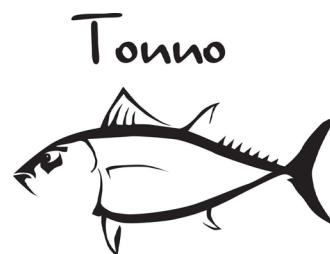


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Caturano Restaurant Group

**Employee Handbook
September 2023**

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Welcome!

Congratulations and welcome to the Caturano Restaurant Group! We are delighted to have you with us and wish you much success in your new position.

Our goal is to provide our guests with the highest quality of service and our staff with the best possible workplace. It is only through the combined efforts of dedicated individuals such as yourselves that this goal is achievable.

The quality of our restaurant is reflected in our staff, all of whom have been chosen from many candidates. The individual employee is our most valuable asset and resource. Your success and growth will be reflected in the success and growth of our restaurants.

We expect you, as our representative, to provide our guests with nothing other than great service, this along with exceptional food is the heartbeat of our business model. We are proud to have many customers who have been dining with us for years and return frequently. As neighborhood restaurants we can't overestimate the sustaining power of regulars.

Truly investing in our staff means working towards a healthy, positive, and friendly work environment where all of us are treated with respect and professionalism. We are happy to have you on the team.

So welcome! Let's make money and have some fun!

Sincerely,

Anthony Caturano

Foreword

This Employee Handbook (the "Handbook") has been written to provide information pertaining to the employer/employee relationship.

There are several things that are important to keep in mind about this Handbook. First, it contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address your specific questions to your manager or to Elyse Brooks. In addition, although this handbook may refer to current benefit plans maintained by the Company, please refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan.

Second, this Handbook is not, nor should it be considered to be, an agreement or contract of employment, either express or implied, or a promise of treatment in any particular manner in any given situation. This Handbook is not a contract (or promise to enter into a contract) for employment or continued employment. Nor does it guarantee any fixed terms and/or conditions of your employment. Your employment is "at will." It is not for any specific time and may be terminated at any time, with or without cause and without prior notice by the Company, or you may resign for any reason at any time. Neither you nor the Company has entered into any contract of employment, express or implied. Our relationship is and will always be one of voluntary employment "at will." Any deviation from this at-will employment policy requires a written agreement signed by you and Anthony Caturano.

Third, the procedures, practices, policies and benefits described herein may be changed, modified or discontinued from time to time, with or without notice, at the sole discretion of the Company, and employees are responsible for abiding by same. Any prior handbooks, policies, agreements or the like regarding the subject matter of this Handbook are superseded and replaced by this Handbook.

Equal Opportunity Employer

We respect diversity and accordingly are an equal opportunity employer that does not discriminate on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth, related medical conditions and lactation), gender identity or gender expression (including transgender status), sexual orientation, marital status, military service and veteran status, disability, protected medical condition as defined by applicable state or local law, genetic information, or any other characteristic protected by applicable federal, state, or local laws and ordinances. Our management team is dedicated to ensuring the fulfillment of this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, access to facilities and programs, and general treatment during employment.

We will endeavor to make a reasonable accommodation to applicants and employees who have requested an accommodation or for who the Company has notice may require such an accommodation, without regard to any protected classifications, related to an individual's: (i) disability, meaning any physical, medical, mental, or psychological impairment, or a history or record of such impairment; (ii) sincerely held religious beliefs and practices; (iii) needs as a victim of domestic violence, sex offenses or stalking; (iv) needs related to pregnancy, childbirth or related medical conditions; and/or (v) any other reason required by applicable law, unless the accommodation would impose an undue hardship on the operation of our business. Any individual who would like to request an accommodation should contact Elyse Brooks, Regional Manager.

Employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of Elyse Brooks, Regional Manager. Elyse's contact information can be found in the next policy.

Reports of discrimination should be made in accordance with the Reporting Procedures set forth in the Discrimination, Harassment & Retaliation Prevention policy as well as any procedures set forth in any applicable state supplement. We will not allow any form of retaliation against employees who raise issues of equal employment opportunities in the workplace.

Sexual Harassment and Other Illegal Harassment/Discrimination

Introduction

It is the goal of the Company to promote a workplace that is free of sexual harassment. Sexual harassment of employees occurring in the workplace or in other settings in which employees may find themselves in connection with their employment is unlawful and will not be tolerated by this company. Further, any retaliation against an individual who has complained about sexual harassment or retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is similarly unlawful and will not be tolerated. To achieve our goal of providing a workplace free from sexual harassment, the conduct that is described in this policy will

not be tolerated and we have provided a procedure by which inappropriate conduct will be dealt with, if encountered by employees.

Because the Company takes allegations of sexual harassment seriously, we will respond promptly to complaints of sexual harassment and where it is determined that such inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.

Please note that while this policy sets forth our goals of promoting a workplace that is free of sexual harassment, the policy is not designed or intended to limit our authority to discipline or take remedial action for workplace conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of sexual harassment.

Other Illegal Harassment/Discrimination

The Company is committed to providing all employees a work environment free of unlawful discrimination or harassment. The Company does not tolerate and prohibits discrimination or harassment of or against our job applicants, contractors, interns, volunteers, or employees by another employee, supervisor, vendor, customer, or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth, related medical conditions and lactation), gender identity or gender expression (including transgender status), sexual orientation, marital status, military service and veteran status, disability, protected medical condition as defined by applicable state or local law, genetic information, or any other characteristic protected by applicable federal, state, or local laws and ordinances (referred to as "protected characteristics"). The Company also prohibits retaliation as defined below. Every employee is expected to avoid any conduct that could reasonably be interpreted as harassment prohibited by this policy. Employees are also expected to inform management in the workplace when they find conduct to be offensive or unwelcome.

Harassment prohibited by this policy includes any verbal or physical conduct that may be perceived as denigrating, or showing hostility or aversion toward an individual because of their protected characteristics, or because of the protected characteristic of an individual's relatives, friends, or associates. Some examples of impermissible harassment include but are not limited to: using epithets or slurs focusing on an individual's membership in a protected group; or negative stereotyping, threatening, intimidating or hostile acts, making jokes or comments based on an individual's membership in a protected group; or displaying written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of a protected characteristic. Unlawful harassment is not necessarily sexual in nature.

The procedures and other terms of this policy (including section I, as applicable) pertain not only to sexual harassment, but to all forms of illegal harassment and discrimination, and should be utilized should you believe that you have been the victim of or a witness to any form of illegal harassment or discrimination.

Definition of Sexual Harassment

In Massachusetts, the legal definition for sexual harassment is this: "sexual harassment" means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- a. submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or,

- b. such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a work place environment that is hostile, offensive, intimidating, or humiliating to male or female workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct which if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness:

- Unwelcome sexual advances -- whether they involve physical touching or not
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess
- Displaying sexually suggestive objects, pictures, cartoons
- Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments
- Inquiries into one's sexual experiences, and
- Discussion of one's sexual activities

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment, and retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is unlawful and will not be tolerated by the Company.

Complaints of Sexual Harassment or Other Illegal Harassment/Discrimination

If any of our employees believe that they have been subjected to sexual harassment or other illegal harassment or discrimination, the employee has the right to file a complaint with the company. This may be done in writing or verbally.

If you feel that you are the object of (or have information regarding any act of) sexual harassment or other illegal harassment or discrimination, you should report the matter immediately to Elyse Brooks, your General Manager, or to any supervisor with whom you feel comfortable. Elyse Brooks can be reached at elyse@prezza.com or at 603 858 6985. You can also report the matter to Hopdov, our HR Partner. Hopdov can be reached at prezza@hopdov.com.

A supervisor/manager who observes an incident that may constitute sexual harassment or other illegal harassment/discrimination should immediately notify Elyse Brooks, who will commence and/or oversee any appropriate investigation, if necessary.

Elyse Brooks or your General Manager are available to discuss any concerns you may have and to provide information to you about this policy and our complaint process.

THE COMPANY'S ABILITY TO PROMOTE A WORKPLACE THAT IS FREE OF SEXUAL HARASSMENT AND OTHER ILLEGAL HARASSMENT/DISCRIMINATION WILL BE ENHANCED BY YOUR FOLLOWING THIS POLICY AND ADVISING US IMMEDIATELY IN THE EVENT YOU BELIEVE THAT YOU OR OTHERS HAVE BEEN SUBJECTED TO SEXUAL

HARASSMENT OR OTHER ILLEGAL HARASSMENT/DISCRIMINATION SO THAT WE CAN TAKE PROMPT AND APPROPRIATE REMEDIAL ACTION.

Investigation

When we receive a complaint of sexual harassment or other illegal harassment/discrimination, we will promptly investigate the allegation in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. Our investigation will include a private interview with the person filing the complaint and may also include, to the extent appropriate, interviews with witnesses and the person(s) alleged to have committed sexual harassment or other illegal harassment/discrimination. When we have completed our investigation, we may, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

If it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the offending conduct, and where it is appropriate we will also impose disciplinary action, including termination if necessary.

Disciplinary Action

If it is determined that inappropriate conduct has been committed by one of our employees, we will take such action as is appropriate under the circumstances. Such action may range from counseling to termination from employment, and may include such other forms of disciplinary action as we deem appropriate under the circumstances.

State and Federal Remedies

In addition to the above, if you believe you have been subjected to sexual harassment or other illegal harassment/discrimination, you may file a formal complaint with either or both of the government agencies set forth below. Using our internal complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim (EEOC - 300 days; MCAD – 300 days).

1. The United States Equal Employment Opportunity Commission (“EEOC”)
Boston Area Office
John F. Kennedy Federal Building
Government Center
Fourth Floor
Boston, MA 02203
(617) 565-3200
2. The Massachusetts Commission Against Discrimination (“MCAD”)
Boston Office:
One Ashburton Place - Rm. 601
Boston, MA 02108
(617) 727-3990

All questions regarding this policy should be directed to Elyse Brooks.

This Sexual Harassment and Other Illegal Harassment/Discrimination Policy is not a contract (or promise to enter into a contract) for employment or continued employment, nor does it create any rights for you that are not otherwise provided by law.

Pregnant Workers Fairness Act

Pursuant to Massachusetts Pregnant Workers Fairness Act (the "Act"), employees have the right to be free from discrimination in relation to pregnancy or a condition related to the employee's pregnancy including, but not limited to, lactation or the need to express breast milk for a nursing child, including the right to reasonable accommodations for conditions related to pregnancy.

The Company will provide a reasonable accommodation for an employee's pregnancy or any condition related to the employee's pregnancy including, but not limited to, lactation or the need to express breast milk for a nursing child if the employee requests such an accommodation; provided,

however, that the Company may deny such an accommodation if the accommodation would impose an undue hardship on the Company's program, enterprise or business. "Reasonable accommodations", may include, but are not be limited to: (i) more frequent or longer paid or unpaid breaks; (ii) time off to attend to a pregnancy complication or recover from childbirth with or without pay; (iii) acquisition or modification of equipment or seating; (iv) temporary transfer to a less strenuous or hazardous position; (v) job restructuring; (vi) light duty; (vii) private non-bathroom space for expressing breast milk; (viii) assistance with manual labor; or (ix) a modified work schedule; provided, however, that the Company is not required to discharge or transfer an employee with more seniority or promote an employee who is not able to perform the essential functions of the job with or without a reasonable accommodation.

The Company may require that documentation about the need for a reasonable accommodation come from an appropriate health care or rehabilitation professional; provided, however, that the Company will not require documentation from an appropriate health care or rehabilitation professional for the following accommodations: (i) more frequent restroom, food, or water breaks; (ii) seating; (iii) limits on lifting more than 20 pounds; and (iv) private non-bathroom space for expressing breast milk. The Company also may require documentation for an extension of the accommodation beyond the originally agreed to accommodation.

The Company will not:

1. take adverse action against an employee who requests or uses a reasonable accommodation in terms, conditions or privileges of employment including, but not limited to, failing to reinstate the employee to the original employment status or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits and other applicable service credits when the need for a reasonable accommodation ceases;
2. deny an employment opportunity to an employee if the denial is based on the need of the Company to make a reasonable accommodation to the known conditions related to the employee's pregnancy including, but not limited to, lactation or the need to express breast milk for a nursing child;
3. require an employee affected by pregnancy, or require said employee affected by a condition related to the pregnancy, including, but not limited to, lactation or the need to express breast milk for a nursing child, to accept an accommodation that the employee chooses not to accept, if that accommodation is unnecessary to enable the employee to perform the essential functions of the job;
4. require an employee to take a leave if another reasonable accommodation may be provided for the known conditions related to the employee's pregnancy, including, but not limited to, lactation or the need to express breast milk for a nursing child, without undue hardship on the Company's program, enterprise or business;
5. refuse to hire a person who is pregnant because of the pregnancy or because of a condition related to the person's pregnancy, including, but not limited to, lactation or the need to express breast milk for a nursing child; provided, however, that the person is capable of performing the essential functions of the position with a reasonable

accommodation and that reasonable accommodation would not impose an undue hardship, demonstrated by the Company, on the Company's program, enterprise or business.

An employee who notifies the Company of a pregnancy or an employee who notifies the Company of a condition related to the employee's pregnancy including, but not limited to, lactation or the need to express breast milk for a nursing child will receive an additional copy of this notice not more than 10 days after such notification.

If employees have any questions about or would like to request a reasonable accommodation pursuant to this policy, they should contact Elyse Brooks.

Lactation Accommodation

The Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's child, to the extent required by and in accordance with applicable law. If possible and permitted by applicable law, the break time must run concurrently with rest and meal periods already provided to the employee. Break time that cannot run concurrently with rest and meal periods already provided to the employee will be unpaid, to the extent permitted by applicable law. The Company may not be able to provide additional break time if doing so would seriously disrupt the Company's operations unless otherwise required by applicable law.

The Company will make reasonable efforts to provide an employee with use of a room or location in close proximity to the employee's work area, other than a bathroom, for the employee to express milk in private. This room or location may be the employee's private office, if applicable.

Employees will not be discriminated against or retaliated against for exercising their rights under this policy. Employees can contact Elyse Brooks with questions regarding this policy.

Introductory Period

The first **90** days of employment are considered an introductory period. This provides you with the opportunity to acclimate yourself to the job and enables the Company to evaluate your performance. At the end of the Introductory Period, you may meet with your supervisor for an evaluation of your performance. Upon successful completion of your Introductory Period, you will be considered a regular employee.

Employee Categories

Full-Time Employee

A full-time employee is one who is regularly scheduled to work no less than 40 hours in a workweek (this is determined by looking at an employee's average weekly hours over the last six-month period).

Part-Time Employee

A part-time employee is one who is scheduled to work less than 40 hours in a workweek.

Non-Exempt Employee

An Employee who is required to be paid minimum wage (at the federal or state prescribed wage rate, whichever is higher), and overtime at the rate of one and ½ times their regular rate of pay for all hours worked in excess of forty (40) hours in a workweek.

Exempt Employee

An Employee who is not, in accordance with federal or state wage and hour laws, subject to the overtime pay provisions of the Fair Labor Standards Act (FLSA). The determination of exempt status is made in accordance with applicable law.

Performance Reviews

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. The Company will strive to conduct a formal performance evaluation at the end of an employee's introductory period. The Company also strives to conduct additional formal performance reviews annually to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

Workers' Compensation

All employees are covered under our Workers' Compensation policy as required by applicable law. Accidental injuries which occur during working hours or conditions caused by work activities are covered under our Workers' Compensation policy. This insurance provides for the payment of medical expenses and weekly compensation payments during the period of an employee's work-related injury or illness.

Employees must report all injuries, no matter how slight, to management as soon as possible. Claim forms must be filed promptly to ensure claims are processed and Company records are prepared properly. Failure to follow Company procedures may affect employees' eligibility to receive Workers' Compensation benefits.

Jury Duty

Any employee who is summoned to appear for jury duty will be allowed time off for responding to the summons and, if applicable, serving jury duty. Employees are required to notify their supervisor as soon as practical when they receive notice to appear for jury duty.

Employees will receive their regular pay, less jury duty fees, for all time spent responding to the summons and serving on a jury during regularly scheduled work hours for the first three days. Thereafter, all time spent on jury duty will be unpaid.

To be eligible for jury duty pay, the employee must obtain a juror service certificate and contact their manager when available to return to work. Exempt employees are expected to be available when possible while on jury duty to maintain operating effectiveness provided it does not interfere with jury service.

PLEASE NOTE: If your jury time is not convenient for the Restaurant you may be provided with a letter to request that your jury duty be postponed.

Holidays

Due to the nature of the restaurant business you may be required to work holidays. It is currently our policy to close the restaurants for business on the following holidays: Thanksgiving Day and Christmas Day. Employees will not be paid when the restaurants are closed unless otherwise required by law.

Paid Sick Leave

The Company provides paid sick time to all Employees. Paid sick time accrues at a rate of one (1) hour for every thirty (30) hours worked per year based on your date of hire, up to a maximum of 40 hours. Employees may use up to 40 hours of accrued sick time per year. Accrual of sick time begins on the employee's first date of actual work, but employees may not use such earned paid sick time until after they have successfully completed their first three (3) month probationary period.

Sick time is provided to allow employees to:

1. Care for the employee's own physical or mental illness, injury, or other medical condition that requires home, preventative, or professional care;
2. Care for a child, parent, spouse, or parent of a spouse who is suffering from a physical or mental illness, injury, or other medical condition that requires home, preventative or professional care;
3. Attend routine medical and dental appointments for themselves or for their child, parent, spouse, or parent of a spouse;
4. Address the psychological, physical, or legal effects of domestic violence; or
5. Travel to and from an appointment, a pharmacy, or other location related to the purpose for which the time was taken.

Paid sick time may be used for full or partial day absences. The smallest amount of sick time that an employee can take is one hour. Please note that sick time cannot be used as an excuse to be late for work without an authorized purpose.

Any unused paid sick time will not be paid to an employee in lieu of taking the time, however, up to 40 hours of unused paid sick time may be carried over into the following benefit year. Once an employee accumulates 40 hours of unused paid sick time, they will not accrue or receive any additional paid sick time until their total number of unused paid sick hours drops below 40. Any unused paid sick time will not be paid upon termination. Sick days have no monetary value and employees will not be compensated for unused sick days upon separation of employment or at any other time. Paid sick time will also not be considered as hours worked in the computation of overtime.

Employees who take a leave of absence will be required to use all of their accrued paid sick time during their leave, except where prohibited by law.

If an employee needs to be absent, to be late or to leave work early (for purposes that are permissible under this policy), the employee must give advance notice to their manager, except in an emergency. If the absence is foreseeable (for example, if the employee will be absent to attend a previously scheduled appointment), the employee must provide at least seven (7) days' advance notice, unless the employee learns of the need to use paid sick time within a shorter period of time. If the absence is not foreseeable, the employee must provide notice to their

manager as soon as possible, but at least three (3) hours before the start of the employee's shift. If three (3) hours' notice is not reasonable due to an accident or sudden illness, notice must be provided as soon as practicable.

If an employee is going to be absent on multiple days, the employee must provide notice of the expected duration of the leave or, if unknown, provide notice of continuing absence on a daily basis, unless the circumstances make such notice unreasonable.

The Company will generally require an employee to submit a doctor's note or other documentation to support the use of sick time if the absence exceeds three consecutive days on which the employee is scheduled to work or occurs after multiple unforeseeable and undocumented absences within a short period.

Please note that if an employee abuses this policy, the Company may discipline for misuse of earned paid sick time, unless the employee provides verification of authorized use.

Paid Vacation Policy

Only the following employees qualify for paid vacation:

- Full time salaried employees; and
- Full time back of house employees who work in the kitchen the majority of their work time.

Part time employees (whether hourly or salary), full time hourly employees who do not work in the back of house the majority of their work time, and tipped employees are not eligible for paid vacation time.

Employees who qualify for paid vacation are eligible for annual paid vacation time under this policy based on their date of hire as a full time salaried employee or full time back of house employee.

Employees who qualify for paid vacation time under this policy will accrue 3.33 vacation hours per month, up to a maximum of 40 vacation hours (5 days) each year.

However, new full-time salaried employees and new full time back of house employees will not accrue nor be eligible to take paid vacation until after six (6) continuous months of employment with the Company as a full-time salaried employee or full time back of house employee.

Vacation time under this policy is granted on a use-or-lose it basis. Specifically, employees must use their vacation time during any given year under this policy (based on hire date as a full-time salaried employee or full time back of house employee), or it is forfeited. Vacation time cannot be carried over from year to year.

Employees must provide as much advance notice as possible for all vacation requests, but at least three weeks of advance notice is required. All vacation requests should be submitted to your manager and are subject to approval by management. The Company reserves the right to deny requested vacation time where necessary to meet business needs.

Upon separation (regardless of the reason), employees who qualify for paid vacation will be paid for all vacation hours accrued in accordance with this policy, but not used at their rate of pay as of the date of their departure.

Requests for Unpaid Time Off (RTO)

Employees may request time off from work which will be unpaid. Requests for unpaid time off from work should be made at least three (3) weeks in advance. All such requests must be submitted to your manager and are subject to approval by management. The Company reserves the right to deny requested time off where necessary to meet business needs.

Family and Medical Leave Act Policy

Eligibility Requirements

Employees are eligible for FMLA if:

- At least fifty (50) or more employees are employed within a 75-mile radius of the employee's work site;
- The employee has been employed for at least one year; and
- The employee has worked at least 1,250 hours within the previous twelve (12) months.

Basic Leave Entitlement

The FMLA requires covered employers to provide up to twelve (12) weeks of unpaid, job-protected leave in a 12-month period to eligible employees for certain family and medical reasons. The 12-month period is determined on a "rolling" 12-month period dating back from the time the employee uses any FMLA leave. Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent (but not in-law) who has a serious health condition; and/or
- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care, or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job.

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

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

Military Family Leave

Eligible employees with a spouse, son, daughter, or parent (but not in-law) on covered active duty or called to covered active-duty status (or has been notified of an impending call or order to covered active duty) in the Reserve component of the Armed Forces for deployment to a foreign country in support of a contingency operation or Regular Armed Forces for deployment to a foreign country may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling

sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement which permits eligible employees (spouse, son, daughter, parent (but not in-law) or next of kin of a covered service member) to take up to twenty-six (26) weeks of leave to care for a covered service member with a serious injury or illness during a single 12-month period (one time basis only). A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as “current members of the Armed Forces.” Covered servicemembers also includes a veteran who is discharged or released from military services under condition other than dishonorable at any time during the five-year period preceding the date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as “covered veterans.” The FMLA definitions of a “serious injury or illness” for current Armed Forces members and covered veterans are distinct from the FMLA definition of “serious health condition” applicable to FMLA leave to care for a covered family member.

Job Benefits and Protection

If applicable, during FMLA leave, the Company must maintain health coverage under any “group health plan” on the same terms as if the employee had continued to work. If paid time off is substituted for unpaid leave, the Company will deduct the employee’s portion of any applicable health plan premium as a regular payroll deduction. If the employee’s leave is unpaid, the employee must make arrangements with their General Manager prior to taking leave to pay their portion of any applicable health insurance premiums each month.

The Company’s obligation to maintain health care coverage ceases if an employee’s premium payment is more than 30 days late. If an employee’s payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave. For purposes of this paragraph, an employee will be considered to have returned to work if the employee returns to work for at least 30 calendar days, or the employee retires at the end of the FMLA leave period or within 30 days thereafter.

Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

The use of FMLA leave cannot result in the loss of any employment benefits that accrued prior to the start of an employee’s leave.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Company’s operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees must use accrued vacation if applicable and sick time (to the maximum extent permitted by applicable law) while on unpaid FMLA leave. The substitution of paid time for unpaid

FMLA leave time does not extend the length of FMLA leaves and the paid time will run concurrently with an employee's FMLA entitlement. Receipt of disability benefits, Workers' Compensation benefits or other monetary benefits does not extend the maximum amount of leave time to which an employee is eligible under the FMLA.

Employee Responsibilities

Employees must provide thirty (30) days' advance notice of the need to take FMLA leave when the need is foreseeable. When thirty (30) days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the Company's normal call-in procedures.

Employees must provide sufficient information for the Company to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the 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. Employees also must inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees may also be required to provide medical certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under the FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for ineligibility.

Covered employers must inform employees if leave is designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for the Company to:

- Interfere with, restrain, or deny the exercise of any right provided under the FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA.

Concerns regarding a possible violation with respect to either of these obligations should be reported to Elyse Brooks.

Enforcement

Employees may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

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.

Massachusetts Paid Family and Medical Leave Policy

Eligibility Requirements

All employees working in Massachusetts are eligible for paid family and medical leave under the Massachusetts Paid Family and Medical Leave Act ("PFMLA"), provided they are eligible for unemployment compensation in Massachusetts and receive wages from a Massachusetts

employer. Former employees may also be eligible for paid benefits, to the extent they have been separated from the Company for not more than 26 weeks at the start of their leave and have not found subsequent employment at the time their leave begins.

Entitlement

Eligible employees may take up to twenty-six (26) weeks of job-protected PFMLA leave for certain family and medical reasons during the course of a benefit year. The benefit year is calculated prospectively looking at the 52-week period beginning on the Sunday *immediately preceding* the first day of job-protected leave for the employee. PFMLA leave may be taken for any one, or for a combination, of the following reasons:

- *Up to twelve (12) weeks of family leave:* (i) to bond with a child during the first 12 months after the child's birth, adoption, or foster care placement; (ii) for a qualifying exigency arising out of the fact that a family member is on active duty or has been notified of an impending call to active duty in the Armed Forces; or (iii) to care for a covered-family member, who has a serious health condition.
- *Up to twenty-six (26) weeks of family leave to care for a family member who is a covered service member with a serious health condition.*
- *Up to twenty (20) weeks of medical leave for their own serious health condition that makes them unable to perform one or more of the essential functions of their job.*

A **covered-family member** includes the employee's spouse, domestic partner, child, parent, parent of a spouse or domestic partner, a person who stood in loco parentis when the employee was a minor child, grandchild, grandparent, or sibling.

A **serious health condition** is an illness, injury, impairment or physical or mental condition that involves: (i) inpatient care in a hospital, hospice, or residential medical facility; or (ii) continuing treatment by a health care provider.

Qualifying exigencies may include caring for a military member's child or other family member of the military member on covered active duty, making financial or legal arrangements for the military member, attending counseling, attending military events or ceremonies, spending time with the military member during a rest and recuperation leave or following return from deployment or making arrangements following the death of the military member.

A **covered servicemember** is either: (a) a member of the Armed Forces, including a member of the National Guard or Reserves, who is: undergoing medical treatment, recuperation or therapy; otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces, or a serious injury or illness that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces; or (b) a former member of the Armed Forces, including a former member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy for a serious injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces, or a serious injury or illness that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces and manifested before or after the member was discharged or released from service.

Leave and benefits are administered by the Massachusetts Department of Family and Medical Leave (the "Department"). Although the Company provides wage income verification to the Department, all benefits determinations are made exclusively by the Department. The Department calculates weekly benefits as follows: (i) the portion of an employee's average weekly wage that is equal to or less than 50% of the state average weekly wage shall be replaced at a rate of 80%; and (ii) the portion of an employee's average weekly wage that is more than 50% of the state

average weekly wage shall be replaced at a rate of 50%, up to the applicable weekly benefit limits.

The first seven (7) calendar days of leave are unpaid by the Department, except for family leave following a medical leave for pregnancy or childbirth, in which case the seven-day waiting period for the family leave will be waived. During any unpaid waiting period, employees may elect to use sick time (provided the need for leave is covered under the sick time policy) and vacation, to replace their regular income. Typically, employees will start receiving benefits from the Department not less than fourteen (14) days after the Department approves the leave and receipt of benefits, unless the Department approves benefits more than fourteen (14) days before the onset of eligibility to take leave.

Substitution of Department Benefits with Company Benefits

Employees may substitute the Department's benefits with accrued vacation and sick time (assuming the reason for taking PFMLA leave is covered under the sick time policy). If employees elect to make such a substitution, they shall not receive any benefits from the Department. Receipt of such benefits does not extend PFMLA leave entitlements, which will run concurrently with any Company-provided benefits.

Use of Leave

PFMLA leave is usually taken for a period of consecutive days, weeks, or months. However, employees also are entitled to take PFMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or family member. Qualifying exigency leave also may be taken on an intermittent basis. Intermittent leave may be taken in increments of one hour. Please note that the Department will not pay PFMLA benefits in increments of less than 15 minutes. In addition, the Department only permits employees to apply for payment of benefits associated with intermittent leave once they have eight (8) hours of accumulated leave time, except where more than 30 calendar days has lapsed since the employee initially took such leave.

The employee is required to work with the Company to create an agreed-upon intermittent or reduced leave schedule. Failure to comply with the agreed-upon schedule may result in discipline.

The use of intermittent leave will result in the proportional reduction of an employee's available allotment of leave. For example, if an employee normally works 40 hours per week and takes intermittent leave for 20 hours each week, then it will be counted as $\frac{1}{2}$ a week of leave to be counted against the employee's leave entitlement.

Employee Notice to the Company

To trigger PFMLA leave protections, employees must inform Elyse Brooks of the need for leave and the anticipated timing and duration of the leave, if known. The employee notice must state:

- the anticipated start date of the leave,
- the anticipated length of the leave, and
- the individual's expected return date.

Employees must provide the Company at least 30 days' advance notice of the need to take PFMLA leave when the need is foreseeable. Such notice must be provided before employees apply to the Department. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company notice of the need for leave as soon as practicable.

When planning medical treatment, the employee must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations.

The employee must consult with the Company prior to the scheduling of treatment to work out a treatment schedule which best suits the needs of both the Company and the employee.

The Department may deny or delay leave and benefits for employees who fail to give the Company at least 30 days' notice for foreseeable leave without a reasonable excuse for the delay, who apply to the Department before notifying their employer, or who otherwise fail to satisfy PFMLA notice obligations.

Employee Application to the Department

After providing notice to the Company (unless the need for leave is unforeseeable), employees should apply directly to the Department for leave and benefits. Employees are required to use the forms provided by the Department and their application for benefits may not be processed unless the application for benefits includes *all* information necessary for the Department's review and processing. The Department requires the following information:

- Identifying information, such as Social Security Number or Individual Taxpayer Identification Number;
- The nature of the leave, whether family leave or medical leave;
- The starting date and expected duration of the leave;
- Whether the leave will be continuous or intermittent;
- The employer's name and identification number;
- Evidence that notice was provided to the employer in advance of the application for benefits, including the date notice was provided to the employer;
- Any denied, granted, or pending requests for leave for a qualifying reason from the employer during the last 12 months;
- An attestation regarding the family relationship in the form specified by the Department if the leave involves an application for family leave benefits; and
- A completed certification based on the type of leave in the form specific by the Department.

Employees may be required to provide additional specific information requested by the Department where reasonably necessary to review and process an application for benefits including, but not limited to, whether the employee will be receiving any other wage replacement. It is the employee's responsibility to provide the Department with timely, complete, and sufficient information, certifications or other documents supporting the need for leave.

Amendment or Extension of Leave Period and Paid Leave Benefits

If there is a change in relevant circumstances that would justify an extension, reduction, or other modification of the period of leave, the employee and Company must notify the Department within seven calendar days of said change using the forms required by the Department. For extensions, specifically, the employee must make a request for extension at least fourteen (14) calendar days prior to the expiration of the original approved leave. The Department may consider late filed requests upon a showing of good cause by the employee. The request for extension must include:

- the reason for the extension;
- the requested duration of the extended leave;
- the date on which the covered individual provided notice for the request for extension to the employer; and
- a newly completed or updated health care certification supporting the need for leave.

Job Benefits & Protection

During PFMLA leave, the Company will maintain health coverage under any employment-related health insurance on the same terms and conditions as if the employee had continued to work. If

Company-provided benefits are used as a substitute to the Department's benefits, the Company will deduct the employee's portion of any applicable health plan premium as a regular payroll deduction. If the employee is not receiving any Company-benefits during the leave, the employee must make arrangements with their manager prior to taking leave to pay their portion of any applicable health insurance premiums each month.

Unless otherwise provided by applicable law, an employee returning from PFMLA leave will be restored to their previous or equivalent position with equivalent status, pay, benefits, length-of-service credit, and seniority as of the date of the leave.

Return to Work/Fitness for Duty Medical Certifications

Unless notified otherwise, employees returning to work from PFMLA leaves taken for their own serious health conditions must provide the Company with a medical certification confirming they are able to return to work and to perform the essential functions of their positions, with or without reasonable accommodation. The Company may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

Interaction with Other Leave Policies

Leave taken pursuant to PFMLA will run concurrently with leave taken under other applicable state and federal leave laws, including without limitation the Massachusetts Parental Leave Act and the federal Family and Medical Leave Act of 1993, when the leave is for a qualified reason under those laws.

Right to an Appeal

An employee who is denied leave pursuant to the PFMLA may submit an appeal to the Department. The appeal must be filed within ten (10) calendar days of receipt of the denial. The deadline may be extended by the Department upon a showing of circumstances beyond the employee's control. In addition, the employee is required to provide a complete copy of the request for appeal to the Company. Employees may request a hearing with the Department and a final decision will be issued by the Department affirming, modifying, or revoking the initial determination made by the Company.

An employee aggrieved by the Department's final decision may further appeal by filing a complaint in district court for the county in the Commonwealth where the individual resides or was last employed. The complaint must be filed within thirty (30) calendar days of the date the Department's final decision is received by the individual.

Questions and/or Complaints about PFMLA Leave

If you have questions regarding this PFMLA policy, please contact Elyse Brooks, Regional Manager. For questions about determinations by the Department on leave eligibility, entitlement, and/or benefits, please contact the Department directly. The Company is committed to complying with the PFMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the PFMLA.

The PFMLA makes it unlawful for employers to discriminate, retaliate, threaten to retaliate, or interfere with the exercise of any rights under the PFMLA. In addition, employers may not retaliate or threaten to retaliate against any person who has filed a complaint, has caused a complaint to be filed, has or will participate or testify in proceeding relating to a violation of the PFMLA, or has given or is about to give information connected to a proceeding relating to a violation of the PFMLA. If employees believe their PFMLA rights have been violated, they should contact Elyse Brooks. The Company will investigate any PFMLA complaints and take prompt and appropriate

remedial action to address and/or remedy any PFMLA violation. Employees also may file PFMLA complaints with the Department alleging PFMLA violations.

Parental Leave

The Company provides parental leave for eligible employees in accordance with state law.

Regular full-time employees who have successfully completed an introductory period of 90 days of employment are eligible for eight (8) weeks of leave for the birth or adoption of a child under the age of 18 or a person under the age of 23 if that person is physically or mentally disabled. This leave will be unpaid, unless an employee separately qualifies for Paid Family and Medical Leave, which would run concurrently with leave under this policy (FMLA leave, if applicable, also runs concurrently with leave under this policy). An employee may choose to use any of their accrued paid time (like paid sick or vacation time if applicable) that they have while taking leave under this policy.

Employees must provide at least two weeks' notice of the intended departure date for leave, and notice of the intention to return to work.

At the conclusion of a parental leave, the employee will be restored to their previous position or a substantially similar one.

Employees who are out on parental leave will be maintained on the Company's group health plan at the same level, with the same coverage and under the same conditions as if they had not taken leave. For employees on paid leave (i.e., employees using sick or vacation days), their share of premium payments will be deducted from their wages in the usual manner. Employees on unpaid leave (or employees simultaneously on Paid Family and Medical Leave) are responsible for making timely payments to the Company for their share of premium payments, to avoid cancellation of their health insurance coverage.

Small Necessities Leave

Employees in Massachusetts who meet the qualifications for leave under the Federal Family Medical Leave Act are eligible for 24 hours of Small Necessities leave during any rolling 12-month period, measured backward from the employee's last use of Small Necessities leave, for the following purposes:

- to participate in school activities directly related to the educational advancement of a son or daughter of the employee, such as parent-teacher conferences or interviewing for a new school (this does not include interviewing at colleges or universities);
- to accompany the son or daughter of the employee to routine medical or dental appointments, such as check-ups or vaccinations; or
- to accompany an elderly relative of the employee to routine medical or dental appointments or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes.

Small Necessities leave is unpaid leave, except for an employee who has paid leave accrued (paid sick or vacation time), in which case they must use it when taking leave under this policy. The Company will designate leave taken for SNLA qualifying reasons as Small Necessities leave, and will deduct that time from the employee's 24-hour statutory leave entitlement. Leave taken for SNLA qualifying reasons runs concurrently with, and not in addition to, any available sick time, or

other paid leave. Employees may not take Small Necessities leave in increments of less than one hour.

Employees taking Small Necessities leave must provide seven (7) days' advance notice, preferably in writing, if the reason for the leave is foreseeable, and must provide as much notice as possible if the reason for the leave is unforeseeable. The Company may request written certification and/or documentation to support a request for Small Necessities leave.

Domestic Violence Leave

The Company is committed to the health and safety of our employees and their families. If you or your family member is a victim of domestic violence or abusive behavior, you are encouraged to communicate with the Company about the situation.

The Domestic Violence Leave Law provides employees with up to a maximum of 15 days of time off in a 12-month period (The 12-month period is determined on a rolling period basis, measured backward from the employee's last use of Domestic Violence Leave), if either the employee or their family member is:

- The victim of abusive behavior (such as domestic violence, criminal stalking, sexual assault, or kidnapping); or
- Seeking medical attention, counseling, legal or other victim services directly related to the abusive behavior against the employee or family member of the employee.

Employees must use accrued sick time (and any other accrued paid time) before taking leave under this policy. Leave under this policy is unpaid.

The Company requests that employees provide advance notice of the need for leave under this policy, unless there is a threat of imminent danger. If there is such a threat, an employee may take leave under this policy, provided that they or their representative (such as a family member or the employee's counselor, social worker, health care worker, a member of the clergy, shelter worker, or legal advocate) provides notice of the leave within three (3) working days after the employee takes the leave.

If an employee takes leave under this policy, they must provide documentation evidencing that they or their family member has been a victim of domestic violence or abusive behavior within 30 days of the leave request. Valid documentation that will support leave under this policy includes a protective order issued by a court, a letter from the court or agency addressing the abusive behavior, a policy report, medical documentation of treatment as a result of the abusive behavior, a sworn statement signed under pains and penalties of perjury provided by a counselor, social worker, health care worker, member of the clergy, shelter worker, legal advocate or professional who has assisted the employee in addressing the abusive behavior, or a sworn statement signed under the penalties of perjury from the employee attesting that they had been the victim of abusive behavior, or that a family member has been a victim of abusive behavior.

All documentation provided by an employee relating to a leave under this policy will be kept confidential.

Military Leave

Employees who are called into active military service or who enlist in the uniformed services are eligible to receive a military leave of absence in accordance with applicable federal and state laws. To be eligible for military leave, employees must provide management with advance notice of their service obligations, unless they are prevented from providing such notice due to military necessity or it is otherwise impossible or unreasonable to provide such notice. In such instances, an employee should provide notice as far in advance as is reasonable under the circumstances.

Employees who are required to attend yearly Reserves or National Guard duty can apply for a temporary military leave of absence not to exceed the number of days allowed by law (including travel). Such employees should give management as much advance notice of their need for military leave as possible so that we can maintain proper coverage.

Military leave will be unpaid, unless otherwise required by applicable law. Employees may elect to use any available vacation time during an otherwise unpaid military leave. The substitution of paid time for unpaid leave time does not extend the length of leave and the paid time will run concurrently with any military leave entitlement.

Employees whose absence does not exceed applicable statutory limitations will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws.

Please speak to Elyse Brooks for additional information about eligibility for Military Leave.

Attendance and Tardiness

Attendance and punctuality are important facts for your success within our company. We work as a team and it is required that each person be in the right place at the right time.

Employee schedules are posted and each employee is responsible for working their shifts.

Employees are expected to clock in and begin working at their scheduled start time and to clock out once they finish their duties. If you are running late or have to be absent, you must contact your supervisor as early as possible. Call the restaurant directly and ask to speak with them.

Habitual tardiness, even if by a few minutes, is disrespectful toward your coworkers and our guests and may result in disciplinary action up to and including termination.

Employees must maintain a satisfactory attendance record, including being on time to all scheduled shifts.

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. If you have advanced knowledge of needing to take time off, it is your responsibility to notify your supervisor.

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

Absence Notification Procedures

If an employee determines that they need to be absent, to be late or to leave work early, the employee must give advance notice to their supervisor. Notice should be provided by telephone to the manager on duty.

If the absence is foreseeable (for example, if the employee will be absent to attend a previously scheduled appointment), the employee must provide three weeks advance notice, or more if possible.

If the absence is not foreseeable, the employee must provide notice to their supervisor at least three (3) hours before the start of the employee's shift. If three (3) hours' notice is not feasible due to accidents or sudden illness, notice must be provided as soon as practicable.

Unless an employee needs to be out due to unforeseen illness, it is the employee's responsibility to make all attempts to cover their shift prior to notifying the manager on duty. Schedule changes are only permitted if an employee finds a replacement and has a manager's approval. To be valid, the manager must indicate and initial the change on the posted schedule.

If an employee is going to be absent on multiple days, the employee or the employee's surrogate (e.g., spouse, adult family member or other responsible party) must provide notice of the expected duration of the leave or, if unknown, provide notice on a daily basis, unless the circumstances make such notice unreasonable. If an employee calls in sick for three or more consecutive workdays or has a pattern of absence for medical reasons, the employee may be required to provide their manager with a doctor's note on the day the employee returns to work, to the maximum extent permitted by applicable law.

In evaluating employee attendance and otherwise administering this policy, the Company does not consider absences/tardiness/early departures protected by applicable federal, state, or local law.

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

Severe Weather Policy

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 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 your supervisor.

Meal Break and Other Breaks

A 30-minute unpaid meal break must be taken during shifts of six (6) hours or more. The Restaurant shall schedule meal breaks based on operational needs. Employees must not perform any work during their meal break. Likewise, managers shall not assign work to employees during the employees' meal breaks.

All other breaks must be approved by the manager on duty. Smoking, eating or using cellphones should always be done out of view from our guests as well as our would-be guests. Wash hands thoroughly immediately upon returning to work and rid yourself of any displeasing odor.

Payroll

Employees are paid bi-weekly. Direct deposit is available upon an employee's consent. For those employees who do not elect to be paid via direct deposit or until direct deposit is active, paychecks are distributed to individual employees. Employees may also authorize, in writing, that another person has permission to accept their paycheck(s).

Employee payroll stubs itemize deductions made from gross earnings. The Company is required by law to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions include any court-ordered garnishments. Payroll stubs also itemize any voluntary deductions such as an employee's portion of health, dental, or life insurance premiums and/or voluntary contributions to a 401(k) or pension plan, to the extent applicable.

Employees who believe there is an error in their pay should bring the matter to the attention of their General Manager or Elyse Brooks, immediately, so that the Company can investigate and resolve the matter quickly and amicably.

Clocking In and Out

If you are classified as a non-exempt employee, you must maintain a record of the total hours you work each day. These hours must be accurately recorded on your timecard. You must clock in when you arrive, clock in and out for your meal break, and clock out at the end of the day. You must also clock in and out and/or record the time you are away on personal business or not working as approved by your manager. If you have made a mistake in clocking in or out, or if your timecard is not accurate, notify your manager immediately. All timesheets must be reviewed and approved by the manager.

Your timecard must accurately reflect all regular and overtime hours worked, late arrivals, early departures and meal breaks. When you receive each paycheck, please verify immediately that you were paid correctly for all regular and overtime hours worked each work week. Unless you are authorized by your supervisor, you should not work any hours that are not authorized. Do not start work early, finish work late, work during a meal break or perform any other extra or overtime work unless you are authorized to do so and that time is recorded on your time card. Employees are prohibited from performing any "off-the-clock" work. "Off-the-clock" work means work you may perform but fail to report on your timecard. Any employee who fails to report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including discharge.

It is a violation of the Company's policy for any employee to falsify a timecard, or to alter another employee's time card. It is also a serious violation of Company policy for any employee or manager to instruct another employee to incorrectly or falsely report hours worked or alter another employee's time card to under- or over-report hours worked. Any violation should be immediately reported to the General Manager or Elyse Brooks.

All employees are required to accurately record all time worked.

Safe Harbor Policy for Exempt Employees

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

Under federal and state law, exempt salaried employees' salaries are subject to certain deductions. For example, absent contrary state law requirements, exempt salaried employees' salaries are subject to reduction for the following reasons:

- Full day absences for personal reasons;
- Full day absences for sickness or disability;
- Full day disciplinary suspensions for infractions of our written policies and procedures;
- Family and Medical Leave absences (either full or partial day absences);
- To offset amounts received as payment for jury and witness fees or military pay; or
- The first or last week of employment in the event of less than a full week worked.

Exempt salaried employees' salaries are also subject to reduction for their portion of health, dental, or life insurance premiums; state, federal, or local taxes; social security; or voluntary contributions to a 401(k) or pension plan.

In any workweek in which exempt salaried employees perform any work, their salary is not subject to reduction for any of the following reasons:

- Partial day absences for personal reasons, sickness, or disability;
- Absence due to the Company's decision to close a facility on a scheduled work day;
- Absences for jury duty, attendance as a witness, or military leave in any week in which any work is performed; or
- Any other deductions prohibited by state or federal law.

However, subject to applicable state and local laws, it is not an improper deduction to reduce exempt salaried employees' accrued vacation, personal, or other forms of paid time off banks for full or partial day absences for personal reasons, sickness, or disability.

Employees who believe they have been subject to an improper deduction should report the matter to their General Manager immediately.

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

Overtime

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. The opportunity to work overtime is at the

discretion of management and is based on business needs. Any overtime worked by non-exempt employees must be authorized in advance by management. Any non-exempt employee who works overtime without authorization may be subject to disciplinary action, up to and including termination.

Any non-exempt employee who works overtime is compensated at the rate of one and one-half times (1½) the employee's regular rate for all time worked in excess of forty (40) hours each workweek, unless otherwise required by applicable law. Overtime pay is calculated based on actual hours worked. Paid time off, holidays or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

Tip Credit/Pooling

Employees are required by law to report and record all tips that they receive.

Service staff may be required to **pool** their tips, to the extent permitted by applicable law. Management will inform you about any applicable tip pool allocation system used at the Restaurant. The tip pooling arrangement and/or allocations are subject to periodic review and revision in the sole discretion of the Company, subject to applicable law.

Tips will be used as a credit against the minimum wage as permitted by applicable Federal, state and local law.

Pursuant to the Fair Labor Standards Act, 29 USCS § 203(m):

In determining the wage an employer is required to pay a tipped employee, the amount paid such employee by the employee's employer shall be an amount equal to:

- (1) the cash wage paid such employee which for purposes of such determination shall be not less than the cash wage required to be paid such an employee on the date of the enactment of this paragraph; and
- (2) an additional amount on account of the tips received by such employee which amount is equal to the difference between the wage specified in paragraph (1) and the wage in effect under section 6(a)(1) [29 USCS § 206(a)(1)].

The additional amount on account of tips may not exceed the value of the tips actually received by an employee. The preceding two sentences shall not apply with respect to any tipped employee unless such employee has been informed by the employer of the provisions of this subsection, and all tips received by such employee have been retained by the employee, except that this subsection shall not be construed to prohibit the pooling of tips among employees who customarily and regularly receive tips.

Federal law permits the Company to take a tip credit toward the minimum hourly wages paid to certain tipped employees. State and local law also may permit the Company to take a tip credit toward the minimum hourly wages paid to certain tipped employees. Therefore, in consideration of the additional tip income received by the tipped employees, the Company takes a tip credit with respect to the hourly rate paid directly to such employees for their time spent performing tip-producing work and for a limited amount of time (no more than 30 consecutive minutes or a total of 20% of the employee's working time or as otherwise provided by applicable law) spent performing tasks that directly support their tip-producing work, to the extent permitted by applicable state and local law. As a result, the hourly rate paid directly to such employees by the Company is less than the standard statutory minimum hourly wage rate, to the extent permitted by applicable state and local law. The difference between the hourly wage rate paid directly by the

Company and the minimum hourly wage rate is known as a tip credit. However, this credit cannot exceed the tips the tipped employee actually receives and in no case will an employee's total compensation, including hourly wages and tips, be less than the statutory minimum hourly wage rate.

All tips received by a tipped employee must be retained by the tipped employee, except for tips contributed to a valid tip pooling or tip sharing arrangement limited to employees who customarily and regularly receive tips. For more information, please contact your General Manager.

Phone/Cell Phone Policy

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

Unless used for business or emergency purposes, personal cellular phones must be turned off or set to a silent alert during working hours while on company premises. Cell phones are not permitted on the floor. Employees are prohibited from using cell phones during work time.

Violation of this policy is grounds for disciplinary action up to and including termination.

Employee Eating and Drinking Policy (Applies to All Employees, Including Managers)

Employees will receive a 20% discount off the regular price of all menu items, excluding alcohol and any already discounted foods. This discount can be applied to a party of up to 4. Employee meals can be purchased after your shift or 30 minutes before the closing time of the kitchen.

Employees are not permitted to order food during their shift (only after your shift or 30 minutes before closing time of the kitchen). Employees cannot eat as a guest in the dining room or bar in the location where they have worked that day.

Drinking:

- No employee at any time is allowed to consume any alcohol at the location where they work when they have worked that day
- No employee shift drinks at any time
- No discounts are given for any alcoholic purchases

Appearance and Personal Hygiene

When you are working at the restaurant you are representing the Company. In order to promote a professional work environment and proper Company image, and due to our employees' frequent contact with guests and members of the public, all employees must maintain a neat, clean, and businesslike appearance at work. Below are some guidelines to assist you in meeting our grooming and appearance standards. Your Manager shall determine when an employee fails to meet these standards.

Immaculate personal hygiene is very important. This includes a daily bath or shower, the use of deodorant, clean hands, clean nails that are evenly trimmed and manicured, clean teeth, and fresh breath. Please refrain from the use of cologne, perfume, or natural aromatic oils as they interfere with our guests' experiences. While at work, employees are required to be dressed appropriately and well groomed. Please keep hair restrained, neat, clean, and well-

trimmed/groomed. Mustaches and beards should be neatly trimmed. Employees in the kitchen must wear hair restraints covering all exposed hair. Employees should not wear excessive makeup, or an overabundance of jewelry. Earrings may not be dangling or flashy. Visible body piercings must not be distracting and must be in good taste as determined by management. No eating, drinking, or chewing gum in food preparation areas. Your manager will provide you with guidelines on the type of clothing that must be worn with uniforms, such as hose, footwear and, in some cases, shirts or blouses. No messages are permitted on clothing worn while working and clothing must not be ripped. Non-slip shoes (for safety reasons) are also required.

Nothing in this policy or any related guideline is intended to discriminate against an employee's sincerely held religious beliefs or practices, disability, race, or any other basis protected by applicable law. Employees who may need an accommodation based on a sincerely held religious belief or practice, disability, race, or any other basis protected by applicable law can contact Elyse Brooks.

If an employee's appearance fails to meet the standards outlined above, as determined in the Company's sole discretion, the employee may be sent home (without pay, if applicable and permitted by applicable law). Violation of this policy may result in disciplinary action, up to and including discharge.

Smoking

Smoking, including use of e-cigarettes, vaping devices, and similar electronic devices, is prohibited at all times inside our facilities.

Changes in Personal Data

Changes in name, address, telephone number, marital status, number of dependents, or changes in next of kin and/or beneficiaries should be given to your General Manager or Elyse Brooks promptly.

Non-Solicitation and Distribution Policy

We believe employees should not be disturbed or disrupted in the performance of their job duties. For this reason, solicitation of any kind by one employee of another employee is prohibited while either person is on working time. Working time includes the time during which any of the employees involved are engaged, or should be engaged, in performing their work tasks for the Company. Solicitation of any kind by non-employees on Company premises is prohibited at all times.

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

Discipline and Termination

All employees are expected to meet the Restaurant's standards of work performance. Work performance encompasses many factors, including but not limited to job performance, the quality and quantity of your work, attendance, punctuality, teamwork, attitude and initiative, personal conduct, treatment of customers and other employees, and general compliance with the

Company's policies and procedures. If any employee does not meet these standards, the Restaurant may, under appropriate circumstances and with or without warning, take corrective action, up to and including discipline, suspension (with or without pay) and termination. Because employment with the Restaurant may be terminated at any time at will by the Restaurant or the employee with or without cause and with or without notice, the Restaurant is not required to follow any system of progressive discipline or warning. Nevertheless, the Restaurant may choose to exercise its discretion to utilize forms of discipline that are less severe than termination in certain cases. Examples of such less severe forms of discipline may include verbal warnings, written warnings, probation, suspension and demotion.

Workplace Violence

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

Threats, threatening language or any other acts of aggression or violence made toward or by any Company employee will not be tolerated. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious, and/or destructive action undertaken for the purpose of domination or intimidation.

Weapons are prohibited on Company premises (and in Company vehicles) unless such prohibition is restricted by applicable law.

Employees should immediately report all potentially dangerous situations, including threats by co-workers, to any member of management with whom they feel comfortable. Reports may be maintained confidential to the extent maintaining confidentiality does not impede our ability to investigate and respond to the complaints. All reports will be promptly investigated. No employee will be subjected to retaliation, intimidation, or disciplinary action as a result of reporting in good faith under this policy.

If an investigation confirms that a violation of this policy has occurred, the Company will take swift and appropriate corrective action.

Employees threatened by an outside party should follow the steps detailed in this section. It is important for us to be aware of any potential danger on our premises. Indeed, we want to take effective measures to protect everyone from the threat of a violent act by an employee or by anyone else. Questions about this policy should be directed to your General Manager.

Substance Abuse

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale, or distribution of controlled substances, drug paraphernalia, or alcohol by an individual anywhere on Company premises, while working (whether or not on Company premises), or while representing the Company, is strictly prohibited. Employees also are prohibited from reporting to work or working while they are using or under the influence of alcohol, any drugs as well as any controlled substances which may impact an employee's ability to perform the employee's job or otherwise pose safety concerns, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee to report to work. However, to the extent permitted by and in accordance with applicable law, this exception

does not extend any right to report to work or perform work under the influence of medical marijuana or to treat the lawful use of medical marijuana as a defense to a policy violation.

Notwithstanding the general prohibitions above, reasonable and responsible consumption of alcohol may be permitted at certain company-sponsored events and functions.

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

The Company maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist employees recovering from substance and alcohol dependencies, and those who have a medical history that reflects treatment for substance abuse conditions. However, employees may not request an accommodation to avoid discipline for a policy violation.

Inspections

The Company reserves the right to require employees on Company property to agree to the inspection of their person, personal possessions, property, lockers, a personal vehicle parked on Company property, and work areas, to the maximum extent permitted by applicable law. This includes lockers, vehicles, desks, cabinets, work stations, packages, handbags, briefcases, and other personal possessions or places of concealment, as well as personal mail sent to the Company. Searches of Company facilities and property, including Company property in the possession of the employee, may be conducted at any time and do not have to be based upon reason to believe Company policy is being violated. Employees are expected to cooperate in the conduct of any search or inspection. **Employees should have no expectation of privacy in any personal items brought into the workplace or in any Company work area or property used by the employee, whether or not locked with an employee or Company lock.**

Security/Personal Property

Employee theft will not be tolerated and is cause for termination. The Restaurant is not liable for lost, misplaced, or stolen personal property. Employees should take all precautions necessary to safeguard their personal possessions and report to a manager if there is ever an issue. The Company is not responsible for loss or damage to personal property.

All guest property such as cell phones and wallets that are left in the dining room must be given to a manager.

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

Dating Policy (Applicable to Managers)

This policy is to be read in conjunction with the Company's policy against sexual harassment. For purposes of this policy, "dating" includes consensual romantic and sexual relations. Non-consensual relationships constitute sexual harassment and we prohibit them explicitly. If you are a manager and you engage in a consensual romantic or sexual relationship with an employee of the Company, you must immediately disclose the existence of such romantic or sexual relationship to Elyse Brooks.

Upon disclosure, the Company will ensure the voluntary nature of the relationship. We may change manager - employee direct reporting relationships, if necessary, or take other measures

that may be necessary. This will allow us to provide guidance for appropriate conduct in the workplace, at all employee levels.

This policy applies to all managers regardless of gender or sexual orientation.

Any manager who fails to follow this policy may be subject to disciplinary action up to and including termination.

Communication & Computer Systems

The Company's communication and computer systems are the property of the Company intended for business purposes. This includes the computers, emails, related hardware, software, and networks as well as telephone, voice mail, e-mail, and Internet systems. Any personal use must not interfere with performance or operations, must not result in added expenses to the Company and must not violate any Company policy or applicable law. Employees have no legitimate expectation of privacy in regard to system usage.

Any and all telephone conversations or transmissions, e-mail or transmissions, or internet access or usage by an employee by any electronic device or system, including but not limited to the use of a computer, telephone, fax machine, scanner, copier, etc. may be subject to monitoring at any and all times and by any lawful means. To that end, the Company may access its communication and computer systems and obtain the communications and information within or transmitted through the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when the Company deems it appropriate to do so. Further, the Company may review Internet usage. The reasons for which the Company may obtain such access include but are not limited to maintaining the systems; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during an employee's absence.

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

The Company's policies including, but not limited to, those prohibiting harassment, in their entirety, apply to the use of the Company's communication and computer systems. Additionally, employees may not use the Company's communication and computer systems in violation of any law including, but not limited to, those related to copyrights and software piracy.

All employees, upon request, must inform management of any private access codes or passwords.

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

Employees may not install, duplicate, or remove software on the Company's computer systems without prior management approval. Personal computers and other electronic devices (cell phones, flash or thumb drives, etc.) may not be connected directly to the Company's computer systems without prior management approval.

Employees are prohibited from using personal e-mail accounts or text messaging applications to conduct Company business. Employees may not forward Company emails to a personal email address. Employees may not use any third-party email or instant

messaging accounts or services (such as Gmail, AOL, Yahoo, etc.) for business purposes or any purpose on the Company's computer systems that are not ordinarily used in the performance of their job duties.

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

Social Media

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

- All rules regarding confidential and proprietary business information apply in full to social media. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed through social media.
- When using social media, if an employee expresses either a political opinion or an opinion regarding the Company's actions and also identifies oneself as an employee of the Company (or if it can be inferred that the employee is an employee of the Company), the post must specifically state that the opinion expressed is the employee's personal opinion and not the Company's position. This is necessary to preserve the Company's goodwill in the marketplace.
- Be respectful of potential readers and colleagues. Please do not use discriminatory comments or make maliciously false statements when commenting about the Company, superiors, co-workers, or our competitors.
- Employees may not use the Company's logos or trademarks for commercial purposes or to endorse any product or service.
- Employees may not make any statement or post any comment or other material endorsing, recommending, or promoting any of the Company's (or any affiliated company's) products or services without disclosing the nature of the employee's relationship with the Company.
- Any conduct which is impermissible under the law if expressed in any other form or forum is impermissible if expressed through social media. For example, posted material that is discriminatory, obscene, defamatory, libelous, or threatening is forbidden.

All other Company policies apply equally to social media. Employees should review this Handbook for further guidance.

The Company encourages all employees to keep in mind the speed and manner in which information posted through social media can be relayed (and often misunderstood) by readers. Employees must use their best judgment. Employees with any questions should review the guidelines above and/or consult with Elyse Brooks. When in doubt, do not post! Failure to follow these guidelines may result in discipline, up to and including termination. In enforcing this policy, the Company reserves the right to monitor social media activities of employees, whether or not such activities are conducted with Company resources, to the extent permitted by and in accordance with applicable law.

Nothing in this policy is designed to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment.

Security of Electronic Devices

Each employee provided with a laptop computer, iPad, iPhone, smart phone, tablet, or similar device is responsible for the physical security of that device. All devices acquired for or on behalf of the company are company property. The device must be locked up and stored in a secure location when it is not in the immediate possession of the authorized user. In addition, the user must return the device immediately upon request of the company. You must notify Elyse Brooks immediately if the device is lost, stolen, misplaced, or damaged. All work created or performed on the device is company property. The device is subject to inspection by the company at any time without further advance notice. The device must be used in a manner that complies with all company policies.

Violations of this policy may be grounds for disciplinary action up to and including discharge.

Confidential Information & Conflicts of Interest

Employees may learn confidential information, including trade secrets, about the Company. Confidential information is items of information relating to the Company, its Restaurants, its services, products, customers, suppliers, vendors, and business partners that are not generally known or available to the general public, but have been developed, compiled, or acquired by the Company at its great effort and expense. Confidential information includes but is not limited to, products (existing, contemplated or under development), recipes, recipe books, recipe manuals and other recipes created by or for the exclusive use of the Restaurant, inventions, production processes, formulas, methods, manuals, software, computer programs and codes/passwords, designs, prototypes, specifications, research, business plans and strategies, price lists, marketing plans and strategies, forecasts, all financial information, unpublished financial statements, all Company financial information, financial reports and plans, profit and loss information, gross profit margins, budgets, licenses, costs, the names of or other information regarding the Company's customers, vendors, certain personal information regarding the Company's employees, prices and/or other terms the Company obtains or has obtained which is not otherwise available to the public, and/or any other trade secrets or information which is not generally known to those outside of the Company detailing, listing, describing or otherwise affecting or relating to the business of the Company, and any other nonpublic information. Each employee must safeguard confidential Company information. Confidential information may not be disclosed or distributed to any individual or entity, or used for the benefit of any individual or entity other than the Company, without the prior written consent of Anthony Caturano.

Employees may not use their position, influence, knowledge of confidential information, including trade secrets, or the Company's assets for personal commercial gain, for the benefit of any competing company, or for the benefit of any other third party except as may be required in performance of their duties as employees of the Company. Further, employees shall not maintain an outside business or financial interest, or engage in any outside business or financial activity, which conflicts with the interests of the Company or which interferes with the employee's ability to fully perform the employee's job responsibilities, unless such prohibition is restricted by applicable law.

Unauthorized deletion of any Company Confidential Information or Intellectual Property, including but not limited to Company recipes, is absolutely prohibited. The Company reserves the right to pursue legal action against any employee who deletes Company information without authorization.

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

Employees who leave employment with the Company (regardless of the reason), must immediately return all Company confidential information, including any and all photocopies, notes or reproduction of any and all company materials.

Outside Employment

The Company understands that there may be instances where it is necessary for an employee to have a part-time job in addition to their regular full-time position. Employees should understand that other employment must not interfere with their current position. In addition, you must disclose any possible conflicts of interest so that the restaurant may assess and respond to them. We expect our employees to conduct business according to the highest ethical standards of conduct and to devote their best efforts to the interests of the Restaurant.

Performance issues will be addressed if it becomes apparent that the other employment is interfering with your current position.

Press Inquiries

All contacts and inquiries initiated by the media for statements, comments, or information on behalf of the Restaurant are to be directed to Anthony Caturano.

Resignations/Return of Company Property

When an employee decides to resign from employment, we would appreciate at least 3 weeks' advance notice to your manager prior to departure. The Company's policy is to end the employment of those who do not call to say they are not showing up for work (excluding emergencies). Accordingly, when an employee fails to report to work or contact their manager, the Company will assume that they no longer intend to continue their employment relationship and their employment will be ended immediately. Employees who leave the Company for any reason are expected to return all Company tangible and intangible property, including but not limited to uniforms, tools, equipment, Company-issued devices, keys, credit cards, and documents with Company information.

Separation of Employment

All employees will be paid for all unused but accrued vacation time at separation (if applicable), regardless of the reason. Unused sick time will not be paid out at separation.

Separated employees will be provided with a Massachusetts unemployment pamphlet. A copy of this notice can be found here: [Form 590-A-English 1-26-18.pub \(mass.gov\)](#)

If an employee is terminated, they will receive their final paycheck on the same day as termination.

If an employee resigns, they will be paid on the next regular pay day.

If an hourly, non-exempt employee is required to report to work and is asked to leave, they will be paid for a minimum of three hours even if they stay for less time.

Receipt of Employee Handbook

This Employee Handbook is an important document intended to help you become acquainted with the Company. This document contains management guidelines only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because the Company's operations may change, the contents of this Handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management, unless otherwise restricted by applicable law.

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

I have received access to and read a copy of the Company's Employee Handbook. I understand that the policies, rules, and benefits described in these documents are subject to change at the sole discretion of the Company at any time, unless otherwise restricted by applicable law.

I understand that, unless otherwise provided by applicable law, my employment is terminable at will, either by myself or the Company, regardless of the length of my employment or the granting of benefits of any kind. I further understand that no representative of the Company other than Anthony Caturano is authorized to provide any employee or employees with an employment contract or special arrangement concerning terms or conditions of employment and that any such agreement must be in writing and signed by Anthony Caturano,

I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of the Company's Employee Handbook.

Employee's Printed Name: _____

Employee's Signature: _____

Date: _____

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.