

*Martha's*

— Gourmet  Kitchen —

# Employee Handbook

June 29, 2022

# **ABOUT THIS HANDBOOK/DISCLAIMER**

We prepared this handbook to help employees find the answers to many questions that they may have regarding their employment with Martha's Gourmet Kitchen, LLC. Please take the necessary time to read it.

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

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

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

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

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

This handbook supersedes all prior handbooks.

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## Section 1 - Governing Principles Of Employment

### 1-1. Introduction

For employees who are commencing employment with Martha's Gourmet Kitchen, LLC ("Martha's Gourmet Kitchen, LLC" or "MGK"), on behalf of Martha's Gourmet Kitchen, LLC, let me extend a warm and sincere welcome.

For employees who have been with us, thanks for your past and continued service.

Your suggestions for improving Martha's Gourmet Kitchen, LLC operations are always welcome. You may occasionally have a complaint, suggestion, or question about your job, your working conditions, or the treatment you are receiving. Please bring your suggestions, questions, and complaints to your Food Service Manager or to me directly. We would love to know how we can improve our service and our company.

I extend my personal best wishes for success and happiness here at Martha's Gourmet Kitchen, LLC. We understand that it is our employees who provide the services that our customers rely upon, and who will enable us to create new opportunities in the years to come.

Martha H Buckley, President

### 1-2. Equal Employment Opportunity

Martha's Gourmet Kitchen, LLC is 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 and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information, or any other characteristic protected by applicable federal, state or local laws and ordinances. Martha's Gourmet Kitchen, LLC's management team is dedicated to 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.

Martha's Gourmet Kitchen, LLC will endeavor to make a reasonable accommodation of an otherwise qualified applicant or employee related to an individual's: physical or mental disability; sincerely held religious beliefs and practices; and/or any other reason required by applicable law, unless doing so would impose an undue hardship upon Martha's Gourmet Kitchen, LLC's business operations.

Any applicant or employee who needs an accommodation in order to perform the essential functions of the job should contact the Employee's Supervisor to request such an accommodation. The individual should specify what accommodation is needed to perform the job and submit supporting documentation explaining the basis



for the requested accommodation, to the extent permitted and in accordance with applicable law. Martha's Gourmet Kitchen, LLC then will review and analyze the request, including engaging in an interactive process with the employee or applicant, to identify if such an accommodation can be made. Martha's Gourmet Kitchen, LLC will evaluate requested accommodations, and as appropriate, identify other possible accommodations, if any. The individual will be notified of Martha's Gourmet Kitchen, LLC's decision regarding the request within a reasonable period. Martha's Gourmet Kitchen, LLC treats all medical information submitted as part of the accommodation process in a confidential manner.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the Employee's Supervisor. Martha's Gourmet Kitchen, LLC will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If employees feel they have been subjected to any such retaliation, they should contact the Employee's Supervisor. To ensure our workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All employees must cooperate with all investigations conducted pursuant to this policy.

### **1-3. Non-Harassment**

It is Martha's Gourmet Kitchen, LLC's policy to prohibit intentional and unintentional harassment of or against 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 and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by Martha's Gourmet Kitchen, LLC.

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

#### **Harassment Defined**

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



intimidating, hostile or offensive working environment.

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

### **Sexual Harassment Defined**

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

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

Examples of conduct that violate this policy include:

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

### **Reporting Procedures**

If the employee has been subjected to or witnessed conduct which violates this policy, the employee should immediately report the matter to any member of management. If the employee is unable for any reason to contact this person, or if the employee has not received an initial response within five (5) business days after



reporting any incident of what the employee perceives to be harassment, the employee should contact the President. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy.

### **Investigation Procedures**

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

### **Retaliation Prohibited**

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

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

## **1-4. Drug-Free And Alcohol-Free Workplace**

To help ensure a safe, healthy and productive work environment for our employees and others, to protect Martha's Gourmet Kitchen, LLC property, and to ensure efficient operations, Martha's Gourmet Kitchen, LLC has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work for Martha's Gourmet Kitchen, LLC.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of controlled substances (including medical marijuana), drug paraphernalia or alcohol by an individual anywhere on Martha's Gourmet Kitchen, LLC premises, while on Martha's Gourmet Kitchen, LLC business (whether or not on Martha's Gourmet Kitchen, LLC premises) or while representing Martha's Gourmet Kitchen, LLC, is strictly prohibited. Employees and other individuals who work for Martha's Gourmet Kitchen, LLC also are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, which may impact the employee's ability to perform their 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 or individual to report to work. However, this exception does not extend any right to report to work under the influence of medical marijuana or to use medical marijuana as a defense to a positive drug test, to the extent the employee is subject to any drug testing requirement, except as permitted by and in accordance with applicable law. This restriction does not apply to responsible drinking of alcohol at business meetings and related social outings.

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

Martha's Gourmet Kitchen, LLC maintains a policy of non-discrimination and will endeavor to make





reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. However, employees may not request an accommodation to avoid discipline for a policy violation. We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs, or jeopardizes the health and safety of any Martha's Gourmet Kitchen, LLC employee, including themselves.

Should an injury occur during working hours, or property damage occurs to company vehicles or equipments, Martha's Gourmet Kitchen, LLC reserves the right to require a drug test be taken.

Smoking, including the use of e-cigarettes, is prohibited on Martha's Gourmet Kitchen, LLC or Client premises and in all Martha's Gourmet Kitchen, LLC vehicles.

## **1-5. Workplace Violence**

Martha's Gourmet Kitchen, LLC is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to Martha's Gourmet Kitchen, LLC and personal property.

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

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

### **Prohibited Conduct**

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



visitors are prohibited from carrying weapons onto Martha's Gourmet Kitchen, LLC premises.

### **Procedures for Reporting a Threat**

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

If Martha's Gourmet Kitchen, LLC determines, after an appropriate good faith investigation, that someone has violated this policy, Martha's Gourmet Kitchen, LLC will take swift and appropriate corrective action.

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



## Section 2 - Operational Policies

### 2-1. Employee Classifications

For purposes of this handbook, all Martha's Gourmet Kitchen, LLC employees fall within one of the classifications below.

**Full-Time Employees** - Employees who regularly work at least 37.5 hours per week who were not hired on a short-term basis.

**Part-Time Employees** - Employees who regularly work fewer than 37.5 hours per week who were not hired on a short-term basis.

**Short-Term Employees** - Employees who were hired for a specific short-term project, or on a short-term freelance, per diem or temporary basis. Short-Term employees generally are not eligible for Martha's Gourmet Kitchen, LLC benefits, but are eligible to receive statutory benefits.

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

### 2-2. Employee Service Credit

"Length of service" refers to the length of time that employees spend as active full-time or part-time employees with Martha's Gourmet Kitchen, LLC. Service begins on the day they become full-time or part-time employees.

Length of service may be used in determining certain employee benefits, such as time-off benefits. Employees will not lose credit for service with Martha's Gourmet Kitchen, LLC provided their last day of service was within 60 days of again becoming an active employee. Human Resources will discuss this issue with any rehired employees upon hire.



## **2-3. Your Employment Records**

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

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

## **2-4. Working Hours And Schedule**

Martha's Gourmet Kitchen, LLC normally is open for business from 8:00 a.m. to 4:00 p.m., Monday through Friday. However, standard working hours vary by location. Please see the SOP in the informational binder at each location for that particular location's working hours.

Employees will be assigned a work schedule and will be expected to begin and end work according to the schedule. To accommodate the needs of the business, at some point Martha's Gourmet Kitchen, LLC may need to change individual work schedules on either a short-term or long-term basis.

Employees will be provided meal and rest periods as required by law. A supervisor will provide further details.

## **2-5. Timekeeping Procedures**

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

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

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

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

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

Currently Martha's Gourmet Kitchen, LLC uses the When I Work app to assign shifts and for employees to



clock-in/clock-out of their designated shifts.

## **2-6. Overtime**

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

Any non-exempt employee who works overtime will be compensated at the rate of one and one-half times (1.5) their normal hourly wage for all time worked in excess of 40 hours each week, unless otherwise required by law.

Employees may work overtime only with prior management authorization.

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

## **2-7. Travel Time For Non-Exempt Employees**

### **Overnight, Out-of-Town Trips**

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

### **Out-of-Town Trips for One Day**

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

### **Local Travel**

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

### **Commuting Time**

Under the Portal to Portal Act, travel from home to work and from work to home is generally non-compensable. However, if a non-exempt employee regularly reports to a worksite near their home, but is



required to report to a worksite farther away than the regular worksite, the additional time spent traveling is compensable.

If compensable travel time results in more than 40 hours worked by a non-exempt employee, the employee will be compensated at an overtime rate of one and one-half (1-1/2) times the regular rate.

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

## **2-8. Safe Harbor Policy For Exempt Employees**

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

Those classified as exempt salaried employees will receive a salary which is intended to compensate them for all hours they may work for Martha's Gourmet Kitchen, LLC. This salary will be established at the time of hire or classification as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Under federal and state law, salary is subject to certain deductions. For example, unless state law requires otherwise, salary can be reduced for the following reasons:

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

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

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



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

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

If employees believe they have been subject to any improper deductions, they should immediately report the matter to a supervisor. If the supervisor is unavailable or if the employee believes it would be inappropriate to contact that person (or if the employee has not received a prompt and fully acceptable reply), they should immediately contact the Office Manager or any other supervisor in Martha's Gourmet Kitchen, LLC with whom the employee feels comfortable.

## **2-9. Your Paycheck**

Employees will be paid semi-monthly for all the time worked during the past pay period. Currently, pay periods are as follows: time worked from the 1st through the 15th of the month to be paid on the 20th of the month; time worked from the 16th of the month through the last day of the month to be paid on the 5th of the following month.

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

If there is an error in any employee's pay, the employee should bring the matter to the attention of the Office Manager immediately so Martha's Gourmet Kitchen, LLC can resolve the matter quickly and amicably.

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

## **2-10. Direct Deposit**

Martha's Gourmet Kitchen, LLC strongly encourages employees to use direct deposit. Authorization forms are available from the Office Manager.



## 2-11. Salary Advances

Martha's Gourmet Kitchen, LLC does not permit advances on paychecks or against accrued paid time off. Advance pay for vacation must be requested in writing at least two weeks prior to the vacation period.

## 2-12. Performance Review

Depending on the employee's position and classification, Martha's Gourmet Kitchen, LLC endeavors to review performance annually. However, a positive performance evaluation does not guarantee an increase in salary, a promotion or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of management.

In addition to these formal performance evaluations, Martha's Gourmet Kitchen, LLC encourages employees and supervisors to discuss job performance on a frequent and ongoing basis.

## 2-13. Job Postings

Martha's Gourmet Kitchen, LLC is dedicated to assisting employees in managing their careers and reaching their professional goals through promotion and transfer opportunities. This policy outlines the on-line job posting program which is in place for all employees. To be eligible to apply for an open position, employees must meet the following requirements:

- be a current, regular, full-time or part-time employee;
- have been in current position for at least six (6) months;
- maintain a performance rating of satisfactory or above;
- not be on conduct/performance-related probation or warning;
- meet the job qualifications listed on the job posting; and
- provide their current manager with notice prior to applying for the position.

If employees find a position of interest on the job posting website and they meet the eligibility requirements, an on-line job posting application must be completed in order to be considered for the position. Not all positions are guaranteed to be posted. Martha's Gourmet Kitchen, LLC reserves the right to seek applicants solely from outside sources or to post positions internally and externally simultaneously.

For more specific information about the program, please contact the Human Resources Department.





## Section 3 - Benefits

### 3-1. Benefits Overview

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

The next few pages contain a brief outline of the benefits programs Martha's Gourmet Kitchen, LLC provides employees and their families. Of course, the information presented here is intended to serve only as guidelines.

While Martha's Gourmet Kitchen, LLC intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

If employees have any questions regarding benefits, they should contact the Office Manager.

### 3-2. Paid Holidays

Full-time employees will be paid for the following holidays:

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

When holidays fall or are celebrated on a regular work day, eligible employees will receive one (1) day's pay at their regular straight-time rate. Eligible employees who are called in to work on a holiday will receive one (1) day's pay at their regular straight-time rate, and an additional payment of straight-time for the actual time they work that day.

If a holiday falls within an eligible employee's approved vacation period, the eligible employee will be paid for the holiday (at the regular straight-time rate) in addition to the vacation day, or the eligible employee will



receive an additional vacation day at the option of Martha's Gourmet Kitchen, LLC.

If a holiday falls within a jury duty or bereavement leave, the eligible employee will be paid for the holiday (at the regular straight-time rate) in addition to the leave day, or the eligible employee will receive an additional day off at the option of Martha's Gourmet Kitchen, LLC.

### **3-3. Paid Time Off**

Martha's Gourmet Kitchen, LLC appreciates how hard employees work and recognizes the importance of providing time for rest and relaxation. Martha's Gourmet Kitchen, LLC fully encourages employees to get this rest by taking paid time off. Time off under this policy includes extended time off, such as for a vacation, and incidental time due to sickness or to handle personal affairs.

Full-time employees accrue paid time off as follows:

During the first partial calendar year of employment and the first five (5) full calendar years of employment, full-time employees accrue up to 20 days of paid time off per year. Paid time off is accrued on a pro-rata basis throughout the year.

Thereafter, full-time employees accrue up to 25 days of paid time off per year. Paid time off continues to be accrued on a pro-rata basis throughout the year.

The maximum paid time off entitlement for part-time employees is pro-rated based on hours worked.

Paid time off should be taken during the year received, unless otherwise required by law. Accrued, unused paid time off can be carried over to the following calendar year only if approved by the Office Manager.

If employees wish to use three (3) or more full days of paid time off consecutively, they must submit a request to their manager at least two (2) weeks in advance of the requested time off. Similar notice should be provided for planned time off of shorter duration. Every effort will be made to grant requests, consistent with operating schedules. However, if too many people request the same period of time off, Martha's Gourmet Kitchen, LLC reserves the right to choose who may take time off during that period. Individuals with the longest length of service generally will be given preference.

If employees will be out of work due to illness or due any other emergency for which notice could not be provided, they must call in and notify their supervisor as early as possible, but at least by the start of their workday. If they call in sick for three (3) or more consecutive days, they may be required to provide their supervisor with a doctor's note on the day they return to work.

Paid time off may be used only in half-day increments.

Up to 10 days of accrued, unused paid time off is paid out upon separation, unless otherwise required by law.

Advanced but unaccrued paid time off will be deducted from the employee's final paycheck, to the extent permitted by law.



### **3-4. Lactation Breaks**

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

Martha's Gourmet Kitchen, LLC will make reasonable efforts to provide employees with the use of a room or location other than a toilet stall to express milk in private. This location may be the employee's private office, if applicable. Martha's Gourmet Kitchen, LLC may not be able to provide additional break time if doing so would seriously disrupt Martha's Gourmet Kitchen, LLC's operations, subject to applicable law. Please consult the Office Manager with questions regarding this policy.

Employees should advise management if they need break time and an area for this purpose. Employees will not be discriminated against or retaliated against for exercising their rights under this policy.

### **3-5. Workers' Compensation**

On-the-job injuries are covered by Martha's Gourmet Kitchen, LLC's Workers' Compensation Insurance Policy, which is provided at no cost. If employees are injured on the job, no matter how slightly, they should report the incident immediately to their supervisor. Failure to follow Martha's Gourmet Kitchen, LLC procedures may affect the ability of employees to receive Workers Compensation benefits.

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

### **3-6. Jury Duty**

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

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

Employees on jury duty leave will be paid for their jury duty service in accordance with state law; however,



exempt employees will be paid their full salary for any week in which time is missed due to jury duty if work is performed for Martha's Gourmet Kitchen, LLC during such week.

### **3-7. Bereavement Leave**

The death of a family member is a time when employees wish to be with their families. If the employee is full-time and loses a close relative, the employee will be allowed paid time off of up to three (3) days to assist in attending to obligations and commitments. For the purposes of this policy, a close relative includes a spouse, domestic/civil union partner, child, parent, sibling, or any other relation required by applicable law. Paid leave days only may be taken on regularly scheduled, consecutive workdays following the day of death. Employees must inform their supervisor prior to commencing bereavement leave. In administering this policy, Martha's Gourmet Kitchen, LLC may require verification of death.

### **3-8. Voting Leave**

In the event employees do not have sufficient time outside of working hours to vote in a statewide election, if required by state law, the employee may take off enough working time to vote. Such time will be paid if required by state law. This time should be taken at the beginning or end of the regular work schedule. Where possible, supervisors should be notified at least two (2) days prior to the voting day.



## Section 4 - Leaves Of Absence

### 4-1. Personal Leave

If employees are ineligible for any other Martha's Gourmet Kitchen, LLC leave of absence, Martha's Gourmet Kitchen, LLC, under certain circumstances, may grant a personal leave of absence without pay. A written request for a personal leave should be presented to management at least two (2) weeks before the anticipated start of the leave. If the leave is requested for medical reasons and employees are not eligible for leave under the federal Family and Medical Leave Act (FMLA) or any state leave law, medical certification also must be submitted. The request will be considered on the basis of staffing requirements and the reasons for the requested leave, as well as performance and attendance records. Normally, a leave of absence will be granted for a period of up to eight (8) weeks. However a personal leave may be extended if, prior to the end of leave, employees submit a written request for an extension to management and the request is granted. During the leave, employees will not earn vacation, personal days or sick days. Martha's Gourmet Kitchen, LLC will continue health insurance coverage during the leave if employees submit their share of the monthly premium payments to Martha's Gourmet Kitchen, LLC in a timely manner, subject to the terms of the plan documents.

When the employees anticipate returning to work, they should notify management of the expected return date. This notification should be made at least one (1) week before the end of the leave.

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

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

### 4-2. Military Leave

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

If employees are required to attend yearly Reserves or National Guard duty, they can apply for an unpaid



temporary military leave of absence not to exceed the number of days allowed by law (including travel). They should give management as much advance notice of their need for military leave as possible so that Martha's Gourmet Kitchen, LLC can maintain proper coverage while employees are away.





## Section 5 - General Standards Of Conduct

### 5-1. Workplace Conduct

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

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

1. Obtaining employment on the basis of false or misleading information.
2. Stealing, removing or defacing Martha's Gourmet Kitchen, LLC property, client property, or a co-worker's property
3. Disclosure of confidential information. This applies to Martha's Gourmet Kitchen, LLC information, school information, and student information.
4. Completing another employee's time records.
5. Violation of safety rules and policies.
6. Violation of Martha's Gourmet Kitchen, LLC's dress code.
7. Violation of Martha's Gourmet Kitchen, LLC's Drug and Alcohol-Free Workplace Policy.
8. Fighting, threatening or disrupting the work of others or other violations of Martha's Gourmet Kitchen, LLC's Workplace Violence Policy.
9. Failure to follow lawful instructions of a supervisor.
10. Failure to perform assigned job duties.
11. Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness or unexcused absences.
12. Gambling on Martha's Gourmet Kitchen, LLC property.
13. Willful or careless destruction or damage to Martha's Gourmet Kitchen, LLC assets or to the equipment or possessions of another employee.
14. Wasting work materials.
15. Performing work of a personal nature during working time.
16. Violation of the Solicitation and Distribution Policy.
17. Violation of Martha's Gourmet Kitchen, LLC's Harassment or Equal Employment Opportunity Policies.
18. Violation of the Communication and Computer Systems Policy.
19. Unsatisfactory job performance.
20. Any other violation of Martha's Gourmet Kitchen, LLC policy.



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

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

## **5-2. Punctuality And Attendance**

Employees are hired to perform important functions at Martha's Gourmet Kitchen, LLC. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on fellow employees and Supervisors. We expect excellent attendance from all employees. Excessive absenteeism or tardiness will result in disciplinary action up to and including discharge.

We do recognize, however, there are times when absences and tardiness cannot be avoided. In such cases, employees are expected to notify Supervisors as early as possible, but no later than two (2) hours prior to the start of the work day. Asking another employee, friend or relative to give this notice is improper and constitutes grounds for disciplinary action. Employees should call, stating the nature of the illness and its expected duration, for every day of absenteeism.

Unreported absences of three (3) consecutive work days generally will be considered a voluntary resignation of employment with Martha's Gourmet Kitchen, LLC.

## **5-3. Use Of Communications And Computer Systems**

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

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





Martha's Gourmet Kitchen, LLC operations continue appropriately during the employee's absence.

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

Martha's Gourmet Kitchen, LLC may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

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

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

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

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

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

#### **5-4. Use Of Social Media**

Martha's Gourmet Kitchen, LLC respects the right of any employee to maintain a blog or web page or to participate in a social networking, Twitter or similar site, including but not limited to Facebook and LinkedIn. However, to protect Martha's Gourmet Kitchen, LLC interests and ensure employees focus on their job duties, employees must adhere to the following rules:

Employees may not post on a blog or web page or participate on a social networking platform, such as Twitter or similar site, during work time or at any time with Martha's Gourmet Kitchen, LLC equipment or property.

All rules regarding confidential and proprietary business information apply in full to blogs, web pages and social networking platforms, such as Twitter, Facebook, LinkedIn or similar sites. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed in a blog, web page or social networking site.

Whether the employees are posting something on their own blog, web page, social networking, Twitter or



similar site or on someone else's, if the employee mentions Martha's Gourmet Kitchen, LLC and also expresses either a political opinion or an opinion regarding Martha's Gourmet Kitchen, LLC's actions that could pose an actual or potential conflict of interest with Martha's Gourmet Kitchen, LLC, the poster must include a disclaimer. The poster should specifically state that the opinion expressed is his/her personal opinion and not Martha's Gourmet Kitchen, LLC's position. This is necessary to preserve Martha's Gourmet Kitchen, LLC's good will in the marketplace.

Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a blog, web page, social networking, Twitter or similar site. For example, posted material that is discriminatory, obscene, defamatory, libelous or violent is forbidden. Martha's Gourmet Kitchen, LLC policies apply equally to employee social media usage.

Martha's Gourmet Kitchen, LLC encourages all employees to keep in mind the speed and manner in which information posted on a blog, web page, and/or social networking site is received and often misunderstood by readers. Employees must use their best judgment. Employees with any questions should review the guidelines above and/or consult with their manager. Failure to follow these guidelines may result in discipline, up to and including discharge.

## **5-5. Personal And Company-Provided Portable Communication Devices**

Martha's Gourmet Kitchen, LLC-provided portable communication devices (PCDs), including cell phones and personal digital assistants, should be used primarily for business purposes. Employees have no reasonable expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes, as permitted, the right to monitor personal communications as necessary.

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

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

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



however, the employee may lose some or all personal data saved on the device.

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

Please note that whether employees use their personal PCD or a Martha's Gourmet Kitchen, LLC-issued device, Martha's Gourmet Kitchen, LLC's electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect.

### **Portable Communication Device Use While Driving**

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

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

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

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

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

## **5-6. Inspections**

Martha's Gourmet Kitchen, LLC reserves the right to require employees while on Martha's Gourmet Kitchen, LLC property, or on client property, to agree to the inspection of their persons, personal possessions and property, personal vehicles parked on Martha's Gourmet Kitchen, LLC or client property, and work areas. This includes lockers, vehicles, desks, cabinets, work stations, packages, handbags, briefcases and other personal possessions or places of concealment, as well as personal mail sent to Martha's Gourmet Kitchen, LLC or to its clients. Employees are expected to cooperate in the conduct of any search or inspection.



### **5-7. Smoking**

Smoking, including the use of e-cigarettes, is prohibited on Martha's Gourmet Kitchen, LLC premises, client premises, and in all Martha's Gourmet Kitchen, LLC vehicles.

### **5-8. Personal Visits And Telephone Calls**

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

For safety and security reasons, employees are prohibited from having personal guests visit or accompanying them anywhere in Martha's Gourmet Kitchen, LLC facilities other than the reception areas.

### **5-9. Solicitation And Distribution**

To avoid distractions, solicitation by the employee of another employee is prohibited while either employee is on work time. "Work time" is defined as the time the employee is engaged, or should be engaged, in performing his/her work tasks for Martha's Gourmet Kitchen, LLC. Solicitation of any kind by non-employees on Martha's Gourmet Kitchen, LLC premises is prohibited at all times.

Distribution of advertising material, handbills, printed or written literature of any kind in working areas of Martha's Gourmet Kitchen, LLC is prohibited at all times. Distribution of literature by non-employees on Martha's Gourmet Kitchen, LLC premises is prohibited at all times.

### **5-10. Bulletin Boards**

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

### **5-11. Confidential Company Information**

During the course of work, employees may become aware of confidential information about Martha's Gourmet Kitchen, LLC's business, including but not limited to information regarding Martha's Gourmet Kitchen, LLC finances, pricing, products and new product development, software and computer programs, marketing strategies, suppliers and customers and potential customers. Employees also may become aware of similar



confidential information belonging to Martha's Gourmet Kitchen, LLC's clients and/or students. It is extremely important that all such information remain confidential, and particularly not be disclosed to Martha's Gourmet Kitchen, LLC's competitors. Any employee who improperly copies, removes (whether physically or electronically), uses or discloses confidential information to anyone outside of Martha's Gourmet Kitchen, LLC may be subject to disciplinary action up to and including termination. Employees may be required to sign an agreement reiterating these obligations.

## **5-12. Conflict Of Interest And Business Ethics**

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

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

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

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

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

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



### **5-13. Use Of Facilities, Equipment And Property, Including Intellectual Property**

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

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

Employees also are prohibited from any unauthorized use of Martha's Gourmet Kitchen, LLC's intellectual property, such as audio and video tapes, print materials and software.

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

Further, Martha's Gourmet Kitchen, LLC is not responsible for any damage to employees' personal belongings unless the employee's supervisor provided advance approval for the employee to bring the personal property to work.

### **5-14. Health And Safety**

The health and safety of employees and others on Martha's Gourmet Kitchen, LLC property are of critical concern to Martha's Gourmet Kitchen, LLC. Martha's Gourmet Kitchen, LLC intends to comply with all health and safety laws applicable to our business. To this end, we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on Martha's Gourmet Kitchen, LLC's premises, or in a product, facility, piece of equipment, process or business practice for which Martha's Gourmet Kitchen, LLC is responsible should be brought to the attention of management immediately.

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

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



## **5-15. Hiring Relatives/Employee Relationships**

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

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

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

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

## **5-16. Employee Dress And Personal Appearance**

Employees are expected to report to work well groomed, clean, and dressed according to the requirements of their position. Some employees may be required to wear uniforms or safety equipment/clothing. Employees should contact their supervisor for specific information regarding acceptable attire for their position. If employees report to work dressed or groomed inappropriately, they may be prevented from working until they return to work well groomed and wearing the proper attire. A comprehensive dress code is attached.

## **5-17. Publicity/Statements To The Media**

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



## 5-18. Operation Of Vehicles

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

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

Martha's Gourmet Kitchen, LLC-owned or leased vehicles may be used only as authorized by management.

### **Portable Communication Device Use While Driving**

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

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

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

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

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

## 5-19. Business Expense Reimbursement

Employees will be reimbursed for reasonable approved expenses incurred in the course of business. These expenses must be approved by the employee's Supervisor, and may include air travel, hotels, motels, meals, cab fare, rental vehicles, or gas and car mileage for personal vehicles. All expenses incurred should be submitted to the Office Manager along with the receipts in a timely manner.





Employees are expected to exercise restraint and good judgment when incurring expenses. Employees should contact their Supervisor in advance if they have any questions about whether an expense will be reimbursed.

## 5-20. References

Martha's Gourmet Kitchen, LLC will respond to reference requests through the Human Resources Department. Martha's Gourmet Kitchen, LLC will provide general information concerning the employee such as date of hire, date of discharge, and positions held. Requests for reference information must be in writing, and responses will be in writing. Please refer all requests for references to the Human Resources Department.

**Only the Human Resources Department may provide references.**

## 5-21. If You Must Leave Us

Should any employees decide to leave Martha's Gourmet Kitchen, LLC, we ask that they provide a Supervisor with at least 2 (2) weeks advance notice of departure. Thoughtfulness will be appreciated. All Martha's Gourmet Kitchen, LLC, property including, but not limited to, keys, security cards, parking passes, laptop computers, fax machines, uniforms, etc., must be returned at separation. Employees also must return all of Martha's Gourmet Kitchen, LLC's Confidential Information upon separation. To the extent permitted by law, employees will be required to repay Martha's Gourmet Kitchen, LLC (through payroll deduction, if lawful) for any lost or damaged Martha's Gourmet Kitchen, LLC property. As noted previously, all employees are employed at-will and nothing in this handbook changes that status.

## 5-22. A Few Closing Words

This handbook is intended to give employees a broad summary of things they should know about Martha's Gourmet Kitchen, LLC. The information in this handbook is general in nature and, should questions arise, any member of management should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this handbook, Martha's Gourmet Kitchen, LLC, in its sole discretion, may always amend, add to, delete from or modify the provisions of this handbook and/or change its interpretation of any provision set forth in this handbook. Employees should not hesitate to speak to management if they have any questions about Martha's Gourmet Kitchen, LLC or its personnel policies and practices.



## General Handbook Acknowledgment

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

Because Martha's Gourmet Kitchen, LLC'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.

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

**I have received and read a copy of Martha's Gourmet Kitchen, LLC's Employees Handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of Martha's Gourmet Kitchen, LLC at any time.**

**I further understand that my employment is terminable at will, either by myself or Martha's Gourmet Kitchen, LLC, with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind.**

**I understand that no representative of Martha's Gourmet Kitchen, LLC other than the President may alter "at will" status and any such modification must be in a signed writing.**

**I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of Martha's Gourmet Kitchen, LLC's Employee Handbook.**

Employee's Printed Name: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

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



## Receipt Of Non-Harassment Policy

It is Martha's Gourmet Kitchen, LLC's policy to prohibit intentional and unintentional harassment of or against 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 and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by Martha's Gourmet Kitchen, LLC.

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

### **Harassment Defined**

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

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

### **Sexual Harassment Defined**

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

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or



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

Examples of conduct that violate this policy include:

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

### **Reporting Procedures**

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

### **Investigation Procedures**

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

### **Retaliation Prohibited**

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



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

I have read and I understand Martha's Gourmet Kitchen, LLC's Non-Harassment Policy.

Employee's Printed Name: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

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

