make any changes to your medical insurance coverage until the next open enrollment period, unless your family status changes or you become eligible for a special enrollment period due to a loss of coverage. Family status changes include marriage, divorce, death of a spouse or child, birth or adoption of a child or discharge of employment of your spouse. A change in election due to a change in family status is effective the next pay period.

## **Disability Leave**

Full-time employees are eligible for an unpaid disability leave after completing their introductory period. Disability leave due to non-occupational illness, injury or pregnancy related disability is not to exceed eight weeks.

Granting this leave prior to the completion of the eligibility period and/or beyond the maximum period stated above may be required as a reasonable accommodation in accordance with the Americans with Disabilities Act or due to state law or other requirements.

Employees requesting leave must provide written notice of the disability, including a doctor's certificate stating the nature of the disability and the expected date of return to work. The company will not seek genetic information in connection with requests for disability leave. All medical information received by the company in connection with a request for leave under this policy will be treated as confidential.

When you are able to return to work, give us at least one week's advance written notice. Include a doctor's certificate stating that you are medically able to return to your normal duties. We reserve the right to require a physical examination by a physician of our own choosing prior to your resumption of duties, as allowed by state law.

If your leave is covered by the Family and Medical Leave Act, we will return you to the same or an equivalent position, consistent with our policy. Otherwise, we will return you to the same or similar position you held prior to the disability leave, subject to our staffing and business requirements. Your continued absence from work beyond your disability (as determined by your physician) will be deemed a voluntary discharge of your employment.

This leave may run concurrently with the Federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

## **Federal Family and Medical Leave Act**

The Family and Medical Leave Act (“FMLA”) provides eligible employees the opportunity to take unpaid job-protected leave for certain specific reasons. The maximum amount of leave an employee may use is either 12 or 26 weeks within a 12-month period depending on the reasons for the leave.

### **Employee Eligibility**

To be eligible for FMLA leave, you must:

1. have worked at least 12 months for the company in the preceding seven years (limited exception apply to the seven-year requirement);
2. have worked at least 1,250 hours for the company over the preceding 12 months; and
3. currently work at a location where there are at least 50 employees within 75 miles.

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

### **Conditions Triggering Leave**

FMLA leave may be taken for the following reasons:

1. birth of a child, or to care for a newly-born child (up to 12 weeks);
2. placement of a child with the employee for adoption or foster care (up to 12 weeks);

3. to care for an immediate family member (employee's spouse, child, or parent) with a serious health condition (up to 12 weeks);
4. because of the employee's serious health condition that makes the employee unable to perform the employee's job (up to 12 weeks);
5. to care for a Covered Servicemember with a serious injury or illness related to certain types of military service (up to 26 weeks) (see Military-Related FMLA Leave for more details); or
6. to handle certain qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on covered active duty or call to covered active duty status in the Uniformed Services (up to 12 weeks) (see Military-Related FMLA Leave for more details).

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

### **Definitions**

A "Serious Health Condition" is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement includes an incapacity of more than three full calendar

days and two visits to a health care provider or one visit to a health care provider and a continuing regimen of care; an incapacity caused by pregnancy or prenatal visits, a chronic condition, or permanent or long-term conditions; or absences due to multiple treatments. Other situations may meet the definition of continuing treatment.

A “spouse” is the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state where the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages, or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.

### **Identifying the 12 Month Period**

The 12-month period in which 12 weeks of leave may be taken is the calendar year. For leave to care for a covered servicemember, the company calculates the 12-month period beginning on the first day the eligible employee takes FMLA leave to care for a covered servicemember and ends 12 months after that date. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

### **Using Leave**

Eligible employees may take FMLA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule when medically necessary for the serious health condition of the

employee or immediate family member, or in the case of a covered servicemember, his or her injury or illness. Eligible employees may also take intermittent or reduced-scheduled leave for military qualifying exigencies. Intermittent leave is not permitted for birth of a child, to care for a newly-born child, or for placement of a child for adoption or foster care. Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the company's operations.

### **Use of Accrued Paid Leave**

Depending on the purpose of your leave request, you may choose (or the company may require you) to use accrued paid leave (such as sick leave, vacation, or PTO), concurrently with some or all of your FMLA leave. In order to substitute paid leave for FMLA leave, an eligible employee must comply with the company's normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.).

### **Maintenance of Health Benefits**

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

### **Notice and Medical Certification**

When seeking FMLA leave, you are required to provide:

1. sufficient information for us to determine if the requested leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that you are unable to perform job functions, a family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. You must also inform the company if the requested leave is for a reason for which FMLA leave was previously taken or certified.

If the need for leave is foreseeable, this information must be provided 30 days in advance of the anticipated beginning date of the leave. If the need for leave is not foreseeable, this information must be provided as soon as is practicable and in compliance with the company's normal call-in procedures, absent unusual circumstances.

2. medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member within 15 calendar days of the company request to provide the certification (additional time may be permitted in some circumstances). If you fail to do so, we may delay the commencement of your leave, withdraw any designation of FMLA leave or deny the leave, in which case your leave of absence would be treated in accordance with our standard leave of absence and attendance policies, subjecting you to discipline up to and including termination. Second or third medical opinions and periodic re-certifications may also be required;

3. periodic reports as deemed appropriate during the leave regarding your status and intent to return to work; and
4. medical certification of fitness for duty before returning to work, if the leave was due to your serious health condition. The company will require this certification to address whether you can perform the essential functions of your position.

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

### **Employer Responsibilities**

To the extent required by law, the company will inform employees whether they are eligible under the FMLA. Should an employee be eligible for FMLA leave, the company will provide him or her with a notice that specifies any additional information required as well as the employee's rights and responsibilities. If employees are not eligible, the company will provide a reason for the ineligibility. The company will also inform employees if leave will be designated as FMLA-protected and, to the extent possible, note the amount of leave counted against the employee's leave entitlement. If the company determines that the leave is not FMLA-protected, the company will notify the employee.

### **Job Restoration**

Upon returning from FMLA leave, eligible employees will typically be restored to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

## **Failure to Return After FMLA Leave**

Any employee who fails to return to work as scheduled after FMLA leave or exceeds the 12-week FMLA entitlement (or in the case of military caregiver leave, the 26-week FMLA entitlement), will be subject to the company's standard leave of absence and attendance policies. This may result in termination if you have no other company-provided leave available to you that applies to your continued absence. Likewise, following the conclusion of your FMLA leave, the company's obligation to maintain your group health plan benefits ends (subject to any applicable COBRA rights).

## **Other Employment**

The company generally prohibits employees from holding other employment. This policy remains in force during all leaves of absence including FMLA leave and may result in disciplinary action, up to and including immediate termination of employment.

## **Fraud**

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

## **Employer's Compliance with FMLA and Employee's Enforcement Rights**

The FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under FMLA, or discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

While the company encourages employees to bring any concerns or complaints about compliance with FMLA to the attention of the GM, FMLA regulations require employers to advise employees that they may file a complaint with the U.S. Department of Labor or bring a private lawsuit against an employer.

Further, FMLA does not affect any Federal or state law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

## **Military-Related Federal FMLA Leave**

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

### **Definitions**

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

A “covered veteran” is an individual who was discharged under conditions other than dishonorable during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. The

period between October 28, 2009 and March 8, 2013 is excluded in determining this five-year period.

The FMLA definitions of “serious injury or illness” for current servicemembers and veterans are distinct from the FMLA definition of “serious health condition.” For current servicemembers, the term “serious injury or illness” means an injury or illness that was incurred by the member in the line of duty while on active duty in the Armed Forces or that existed before the beginning of active duty and was aggravated by such service, that may render them medically unfit to perform the duties of their office, grade, rank or rating.

For covered veterans, this term means a serious injury or illness that was incurred in the line of duty while on active duty in the Armed Forces or that existed before the beginning of active duty and was aggravated by such service and manifested itself before or after the individual assumed veteran status, and is: (1) a continuation of a serious injury or illness that was incurred or aggravated when they were a member of the Armed Forces and rendered them unable to perform the duties of their office, grade, rank or rating; (2) a physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; (3) a physical or mental condition that substantially impairs the veteran’s ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would be so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

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

### **Military Caregiver Leave**

Unpaid Military Caregiver Leave is designed to allow eligible employees to care for certain family members who have sustained serious injuries or illnesses in the line of duty while on active duty. Military Caregiver Leave is a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period.

To be “eligible” for Military Caregiver Leave, the employee must be a spouse, son, daughter, parent, or next of kin of the covered servicemember. “Next of kin” means the nearest blood relative of the servicemember, other than the servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of Military Caregiver Leave. The employee must also meet all other eligibility standards as set forth within the FMLA Leave policy.

An eligible employee may take up to 26 workweeks of Military Caregiver Leave to care for a covered servicemember in a “single 12-month period.” The “single 12-month period” begins on the first day leave is taken to care for a covered servicemember and ends 12

months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If an employee does not exhaust his or her 26 workweeks of Military Caregiver Leave during this “single 12-month period,” the remainder is forfeited.

Military Caregiver Leave applies on a per-injury basis for each servicemember. Consequently, an eligible employee may take separate periods of caregiver leave for each and every covered servicemember, and/or for each and every serious injury or illness of the same covered servicemember. A total of no more than 26 workweeks of Military Caregiver Leave, however, may be taken within any “single 12-month period.”

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

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



## **Qualifying Exigency Leave**

Eligible employees may take unpaid “Qualifying Exigency Leave” to tend to certain “exigencies” arising out of the duty under a call or order to active duty of a “military member” (i.e. the employee's spouse, son, daughter, or parent). Up to 12 weeks of Qualifying Exigency Leave is available in any 12-month period, as measured by the same method that governs measurement of other forms of FMLA leave within the FMLA policy (with the exception of Military Caregiver Leave, which is subject to a maximum of 26 weeks of leave in a “single 12-month period”). Although Qualifying Exigency Leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the combined total exceed 12 weeks in any 12-month period (with the exception of Military Caregiver Leave as set forth above). The employee must meet all other eligibility standards as set forth within the FMLA policy.

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

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

Qualifying Exigency Leave is available under the following circumstances:

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

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

7. **Post-deployment activities.** To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to 90 days following termination of the military member's active duty status. This also encompasses leave to address issues that arise from the death of a military member while on active duty status.
8. **Parental care.** To care for the military member's parent who is incapable of self-care. The parent must be the military member's biological, adoptive, step, or foster father or mother, or any other individual who stood in loco parentis to the military member when the member was under 18 years of age.
9. **Mutually agreed leave.** Other events that arise from the military member's duty under a call or order to active duty, provided that the company and the employee agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

An employee seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the military member's active duty orders or rest and recuperation orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the employee's relationship to the military member, within 15 days. Qualifying Exigency Leave will be governed by,

and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

### **Limited Nature of This Policy**

This Policy should not be construed to confer any express or implied contractual relationship or rights to any employee not expressly provided for by FMLA. The company reserves the right to modify this or any other policy as necessary, in its sole discretion to the extent permitted by law. State or local leave laws may also apply.

## **Family Leave Insurance**

The State of New Jersey may provide partial wage benefits to eligible employees for up to six weeks in a 12-month period for the following reasons:

- To bond with a child during the first 12 months after the child's birth, if the covered individual or the domestic partner or civil union partner of the covered individual, is a biological parent of the child, or the first 12 months after the placement of the child for adoption with the covered individual.
- To care for a family member with a serious health condition supported by a certification provided by a health care provider.

Parent of a covered individual means a biological parent, foster parent, adoptive parent, or stepparent of the

covered individual or a person who was a legal guardian of the covered individual when the covered individual was a child.

Family member means a child, spouse, domestic partner, civil union partner or parent of a covered individual.

Child means a biological, adopted, or foster child, stepchild or legal ward of a covered individual, child of a domestic partner of the covered individual, or child of a civil union partner of the covered individual, who is less than 19 years of age or is 19 years of age or older but incapable of self-care because of mental or physical impairment.

The Temporary Disability Leave Law (Family Leave Insurance) provides benefits to eligible employees who have worked 20 or more calendar weeks in covered New Jersey employment, and have earned the minimum wage amount determined by the New Jersey Department of Labor and Workforce Development during the 52 weeks immediately preceding the leave.

In the event that an employee has been laid off due to a state of emergency since October 22, 2012, the employee may receive credit (as if the employee had worked) for up to 13 base weeks for purposes of determining eligibility in accordance with state law.

The Family Leave Insurance benefits program provides covered individuals with a monetary benefit, not a leave entitlement. Further, this policy does not provide additional time off, rather family leave insurance may provide compensation during an approved leave of absence pursuant to the New Jersey Family Leave Law, the Federal Family and Medical Leave Act or any other company provided leave.

Please refer to our Disability Leave, Family Leave, and Federal Family and Medical Leave policies for more information about available leave entitlements which may run concurrently with family leave insurance benefits.

The Family Leave Insurance benefits program does not establish the right of a covered employee to be restored to employment following a period of leave from work to participate in providing care for a family member who has a serious health condition or to bond with a newborn or newly adopted child.

As a condition of initial receipt of Family Leave Insurance you will be required to use any earned but unused paid vacation time, or other paid leave, up to a maximum of two weeks.

You are responsible for filing your claim for benefits under this program and other forms promptly and accurately with the Department of Labor and Workforce Development, Division of Temporary Disability Insurance.

When requesting benefits during a leave to care for a child after birth or adoption, you must provide the GM with at least 30 days prior notice, except when unforeseeable circumstances prevent prior notice. Leave taken on an intermittent basis for this reason must be taken in periods of seven days or more and the schedule must be mutually agreed to by both the employer and the employee.

When requesting family leave insurance benefits during a leave to care for a family member with a serious health condition, you must provide the GM with reasonable and practicable notice unless the time of the leave is unexpected or the time of the leave changes for unforeseeable reasons and is required to schedule,

when possible, the leave in a manner to minimize disruption of employer operations. If you intend to take leave on an intermittent basis, you must provide at least 15 days advance notice. Employees taking leave to care for a family member may be required to provide medical certification.

The cost of this insurance is fully paid by the employee. Please contact the GM for additional information.

## **Short-Term Disability Insurance**

All employees who have met the minimum earning requirements are eligible for short-term disability insurance. This insurance is designed to provide income for you when you are absent from work for more than seven calendar days due to non-occupational illness, injury or pregnancy-related disability.

The benefits are calculated as a percentage of your salary up to a weekly maximum, as specified by law, for up to 26 weeks.

The cost of this insurance is shared between the company and the employee.

Provide written notice including a doctor's certificate stating the nature of the disability and your expected date of return to work. Disability insurance information may be obtained from the GM.

## **Pregnancy Accommodation (New Jersey Employees)**

The company, consistent with state law, will provide reasonable accommodations to female employees related to pregnancy, childbirth or related medical conditions, to the extent the accommodation can be made without imposing an undue hardship on the business.

When an employee requests a reasonable accommodation, the company shall explore with the employee the possible means of providing the reasonable accommodation, which may include, but are not limited to:

- allowing more frequent breaks or periodic rest;
- assistance with manual labor;
- modifying job duties;
- modifying work hours/schedules;
- temporary transfer to a less strenuous or less hazardous position; or
- providing a leave of absence.

The company may require the employee to provide a certification in connection with a request for reasonable accommodation that includes the following:

- the date the reasonable accommodation became medically advisable;
- the probable duration of the reasonable accommodation; and
- an explanatory statement as to the medical advisability of the reasonable accommodation.

If leave is provided as a reasonable accommodation, such leave may run concurrently with the federal Family

and Medical Leave Act and/or any other leave where permitted by state and federal law.

For more information, or if you require an accommodation, please contact the GM.

## **Family Leave**

All employees who have worked 1,000 hours in the previous 12 months of consecutive employment are eligible to receive up to 12 weeks of unpaid family leave within a 24 month period. The 24 month period is measured rolling backward from the date leave is used.

In the event that an employee has been laid off due to a state of emergency since October 22, 2012, the employee may receive credit (as if the employee had worked) for up to 90 calendar days toward the 12-month base period for purposes of calculating eligibility for leave.

Family leave may be used only in the event of a birth or adoption of a child or to provide care due to the serious health condition of a child, spouse, civil union partner, parent or your spouse's parent.

You must provide notice to the GM of your need for leave no later than 30 days prior to the leave, except where emergent circumstances warrant shorter notice. You may be required to provide a certification issued by a licensed health care provider prior to the company granting a request for family leave.

Leave taken due to the birth or adoption of a child may begin any time within one year of the birth or placement

for adoption. Such leave must be taken consecutively, unless the company agrees to permit the employee to take this leave on an intermittent or reduced leave schedule. Leave taken due to the serious illness of a child or covered family member may be taken consecutively or, if medically necessary, on an intermittent basis if prior notice is given in a manner that is reasonable and practical and the employee makes a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the company.

Where intermittent leave is taken, the employer may require the employee to transfer to an alternative position having the equivalent pay and benefits for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position.

You are entitled to return to your previous or similar position, unless during such leave the company has experienced a reduction in force or layoff and you would have lost your position had you not been on a family leave.

Consistent with the company's policies, you may be required to substitute certain accrued paid leave time for unpaid family medical leave.

This leave may run concurrently with the Federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

## **Social Security**

During your employment, you and the company both contribute funds to the federal government to support the Social Security program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

## **Unemployment Insurance**

Upon separation from employment, you may be entitled to state and federal unemployment insurance benefits. Information about unemployment insurance can be obtained from the GM.

## **Workers' Compensation**

On-the-job injuries are covered by our Workers' Compensation insurance policy. This insurance is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to the GM. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim. We ask for your assistance in alerting management to any condition that could lead to or contribute to an employee accident.

## **401(k) Qualified Retirement Plan**

Our company provides eligible employees with a 401(k) Qualified Retirement plan which is an excellent means of long-term savings for your retirement. The company's contribution, if any, is determined by the employer on an annual basis.

You can obtain a copy of the Summary Plan Description which contains the details of the plan including eligibility and benefit provisions from the GM. In the event of any conflict in the description of any plan, the official plan documents, which are available for your review, shall govern. If you have any questions regarding this plan, see the plan administrator.

## **Employee Assistance Program**

Eligible full-time and part-time regular employees may participate in our employee assistance program after completing their introductory period.

Our BalanceWorks®, Employee Assistance Program (EAP), and Work/Life Benefit help eligible employees and their immediate families with a wide range of problems. Situations addressed by the EAP include marriage and family problems, emotional problems, alcoholism and alcohol abuse, drug abuse and dependency, financial problems, compulsive gambling and eating disorders. Your conversations and all records are strictly confidential.

The administrative cost of this program is fully paid by the company.

Additional information regarding this program is available at [www.eniweb.com](http://www.eniweb.com) or by calling 1-800-EAPCALL. Complete details of this program may be obtained from the GM.

## **Uniforms and Dress Code**

Regardless of your individual job description or position, you are at all times during work hours a representative of the company and we require you to behave and dress accordingly.

**Piercings** may be worn in each ear. Visible piercing in other parts of the body (tongue piercings, eyebrow piercings, lip piercings, etc.) are not permissible.

**Facial hair** must be clean-shaved.

**Food server, bartender, bus person and host/hostess** positions are issued two Ventura's signature shirts. Additional uniforms may be purchased from management. Food servers must purchase uniform pants from the Uniform Store. Only pants from the Uniform Store are permitted. A food server must wear black socks and black non-slip shoes. Bartenders will wear uniform shirts which can be purchased from management. A bartender must purchase uniform pants from the Uniform Store. Only pants from the Uniform Store are permitted. A bartender must wear black socks and black non-slip sneakers.

**Packaged goods employees** will wear uniform shirts which can be purchased from management. A Packaged Goods employee must purchase black uniform pants from the Uniform Store. A Packaged

Goods employee must also wear black socks and black non-slip sneakers.

**Kitchen employees** will wear kitchen pants and shirt issued by the company. All issued kitchen uniforms are to be placed in the laundry at the end of each shift and never to be taken off the premises.

Tank tops, sandals or flip flops and shorts are prohibited. Torn clothing or clothing that is revealing or has any derogatory or crude slogans or statements written on it, is considered inappropriate office attire.

**ALL Employees** are required to follow the above uniform policy. Uniforms issued by the company will be returned to the company upon termination. Contact the GM with any questions or details of the uniform policy.

Employees conduct and behavior is to be courteous and welcoming at all times by providing all who enter the restaurant excellent customer service.

## **On the Job**

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## **Confidentiality of Customer Matters**

Our professional ethics require that each employee maintain the highest degree of confidentiality when handling customer matters.

To maintain this professional confidence, no employee shall disclose customer information to other customers, friends, or members of one's own family.

Questions concerning customer confidentiality may be addressed with the GM.

## **Discussions with Customers**

When working with a customer, you may be asked to offer specific suggestions or comments regarding his or her practices.

Prior to discussing any suggestions with a customer, your recommendations must first be approved by the GM.

## **Customer Complaints**

Complaints and comments from our customers are taken very seriously. Employees who receive a customer complaint via email, a website, written or verbal, will be subject to disciplinary action of a written warning, suspension and/or discharge.

## **Attendance and Punctuality**

Attendance and punctuality are important factors for your success within our company. We work as a team and this requires that each person be in the right place at the right time.

If you are going to be late for work or absent, notify the Manager on duty as far in advance as is feasible under the circumstances, but before the start of your workday.

Personal issues requiring time away from your work, such as doctor's appointments or other matters, should be scheduled during your nonworking hours if possible.

Excessive absenteeism or tardiness will result in disciplinary action up to and including termination of employment.

If you are absent for three days without notifying the company, it is assumed that you have voluntarily abandoned your position with the company, and you will be removed from the payroll.

## **Meal/Break Time**

A 30-minute, paid meal break should be taken each day. Approving the scheduling of this time is the responsibility of the Restaurant Manager or GM. All front of the house employees are entitled to the entire menu to one meal per shift at a 25% discount. These meals need to be consumed either before or after your shift. Employee meals can be ordered up to 30 minutes prior to the kitchen closing. If you want to order food for your family and/or friends, it must be at full cost. Coffee, tea, and

soft drinks are free to all employees, front and back of the house.

All front of the house employees will eat in the 60s or 30s only when those areas are free from customers.

**Smoking is only permitted on loading dock behind the kitchen. (Not on handicap ramp). Employees are required to wash their hands before returning to work.**

Back of the house employees are entitled to one free meal per shift from the employee menu on the Micros system. The Restaurant Manager on duty must be presented with all employee checks.

Employees are not permitted to come into Ventura's to socialize on the days off, as it interferes with the proper functioning of the establishment. If an employee wishes to dine at Ventura's for lunch, dinner, or late night snack, they are required to call ahead and obtain the approval of management. Any employee violating this policy will be subject to disciplinary action up to and including termination.

Employees are not permitted to eat at their work spaces during their meal break. Employees remaining on work premises during their meal break may eat in the designated areas. Please speak to the GM for additional information.

## **Lactation Breaks**

The company will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child up to one year of age; unless additional time is required by state law. The break time should, if possible, be taken concurrently with other break periods already provided. Non-exempt employees should clock out for any time taken that does not run concurrently with normally scheduled rest periods, and such time generally will be unpaid in accordance with state law. The company will also make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area, for the employee to express milk in private.

Notify the Restaurant Manager to request time to express breast milk under this policy.

No provision of this policy applies or is enforced if it conflicts with or is superseded by any requirement or prohibition contained in a federal, state or local law, or regulation. If you have knowledge of such a conflict or a potential conflict you should contact the GM.

## **Work Assignments**

Work assignments will be distributed by the Restaurant Manager or GM. When possible, you will be advised of future assignments in advance, so you will have ample time to prepare for the assignment.

Once you have begun an assignment you will report directly to the Restaurant Manager or GM for all matters relating to its completion.

## **Contact with the Company**

The company should know your location at all times during business hours. The Restaurant Manager or GM will keep a record of your assignments, and (s)he should be notified of your whereabouts outside the company during working hours.

## **On The Job Training**

The initiation of all on-the-job training for employees within your department is the responsibility of the Restaurant Manager or GM. This may include safety training, participation in off-site training and continuing education when necessary for job safety and work performance. Training will be conducted during regular working hours whenever possible.

The company will pay for any required training programs. Employees may be tested from time to time to evaluate the effectiveness of the training program.

If you have any questions regarding training, please see the Restaurant Manager or GM.

## **Side Work**

At the end of the workday, employees are required to complete side work duties and have Manager approval before leaving the building.

## Standards of Conduct

Each employee has an obligation to observe and follow the company's policies and to maintain proper standards of conduct at all times. Failure to adhere to the company's policies will result in corrective disciplinary measures.

Disciplinary action may include a verbal warning, written warning, suspension with or without pay, and/or discharge. The appropriate disciplinary action imposed will be determined by the company. The company does not guarantee that one form of action will necessarily precede another.

Among other things, the following may result in disciplinary action, up to and including discharge: violation of the company's policies or safety rules; failing to work in a cooperative manner with management, co-workers, customers and others who do business with the company; unauthorized or illegal possession, use or sale of alcohol or controlled substances on work premises or during working hours, while engaged in company activities or in company vehicles; unauthorized possession, use or sale of weapons, firearms or explosives on work premises; theft or dishonesty; inappropriate or violent physical contact; harassment; discrimination or retaliation in violation of the company's EEO and No Harassment policies; performing outside work or use of company property, equipment or facilities in connection with outside work while on company time; poor attendance or poor performance. These examples are not all inclusive. We emphasize that discharge decisions will be based on an assessment of all relevant factors.

Nothing in this policy is designed to limit an employee's rights under Section 7 of the National Labor Relations Act.

Nothing in this policy is designed to modify our employment-at-will policy.

## **Political Activities**

It shall be the company policy to appoint, promote, demote, transfer, and terminate all employees without regard to political considerations. The company employees shall not engage in any political activities during working hours or on company property.

Nothing in this section shall be constructed to prevent the company employees from becoming or continuing to be members of any political party, club, or organization, attending political meetings off the company property, or voting with complete freedom in any election.

## **Access to Personnel Files**

Upon request, you may inspect your own personnel file once each year. Inspections will be held on company premises in the presence of a company official. Contact the Office Administrator to arrange a time to view these records. You will be permitted to review records related to your qualification for employment, compensation and disciplinary action. You are not permitted access to any letter of reference maintained by the company. If you disagree with the accuracy of any statement in the records and no correction can be agreed upon, you may submit an explanatory statement, which will be attached to the records.

For more information, contact the GM.

## **Customer and Public Relations**

Our company's reputation is built on excellent service and quality work. To maintain this reputation requires the active participation of every employee.

The opinions and attitudes that customers have toward our company may be determined for a long period of time by the actions of one employee. It is sometimes easy to take a customer for granted, but if we do we run the risk of losing not only that customer, but his or her associates, friends or family who may also be customers or prospective customers.

Each employee must be sensitive to the importance of providing courteous treatment in all working relationships.

## **Non-Solicitation**

The company believes employees should have a work environment free from interruptions of a non-work related nature, as work time is for work. When you are to be working you should focus on your duties and not engage in activities that would interfere with your own work or the work of others. For the purpose of this policy, solicitation includes, but is not limited to, for collection of any debt or obligation, for raffles of any kind or chance taking, or for the sale of merchandise or business services, the attempt to sell any product or service (e.g. selling or collecting for Tupperware®, Avon® products, churches, schools, Girl Scout cookies, etc.). Such interruptions can be both detrimental to the quality of work and efficiency, and may not be respectful of others job responsibilities and right not to be interrupted.

Employees may not engage in solicitation for any purpose during his/her work time, which includes the working time of the employee who seeks to solicit and the employee who is being solicited. Although solicitation is not encouraged, it is permitted as long as it is limited to the employee's break and lunch time and kept out of active working areas. Nothing in this policy is intended to restrict an employee's statutory rights, including discussing terms and conditions of employment.

## **Distribution**

Distribution by employees of any type (materials, goods, paper) is prohibited in work areas at any time, whether or not the employees are on working time. Electronic distribution is subject to the company's Acceptable Use of Electronic Communications policy, and may not occur during the employee's working time. Non-employees are prohibited from distributing materials to employees on company premises at any time. Literature that violates the company's EEO and No Harassment policies, includes threats of violence, or is knowingly and recklessly false is never permitted. Nothing in this policy is intended to restrict an employee's statutory rights, including discussing terms and conditions of employment.

## **Changes in Personal Data**

To aid you and/or your family in matters of personal emergency, we need to maintain up-to-date information.

Changes in name, address, telephone number, marital status, number of dependents or changes in next of kin and/or beneficiaries should be given to the Office Administrator promptly.

## **Care of Equipment**

You are expected to demonstrate proper care when using the company's property and equipment. No property may be removed from the premises without the proper authorization of management. If you lose, break or damage any property, report it to the GM at once.

## **Personal Property**

The company is not responsible for loss or damage to personal property. Valuable personal items, such as purses and all other valuables should not be left in areas where theft might occur.

## **Visitors**

If you are expecting a visitor, please notify the Hostperson or the Restaurant Manager. Employees may not have outside visitors during work hours or within their work areas. All visitors must first check in at the reception area. Visitors are not allowed in any area of the building without being accompanied by an authorized employee. Under no circumstances will visitors be allowed in confidential, unauthorized or potentially hazardous areas.

## **Severe Weather**

Severe weather is to be expected during certain months of the year. Although driving may at times be difficult, when caution is exercised the roads are normally passable. Except in cases of severe storms, we are all expected to work our regular hours. Time taken off due to poor weather conditions while the business remains open is to be used as vacation or is unpaid.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

If extreme weather conditions require closing of the building, you will be notified by the GM.

## **Natural Disasters**

Natural disasters, including earthquakes, hurricanes, mudslides, floods and fires are to be expected from time to time. Although driving may be difficult in some areas due to damaged freeways and streets, when caution is exercised the roads are normally passable or alternate routes are available. Except in severe cases, we are all expected to work our regular hours. Time taken off due to natural disasters while the business remains open is to be used as vacation or is unpaid.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

If extreme weather conditions require closing of the building, you will be notified by the GM.

## **Personal Telephone Calls**

It is important to keep our telephone lines free for customer calls. Although the occasional use of the company's telephones for a personal emergency may be necessary, routine personal calls are not permitted.

**Employees are not permitted to carry or use their cell phone during their working shift.** Employees who violate this policy are subject to disciplinary action up to and including termination of employment.

## **Acceptable Use of Electronic Communications**

This policy contains guidelines for electronic communications created, sent, received, used, transmitted, or stored using the company's communication systems or equipment and employee provided systems or equipment used either in the workplace, during working time or to accomplish work tasks. "Electronic communications" include, among other things, messages, images, text data or any other information used in e-mail, instant messages, text messages, voice mail, fax machines, computers, personal digital assistants (including Blackberry, iPhone, iPad or similar devices), pagers, telephones, cellular and mobile phones including those with cameras, Intranet, Internet, back-up storage, information on a memory or flash key or card, jump or zip drive or any other type of internal or external removable storage drives. In the remainder of this policy, all of these communication devices are collectively referred to as "systems."

Acceptable Uses of Our Systems: Employees may use our systems to communicate internally with co-workers or externally with customers and other business acquaintances for business purposes.

Company Control of Systems and Electronic Communications: All electronic communications contained in company systems are company records and/or property. Although an employee may have an individual password to access our systems, the systems and communications belong to the company. The systems and electronic communications are accessible to the company at all times including periodic unannounced inspections. Our systems and electronic communications are subject to use, access, monitoring, review, recording and disclosure without further notice. Employee communications on our system are not confidential or private.

The company's right to use, access, monitor, record and disclose electronic communications without further notice applies equally to employee-provided systems or equipment used in the workplace, during working time, or to accomplish work tasks.

Personal Use of Our Systems: Personal communications in our systems are treated the same as all other electronic communications and will be used, accessed, recorded, monitored, and disclosed by the company at any time without further notice. Since all electronic communications and systems can be accessed without advance notice, employees should not use our systems for communication or information that employees would not want revealed to third parties. Personal use of our system should be limited to non-working time. Personal use of our system must be conducted in such a manner that it does not affect smooth system operation or use a disproportional amount of the system's functional capacity.

Proprietary Business Information: Proprietary business information means confidential and proprietary information related to the company's trade secrets, business models, business services, sales agreements, pricing information, customer lists, recipes, vendor agreements, strategic business or marketing plans, expansion plans, contracts, non-public financial performance information and other information that derives economic value by being protected from public consumption or competitors may only be used on company systems. Proprietary business information may not be downloaded, saved, or sent to a personal laptop, personal storage device, or personal email account under any circumstances without advance written approval from a member of management. Proprietary business information does not restrict employee rights to discuss their wages, hours or other terms of employment.

Prohibited Uses of Our Systems: Employees may not use company systems in a manner that is unlawful, wasteful of company resources, or unreasonably compromises employee productivity or the overall integrity or stability of the company's systems. These tools are provided to assist employees with the execution of their job duties and should not be abused. Examples of prohibited uses include, among other things, sexually explicit messages, images, cartoons, or jokes; propositions or love letters; ethnic or racial slurs; or any other message or image that may be in violation of company policies.

In addition, employees may not use our company systems:

- To download, save, send or access any discriminatory, obscene, or malicious or knowingly false material;

- To download, save, send or access any music, audio or video file unless business related;
- To download anything from the internet (including shareware or free software) without the advance written permission of the GM;
- To download, save, send or access any site or content that the company might deem “adult entertainment;”
- To attempt or to gain unauthorized or unlawful access to computers, equipment, networks, or systems of the company or any other person or entity;
- In connection with any infringement of intellectual property rights, including but not limited to copyrights;
- In connection with the violation or attempted violation of any law; and
- To transmit proprietary business information or client material such as pricing information or trade secrets.

Electronic Forgery: An employee may not misrepresent, disguise, or conceal his or her identity or another’s identity in any way while using electronic communications; make changes to electronic communications without clearly indicating such changes; or use another person’s account, mail box, password, etc. without prior written approval of the account owner and without identifying the actual author.

Intellectual Property Rights: Employees must always respect intellectual property rights such as copyrights and trademarks.

System Integrity, Security, and Encryption: All systems passwords and encryption keys must be available and known to the company. You may not install password or encryption programs without the written permission of

the GM. Employees may not use the passwords and encryption keys belonging to others.

Applicable Laws: Numerous state and federal laws apply to electronic communications. The company complies with applicable laws. Employees also must comply with applicable laws and should recognize that an employee could be personally liable and/or subject to fine and imprisonment for violation of applicable laws.

Consequences of Policy Violations: Violations of this policy may result in disciplinary action up to and including immediate termination of an employee's employment as well as possible civil liabilities or criminal prosecution. Where appropriate, the company may advise legal officials or appropriate third parties of policy violations and cooperate with official investigations. We will not, of course, retaliate against anyone who reports possible policy violations or assists with investigations.

If you have questions about the acceptable use of our systems or the content of electronic communications, ask the GM for advance clarification.

## **Social Media**

“Social media” includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the company.

You are more likely to resolve work related complaints by speaking directly with your co-workers or by utilizing

our problem solving procedure than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as maliciously false, obscene, threatening or intimidating, that defames customers, competitors, vendors or employees or that might constitute harassment or bullying. Examples of such conduct might include posts meant to put someone in fear for their physical safety or psychological well-being; posts designed to cast someone in a false light to the public; posts that invade a person's reasonable expectation of privacy; or posts that could contribute to a hostile work environment on the basis of race, age, gender, national origin, color, disability, religion or other status protected by federal, state or local law.

Make sure you are always truthful and accurate when posting information or news. If you make a mistake, correct it quickly. Be open about any previous posts you have altered. Use privacy settings when appropriate. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. The Internet is immediate; nothing that is posted ever truly "expires." Never post any information or rumors that you know to be false about the company, fellow employees, customers, and people working on behalf of the company or competitors.

Do not create a link from your blog, website or other social networking site to the company's website without identifying yourself as a company employee. Express only your personal opinions. Never represent yourself as a spokesperson for the company or make knowingly false representations about your credentials or your work. If the company is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the company. It is best to include a

statement such as “The postings on this site are my own and do not necessarily reflect the views of the company.” You must refrain from using social media while on working time.

Employees are encouraged to report violations of this policy. The company prohibits retaliation against any employee for reporting a possible deviation from this policy or for cooperating in an investigation.

Where applicable, the company complies with state laws concerning access to an employee's personal social networking account, including restrictions concerning employer requests for an employee's username and/or password.

Nothing in this policy is designed to limit an employee's right under Section 7 of the National Labor Relations Act, including discussing wages or other terms of employment.

If you have questions or need further guidance, please contact the GM.

## **Personal Hygiene**

Maintaining a professional, business-like appearance is very important to the success of our company. Part of the impression you make on others depends on your choice of dress, personal hygiene and courteous behavior. A daily regimen of good grooming and hygiene is expected of everyone. Please ensure that you maintain good personal hygiene habits. While at work, you are required to be clean, dressed appropriately and well groomed.

## **Recycling and Waste Prevention**

The company is committed to the environment and its future. Therefore, recycling containers are located throughout the building for the collection of recyclable materials. Waste of time, materials and utilities is costly to the company. If you have any waste prevention ideas, please advise the GM in writing.

## **Reference Checks**

Our company will not honor any oral requests for references. All requests must be in writing and on company letterhead. Generally, we will only confirm our employees' dates of employment, salary history, and job title.

Under no circumstances should an employee provide another individual with information regarding current or former employees of our company. If you receive a request for reference information, please forward it to the Office Administrator or GM.

## **Protecting Company Information**

Protecting our company's information is the responsibility of every employee. Do not discuss the company's confidential business or proprietary business matters, or share confidential, personal employee information (such as social security numbers, personal banking or medical information) with anyone who does not work for us such as friends, family members, members of the media, or other business entities.

Confidential information does not include information pertaining to the terms and conditions of an employee's employment, including wages. Nothing in this policy is designed to limit an employee's rights under Section 7 of the National Labor Relations Act.

All telephone calls regarding a current or former employee's position/compensation with our company must be forwarded to the Office Administrator or GM.

The company's address shall not be used for the receipt of personal mail.

## **Conflict of Interest/Code of Ethics**

A company's reputation for integrity is its most valuable asset and is directly related to the conduct of its officers and other employees. Therefore, employees must never use their positions with the company, or any of its customers, for private financial gain, to advance personal financial interests, to obtain favors or benefits for themselves, members of their families or any other individuals, corporations or business entities, or engage in activities, investments or associations that compete with the company, interferes with an employee's business judgment concerning the company's best interests, or exploits an employee's position with the company for personal gain.

The company adheres to the highest legal and ethical standards applicable in our business. The company's business is conducted in strict observance of both the letter and spirit of all applicable laws and the integrity of each employee is of utmost importance.

Employees of the company shall conduct their personal affairs such that their duties and responsibilities to the company are not jeopardized and/or legal questions do not arise with respect to their association or work with the company.

This policy will not be enforced to prevent employees from discussing their wages or other terms of employment.

## **Outside Employment**

We hope that you will not find it necessary to seek additional outside employment. However, if you are planning to accept an outside position, you must notify the GM.

Outside employment must not conflict in any way with your responsibilities within our company. You may not work for competitors nor may you take an ownership position with a competitor.

Employees may not conduct outside work or use company property, equipment or facilities in connection with outside work while on company time.

## **Parking**

Free parking facilities are available to employees. You are required to park within the designated areas. Day shift employees are required to park in the spots furthest away from the Restaurant. Employees arriving after 4:00 p.m. are also required to park in the lot. There are no exceptions to this policy.

The company is not responsible for loss, damage or theft of your vehicle. Therefore, we suggest that you lock your vehicle doors.

## **Bulletin Board**

The company maintains a bulletin board(s) in our facility as an important source of information. These bulletin boards are to be used solely for company announcements and government postings.

## **Contact with the Media**

All media inquiries regarding the company and its operations must be referred to the GM. The authorization to make or approve public statements on behalf of the company rests solely with the GM. No employees, unless specifically designated by the GM, are authorized to make statements on behalf of or as a representative of the company.

## **Office Supplies**

Our company maintains a stock of basic office supplies such as pens, paper clips, staples, note pads, etc. used on a day-to-day basis by employees. All office supplies will be provided to you by the GM.

If you need additional items not regularly stocked, please speak to the GM to place a special order.

All office supplies are for business use only and should not be removed from the office for non-business use. Violations of this policy may result in disciplinary action up to and including discharge.

## **If You Must Leave Us**

Should you decide to leave your employment with us, we ask that you provide the GM with at least two weeks' advance notice. Your thoughtfulness is appreciated and will be noted favorably should you ever wish to reapply for employment with the company.

Employees, who are rehired following a break in service in excess of six months, other than an approved leave of absence, must serve a new initial introductory period whether or not such a period was previously completed. Such employees are considered new employees from the effective date of their reemployment for all purposes, including the purposes of measuring benefits.

Our company does not provide a "letter of reference" to former employees. Generally, we will confirm upon request our employees' dates of employment, salary history, and job title.

All company property, including this Employee Handbook, must be returned at the end of employment. Otherwise, the company may take action to recoup any replacement costs and/or seek the return of company property through appropriate legal recourse.

You should notify the company if your address changes during the calendar year in which discharge occurs so that your tax information will be sent to the proper address.

## **Safety in the Workplace**

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## Each Employee's Responsibility

Safety can only be achieved through teamwork at our company. Each employee, supervisor and manager must practice safety awareness by thinking defensively, anticipating unsafe situations and reporting unsafe conditions immediately.

Please observe the following precautions:

1. Notify the GM of any emergency situation. If you are injured or become sick at work, no matter how slightly, you must inform the GM immediately.
2. The use of alcoholic beverages or illegal substances during working hours will not be tolerated. The possession of alcoholic beverages or illegal substances on the company's property is forbidden.
3. Use, adjust and repair machines and equipment only if you are trained and qualified.
4. Know the proper lifting procedures. Get help when lifting or pushing heavy objects.
5. Understand your job fully and follow instructions. If you are not sure of the safe procedure, don't guess; just ask the Restaurant Manager or GM.
6. Know the locations, contents and use of first aid and fire-fighting equipment.
7. Comply with OSHA standards and/or applicable state job safety and health standards as written in our safety procedures manual.

A violation of a safety precaution is in itself an unsafe act. A violation may lead to disciplinary action, up to and including discharge.

## **Workplace Violence**

Violence by an employee or anyone else against an employee, supervisor or member of management will not be tolerated. The purpose of this policy is to minimize the potential risk of personal injuries to employees at work and to reduce the possibility of damage to company property in the event someone, for whatever reason, may be unhappy with a company decision or action by an employee or member of management.

If you receive or overhear any threatening communications from an employee or outside third party, report it to the GM at once. Do not engage in either physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to an employee or visitor to our premises, contact an emergency agency (such as 911) immediately.

All reports of work-related threats will be kept confidential to the extent possible, investigated and documented. Employees are expected to report and participate in an investigation of any suspected or actual cases of workplace violence and will not be subjected to disciplinary consequences for such reports or cooperation.

Violations of this policy, including your failure to report or fully cooperate in the company's investigation, may

result in disciplinary action, up to and including discharge.

## **Workplace Searches**

To protect the property and to ensure the safety of all employees, customers and the company, the company reserves the right to conduct personal searches consistent with state law, and to inspect any packages, parcels, purses, handbags, brief cases, lunch boxes or any other possessions or articles carried to and from the company's property. In addition, the company reserves the right to search any employee's office, desk, files, locker, equipment or any other area or article on our premises. In this regard, it should be noted that all offices, desks, files, lockers, equipment, etc. are the property of the company, and are issued for the use of employees only during their employment. Inspection may be conducted at any time at the discretion of the company.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. Employees working on or entering or leaving the premises who refuse to cooperate in an inspection, as well as employees who after the inspection are believed to be in possession of stolen property or illegal substances, will be subject to disciplinary action, up to and including discharge, if upon investigation they are found to be in violation of the company's security procedures or any other company rules and regulations.

## **Hazard Communication**

Our company may use some chemicals (e.g., cleaning compounds, inks, etc.) in some of its operations. You should receive training and be familiar with the handling, use, storage and control measures relating to these substances if you will use or likely be exposed to them. Safety Data Sheets (SDS) are available for inspections in your work area. You must follow all labeling requirements.

Please consult with the designated safety coordinator prior to purchasing chemicals for the company or bringing them on to our premises. For additional information, please refer to our company's written Hazard Communication Program. If you have any questions, ask the GM or the safety coordinator.

## **Good Housekeeping**

Good work habits and a neat place to work are essential for job safety and efficiency. You are expected to keep your place of work organized and materials in good order at all times. Report anything that needs repair or replacement to the GM.

## Smoking in the Workplace

Our company is committed to providing a safe and healthy environment for employees and visitors. Smoking, including the use of e-cigarettes, is **only permitted on loading dock behind the kitchen. (Not on handicap ramp). Employees are required to wash their hands before returning to work.**

Violations of this policy may result in disciplinary action, up to and including discharge.

## No Weapons in the Workplace

Possession, use or sale of weapons, firearms or explosives on work premises, while operating company machinery, equipment or vehicles for work-related purposes or while engaged in company business off premises is forbidden except where expressly authorized by the company and permitted by state and local laws. This policy applies to all employees, including but not limited to, those who have a valid permit to carry a firearm.

If you are aware of violations or threats of violations of this policy, you are required to report such violations or threats of violations to the GM immediately.

Violations of this policy will result in disciplinary action, up to and including discharge.

## **In An Emergency**

The Manager on duty and/or GM should be notified immediately when an emergency occurs. Emergencies include all accidents, medical situations, bomb threats, other threats of violence, and the smell of smoke.

Should an emergency result in the need to communicate information to employees outside of business hours, the Manager on duty or GM will contact you. Therefore, it is important that employees keep their personal emergency contact information up to date. Notify the Office Administrator when this information changes.

When events warrant an evacuation of the building, you should follow the instructions of the Manager on duty or GM or any other member of management. You should leave the building in a quick and orderly manner. You should assemble at the pre-determined location as communicated to you by the Manager on duty or GM to await further instructions or information.

Please direct any questions you may have about the company's emergency procedures to the GM.

## **Substance Abuse**

The company has vital interests in ensuring a safe, healthy and efficient working environment for our employees, their co-workers and the customers we serve. The unlawful or improper presence or use of controlled substances or alcohol in the workplace presents a danger to everyone. For these reasons, we have established as a condition of employment and continued employment with the company the following substance abuse policy.

Employees are prohibited from reporting to work or working while using illegal or unauthorized substances. Employees are prohibited from reporting to work or working when the employee uses any controlled substance, except when the use is pursuant to a doctor's orders and the doctor advised the employee that the substance does not adversely affect the employee's ability to safely perform his or her job duties.

In addition, employees are prohibited from engaging in the unlawful or unauthorized manufacture, distribution, sale or possession of illegal or unauthorized substances and alcohol in the workplace including: on company paid time, on company premises, in company vehicles, or while engaged in company activities. Our employees are also prohibited from reporting for duty or remaining on duty with any alcohol in their systems. Employees are further prohibited from consuming alcohol during working hours, including meal and break periods.

Your employment or continued employment with the company is conditioned upon your full compliance with the foregoing substance abuse policy. Any violation of this policy may result in disciplinary action, up to and including discharge. Furthermore, any employee who violates this policy who is subject to discharge, may be

permitted in lieu of discharge, at the company's sole discretion, to participate in and successfully complete an appropriate treatment, counseling or rehabilitation program as recommended by a substance abuse professional as a condition of continued employment and in accordance with applicable federal, state, and local laws.

Consistent with its fair employment policy, the company maintains a policy of non-discrimination and reasonable accommodation with respect to recovering addicts and alcoholics, and those having a medical history reflecting treatment for substance abuse conditions. We encourage employees to seek assistance before their substance or alcohol use renders them unable to perform their essential job functions or jeopardizes the health and safety of themselves or others. The company will attempt to assist its employees through referrals to rehabilitation, appropriate leaves of absence and other measures consistent with the company's policies and applicable federal, state or local laws.

The company further reserves the right to take any and all appropriate and lawful actions necessary to enforce this substance abuse policy including, but not limited to, the inspection of company issued lockers, desks or other suspected areas of concealment, as well as an employee's personal property when the company has reasonable suspicion to believe that the employee has violated this substance abuse policy.

Although the state has legalized marijuana for medicinal purposes, the company is not required to allow the medicinal use of marijuana in the workplace. Use is strictly prohibited on company property and may result in discipline, up to and including immediate discharge.

This policy represents management guidelines. For more information, please speak to the GM.

## **Receipt of Employee Handbook and Employment-At-Will Statement**

This is to acknowledge that I have received a copy of the Ventura's Offshore Cafe Employee Handbook and I understand that it contains information about the employment policies and practices of the company. I agree to read and comply with this Employee Handbook. I understand that the policies outlined in this Employee Handbook are management guidelines only, which in a developing business will require changes from time to time. I understand that the company retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the company. I understand that this Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements.

I understand that except for the policy of at-will employment, the company reserves the right to revise, delete and add to the provisions of this Employee Handbook at any time without further notice. All such revisions, deletions or additions to the Employee Handbook will be in writing and will be signed by the GM of the company. I understand that no oral statements or representations can change the provisions of this Employee Handbook.

I understand that this Employee Handbook is not intended to create contractual obligations with respect to any matters it covers and that the Employee Handbook does not create a contract guaranteeing that I will be employed for any specific time period.

**THIS COMPANY IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS EMPLOYEE HANDBOOK, THE COMPANY OR I MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS EMPLOYEE HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE OR REPRESENTATIVE OF THE COMPANY IS AUTHORIZED TO ENTER INTO AN AGREEMENT—EXPRESS OR IMPLIED—WITH ME OR ANY EMPLOYEE FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME. ANY AGREEMENT TO EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME WILL BE PUT INTO WRITING AND SIGNED BY THE GM OF THE COMPANY.**

I understand that this Employee Handbook refers to current benefit plans maintained by the company and that I must refer to the actual plan documents and summary plan descriptions as these documents are controlling.

I have read and understand the Vacation Policy in this Employee Handbook.

Initials \_\_\_\_\_ Date \_\_\_\_\_

I also understand that if a written contract is inconsistent with the Employee Handbook, the written contract is controlling.

If I have questions regarding the content or interpretation of this Employee Handbook, I will ask the GM or a member of management.

NAME \_\_\_\_\_

DATE \_\_\_\_\_

EMPLOYEE  
SIGNATURE \_\_\_\_\_

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