



EMPLOYEE HANDBOOK

May 1, 2023



PANNIE-GEORGE'S KITCHEN

Employee Handbook

This handbook was developed to assist you in finding answers to many questions you may have regarding your employment with Pannie-George's Kitchen. Please take the necessary time to read and understand it.

Our employee handbook is a statement of our various policies and procedures outlining how Human Resource matters are normally handled. However, from time to time, business circumstances may make it necessary to change the manner in which we handle certain Human Resource matters. Consequently, we reserve the right to change our employee handbook as the business environment and Company needs change. The Company may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice. However, Pannie-George's Kitchen will make every effort to notify employees of these changes in a timely manner. It is the responsibility of the employee to stay abreast of policies.

AS A RESULT, OUR EMPLOYEE HANDBOOK IS NOT A CONTRACT OF EMPLOYMENT AND DOES NOT CREATE ANY CONTRACTUAL RIGHTS OR ALTER ANY EMPLOYEE'S STATUS AS AN EMPLOYEE "AT-WILL."

All provisions of the policies in this handbook are to be considered reformed or revised so as to conform with the requirements of any applicable law, including without limitation changes to such law that may have occurred after the publication of this handbook. Regardless of any policy language to the contrary, at no time will any policy be enforced by the Company that infringes upon any employee's rights under Section 7 of the National Labor Relations Act.

Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate official Company documents, which are always controlling over any statement made in this handbook or by any member of management.

We do not expect this handbook to answer all your questions, so we urge you to discuss any questions you may have with your supervisor or the Human Resource ("HR") Representative.

If you have questions or need assistance reviewing this document, please contact HR via one of the following methods below:

- Hours: Monday through Friday: 9am – 5pm
- Phone Number: 334.373.3938
- Email: panniegeorgeskit@bellsouth.net
- For Life-Threatening Emergencies: Call 911

This handbook supersedes all prior versions.

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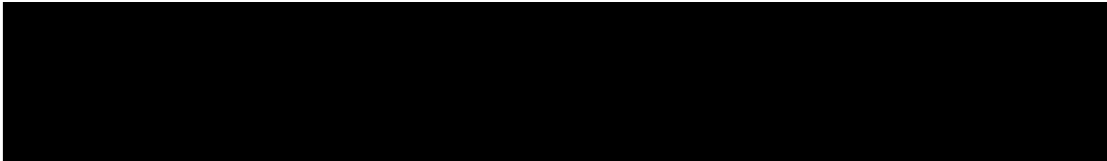
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Welcome to PANNIE-GEORGE'S KITCHEN

Dear Employee,

We are excited to have you as part of our progressive team. You were hired because we believe you can contribute to the achievement of our goals and to the bottom line of success and share our commitment to our mission statement.



Because of our mission, as a team member, we expect your best so the results of your productivity will enhance the growth and prosperity of the company.

Our success is guaranteed by creative, productive, unified employees who are empowered to make suggestions while thinking “outside the box.” Your job, every job, is essential to fulfilling our mission. The primary goal at Pannie-George’s Kitchen, and yours, is to live our mission statement and continue to be an aspiring and prosperous business, we achieve this through dedicated hard work and commitment from every employee. It is the desire of Pannie-George’s Kitchen management, from top to bottom, to have every employee succeed in their job, and assist in achieving our goals.

This employee handbook contains the key policies, goals, benefits, and expectations of Pannie-George’s Kitchen; and other information you will need as part of our team. You should use this handbook as a ready reference as you pursue your career with Pannie-George’s Kitchen. Additionally, the handbook should assure good management and fair treatment of all employees.

Again, welcome aboard. We look forward to your contribution.

Sincerely,

The Pannie-George’s Kitchen, Inc. Family

History of PANNIE-GEORGE'S KITCHEN

The name Pannie-George's comes from the combining names of our grandparents Mary and George Taylor. However, the restaurant pays respect to these colossal figures in the life of their children and their community. Pannie is the nickname for Mary Taylor, wife of George Taylor. Because of this large family, there were always occasions for large cooking events, which in turn equipped Pannie and George's children with ample knowledge of how to cook southern-style food. These God-given talents for cooking became the foundation for Pannie-George's Kitchen. The values that were taught to Pannie and George's children and the community have become the infrastructure of Pannie-George's Kitchen.



Section 1 – Governing Principles of Employment

1.1. Equal Employment Opportunity

The Company is an Equal Opportunity Employer and as such does not discriminate on the basis of actual or perceived race, color, religion, national origin, citizenship status, age, physical or mental disability, genetic information, sex, sexual orientation, gender identity and/or expression, pregnancy, childbirth or related medical conditions, military service, or any other characteristic protected by applicable federal, state or local laws. Our management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, and general treatment during employment.

The Company will endeavor to accommodate the sincere religious beliefs of its employees to the extent such accommodation does not pose an undue hardship on the Company's operations. If you have questions or concerns about equal employment opportunities in the workplace you are encouraged to bring these issues to the attention of the HR Representative or a supervisor. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. To ensure our workplace is free of inappropriate barriers, violation of this policy will lead to discipline, up to and including discharge.

Many states have enacted laws requiring employers doing business with the state to verify the legal status to work in the United States of each employee. Pannie-George's Kitchen complies with the State Law on E-Verify, and therefore requires you to complete a Form I-9 and verify state law requirements regarding immigration and employment in the states where you are hired.

1.2. Reasonable Accommodations

In accordance with applicable federal and state laws, the Company will endeavor to make a reasonable accommodation to the known physical or mental limitations of qualified employees with disabilities and employees qualified for accommodation on the basis of pregnancy, childbirth, or related medical conditions unless the accommodation would impose an undue hardship on the operation of our business. If you need assistance to perform the essential functions of your job duties because of a qualified physical or mental condition, pregnancy, childbirth or related medical conditions, please contact the HR Representative or a supervisor to discuss reasonable accommodations.

1.3. At-Will Employment

We sincerely hope that your employment with the Company will be both personally rewarding for you and mutually beneficial to us. Your employment with Pannie-George's Kitchen is at will. This means your employment is for an indefinite period and it is subject to termination by you or The Company, with or without cause, with or without notice, and at any time. Nothing in this policy or any other policy of Pannie-George's Kitchen shall be interpreted to be in conflict with or to eliminate or modify in any way, the at-will employment status of Pannie-George's Kitchen employees.

The at-will employment status of an employee of Pannie-George's Kitchen may be modified only in a written employment contract or a special agreement concerning terms or conditions of employment with that employee and signed by the upper Management of Pannie-George's Kitchen.

1.4. Anti-Harassment and Retaliation

The Company is committed to providing a work environment which is free of unlawful discrimination, harassment, and retaliation against employees or any other covered persons. Harassment is intentional, unintentional, or retaliatory based on any protected classification including but not limited to, race, color, religion, sex, national origin, age, citizenship status, physical or mental disability, sexual orientation, gender identify and/or expression, pregnancy, childbirth or related medical conditions, genetic information, military service, or any other characteristic protected by federal, state or local law.

Harassment includes but is not limited to, offensive jokes, epithets or name-calling, slurs, negative stereotyping, threats, intimidation, hostile acts, or hostile or offensive written or graphic material in the workplace. Such harassment may become unlawful when: (1) enduring the offensive conduct becomes a condition of continued employment; and/or (2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

Sexual harassment occurs when unsolicited and unwelcome sexual or romantic advances, requests for sexual or romantic favors, or other verbal or physical conduct of a sexual or romantic nature:

- Is made explicitly or implicitly a term or condition of employment.
- Is used as a basis for an employment decision.
- Unreasonably interferes with an employee's work performance or creates an intimidating, hostile, or otherwise offensive environment.

The following are examples of harassment. These are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy:

Visual: Obscene gestures, displaying and/or distributing sexually graphic magazines, calendars, or posters that may be posted and/or circulated in the workplace, and sending sexually explicit emails or other electronic messages.

Physical: Unwelcome physical conduct of a sexual or romantic nature, such as uninvited touching of a sexual or romantic nature, hugging, pinching, kissing, and/or constant brushing against another person's body.

Verbal: Suggestive or lewd/vulgar remarks, offensive jokes or innuendoes of a sexual or romantic nature, epithets, name-calling, commenting on an employee's physical appearance, conversations about your own or someone else's sex life, teasing or other conduct directed toward a person because of such person's gender, stereotyping, threats, intimidation, denigrating or hostile language which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

If you feel that you have been subjected to or witnessed conduct which violates this policy, you should immediately report the matter to your supervisor, a member of management, or the HR Representative. The Company will promptly investigate when such allegations are made regardless of job position. If you are unable for any reason to contact this person, or if you have not received a satisfactory response within three (3) business days after reporting your concerns, please contact upper management. Every report of perceived harassment or retaliation will be promptly, and fully

investigated and corrective action will be taken where appropriate. *[Please note that you are **not** required to complain first to your supervisor if they are the individual whom you believe is harassing you.]*

Violation of this policy will result in disciplinary action, up to and including discharge. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Company will not allow any form of retaliation against individuals for filing a bona fide report of unwelcome conduct to management or for cooperating in the investigations of such reports in accordance with this policy. Any employee who believes that reprisal, intimidation, or retaliation has occurred must immediately report the incident to the HR Representative.

1.5. Workplace Bullying

The purpose of this policy is to communicate to all employees, including supervisors, managers, and upper management, that Pannie-George's Kitchen will not *in any instance* tolerate bullying behavior. Employees found in violation of this policy will be disciplined, up to and including termination.

Pannie-George's Kitchen defines bullying as repeated, health-harming mistreatment of one or more people by one or more perpetrators. It is abusive conduct that includes:

- Threatening, humiliating or intimidating behaviors.
- Work interference/sabotage that prevents work from getting done.
- Verbal abuse.

Pannie-George's Kitchen considers the following types of behavior examples of bullying:

- **Verbal bullying.** Slandering, ridiculing, or maligning a person or his or her family; persistent name-calling that is hurtful, insulting, or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- **Physical bullying.** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to a person's work area or property.
- **Gesture bullying.** Nonverbal gestures that can convey threatening messages.
- **Exclusion.** Socially or physically excluding or disregarding a person in work-related activities.

In addition, the following examples may constitute or contribute to evidence of bullying in the workplace:

- Persistent singling out of one person.
- Shouting or raising one's voice at an individual in public or in private.
- Using obscene or intimidating gestures.
- Not allowing the person to speak or express himself or herself (i.e., ignoring or interrupting).
- Personal insults and use of offensive nicknames.
- Public humiliation in any form.
- Constant criticism of matters unrelated or minimally related to the person's job performance or description.
- Public reprimands.
- Repeatedly accuse someone of errors that cannot be documented.
- Deliberately interfering with mail and other communications.

- Spreading rumors and gossip regarding individuals.
- Encouraging others to disregard a supervisor's instructions.
- Manipulating the ability of someone to do his or her work (e.g., overloading, underloading, withholding information, setting deadlines that cannot be met, giving deliberately ambiguous instructions).
- Assigning menial tasks, not in keeping with the normal responsibilities of the job.
- Taking credit for another person's ideas.
- Refusing reasonable requests for leave in the absence of work-related reasons not to grant leave.
- Deliberately excluding an individual or isolating him or her from work-related activities, such as meetings.
- Unwanted physical contact, physical abuse, or threats of abuse to an individual or an individual's property (defacing or marking up property).

Individuals who feel they have experienced bullying should report this to their supervisor or the HR Representative before the conduct becomes severe or pervasive. All employees are strongly encouraged to report any bullying conduct they experience or witness as soon as possible to allow Pannie-George's Kitchen to take appropriate action.

1.6. "Open Door" Informal Problem Resolution

It is our objective to provide a work environment free from elements that would deter employees from performing their best work. The Company believes that every employee should feel comfortable discussing their concerns and complaints or problems in the proper professional manner. If you have concerns about fair treatment, or if you have been confronted with any type of job-related problem, we encourage you to take advantage of the following "Open Door" informal problem resolution procedure which we have developed to quickly handle job-related complaints or problems:

- On most matters, you should approach your immediate supervisor first, as appropriate.
- If you are uncomfortable discussing the matter with your immediate supervisor, if the supervisor is the source of your concern or complaint, or if you are not satisfied with the resolution you were provided by your supervisor, you should go to the next appropriate level of management, or the HR Representative.
- If your problem is still not resolved after discussing it with the HR Representative, you may contact Upper Management.

The Company will attempt to keep all such expressions of concern, the results of any investigation, and the terms of their resolution, confidential to the extent reasonably possible. Employees may be asked to summarize problems and concerns in writing as part of the investigation process to ensure the Company has a clear understanding of the situation.

The Company believes that employee concerns are best addressed through informal and open communication, and therefore encourages the discussion of work-related concerns between employees and the most appropriate level of management.

1.7. Drug and Alcohol-Free Workplace

To help ensure a safe, healthy, and productive work environment for our employees and others, to protect Company property, and to ensure efficient operations, the Company 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 the Company.

As a condition of continued employment, employees may be required to undergo periodic drug screenings at management's discretion and consistent with applicable legal requirements. A failure to satisfactorily complete any required drug test within the time frame required is grounds for discipline, up to and including immediate discharge.

Examples of circumstances that may require drug testing include but are not limited to the following:

- There is concern regarding the employee's ability to safely or productively perform job duties.
- The employee is returning to work after a serious accident or illness.
- The employee is being considered for transfer or promotion.
- An on-the-job accident has occurred.
- A formal request by a supervisor based on documented observation or reasonable suspicion of impairment related to alcohol or 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 on Company business (whether or not on Company premises) or while representing the Company, is strictly prohibited. Employees and other individuals who work for the Company also are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, 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. This restriction does not apply to responsible drinking of alcohol at business meetings and related social outings. Employees are required to advise their supervisor when the use of any prescription drugs or non-prescription drugs or medications may cause drowsiness or other side effects which may interfere with performance or create safety issues. Violation of this policy will 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 individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions, to the extent required by law. We encourage employees to seek assistance before their substance abuse or alcohol misuse is identified by the Company or renders them unable to perform the essential functions of their jobs or jeopardizes the health and safety of any Company employee, including themselves.

As an employee, your entry into any work location, including offices, job sites, vehicles, and client locations, is conditioned on the right of the Company to search your personal effects, desk, any closed container, and vehicle for prohibited drugs and paraphernalia, alcoholic beverages, or possession of unauthorized property or equipment, to the fullest extent provided by law.

1.8. Workplace Violence

The Company 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 the Company and personal property.

We do not expect you to become an expert in psychology or to physically subdue a threatening or violent individual. Indeed, we specifically discourage you from engaging in any physical confrontation with a violent or potentially violent individual. However, we do expect and encourage you to exercise reasonable judgment in identifying potentially dangerous situations and immediately reporting them to management.

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

Threats, threatening language, or any other acts of aggression or violence made toward or by any Company employee (even as a joke or in jest) 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 into any of the Company locations.

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

If the Company determines, after an appropriate good faith investigation, that someone has violated this policy, the Company will take swift and appropriate corrective action.

If you are the recipient of a threat made by an outside party, please follow the steps detailed in this section. It is important for us to be aware of any potential danger in our workplace so that we can take effective measures to ensure safety and security.

Section 2 – Operational Policies

2.1. Employee Classifications

Our employees are classified into several categories: full-time or part-time, exempt (salary) or Pannie-George's Kitchen – May 1, 2023

nonexempt (hourly), temporary, and contract. Classifications are important in determining eligibility for various benefits, overtime, and to clarify employment status. Since our employees are employed at will for indefinite and unspecified durations, established classifications do not guarantee employment.

Each employee's position is designated as exempt (salary) or nonexempt (hourly).

- Nonexempt (hourly) employees receive overtime pay for actual hours worked in excess of 40 hours in a workweek.
- Exempt (salaried) employees hold positions that meet specific tests established by the Fair Labor Standards Act (FLSA) and are not eligible to receive overtime pay.

In addition to the exemption classification, each employee belongs to one of the following employment categories.

- Full-Time employees are regularly scheduled to work an average of 30 or more hours per week on a regular basis. Full-time employees are generally eligible for all standard benefits.
- Part-Time employees are scheduled to work less than 30 hours per week, indefinitely, on a regular or irregular basis. Part-time employees are not eligible for any benefits.
- Temporary employees are hired for defined projects and/or limited timeframes and generally are not eligible for Company benefit programs. Temporary employees, like all other employees, remain employed at will throughout their employment. Extension of a temporary assignment beyond the initially stated period does not imply or constitute a change in employment status.
- Independent Contractors perform work under personal service contracts and are not considered employees.

2.2. Orientation Period

Unless otherwise specified, the first 90 days of your employment is considered an orientation and trial period. This is an opportunity for the Company to evaluate your skills, abilities, performance, attendance records, and overall match to the position and Company and make a determination as to whether or not to retain you as a regular employee. This period also offers you an opportunity to learn more about the Company, its business, culture, and expectations of your performance, and for you to decide whether employment with the Company is meeting your personal and professional needs. The Company may at its sole discretion extend the orientation period to better evaluate performance, however, there is no guarantee that an orientation period will last for 90 days or be extended prior to termination. Completion of the orientation period does not alter an employee's at-will status. During and following the orientation period, it is understood that either the Company or the employee may terminate employment at any time for any reason without warning or notice, including without limitation progressive discipline.

2.3. Your Employment Records

Your employment records consist of your employment application, benefit enrollment forms, tax withholding, and payroll deduction authorizations, along with other employment forms and documents generated during your tenure with the Company. This information is considered Company property and is securely maintained in your personnel file by HR.

Please keep your personnel file up to date by informing the HR Representative of any changes. Also, please inform the HR Representative of any specialized training or skills you may acquire in the future, as well as any changes to any required work authorization documents. Unreported changes of

address, telephone number, marital status, number of dependents, etc. can affect your Company benefit programs, social security benefits, state and federal taxes, and other Company records. Further, an outdated emergency contact or an inability to reach you in a crisis could cause a severe health or safety risk or other significant problems.

2.4. Working Hours and Schedule

The Company's normal working hours vary depending on the location and day of the week. Pannie-George's Kitchen allows for some flexibility in your workday but generally expects our employees to be at work during the times designated. If you have any questions about our working hours and schedule, please see your supervisor.

On occasion, staff meetings may be scheduled. Every effort is made to schedule these meetings during work hours for the vast majority of employees. Written notification for mandatory meetings will be distributed in advance. All employees are required to attend mandatory meetings when scheduled, even though it may not be during their scheduled work hours. Employees will be paid when attending mandatory staff meetings.

2.5. Meal and Rest Breaks

Lunch breaks are for 30 minutes during an eight-hour workday. Employees are required to clock out for lunch breaks. Schedules may vary from employee to employee, based on work schedule and from one department to another. It is the responsibility of your immediate supervisor to establish your lunch break schedule.

2.6. Inclement Weather/Natural Disaster Procedure

In the event the Company must close for the day due to severe weather, natural disaster, or other emergencies, the Company will make every reasonable effort to notify you. Employees should prioritize their personal safety during times of inclement weather or natural disaster. If the Company is open during inclement weather, you are required to be at work. If an employee does not feel safe coming to work, they should contact their supervisor as soon as possible. Should the facility close early/late or for the full day due to inclement weather or natural disaster, full-time salaried/exempt employees will be paid, if they have any available vacation time, they will be required to use this time. Full-time & Part-time hourly/non-exempt employees are not eligible for pay; however, they are eligible to use their available vacation or time off without pay.

2.7. Timekeeping Procedures

Employees must record their time worked for payroll and benefit purposes. Employees must record the hours worked and record any departure from work for non-work-related reasons, on-time records as prescribed by management unless authorized to be exempt, as with supervisory and management personnel. For vacation, paid leave, or holidays, employees must submit a request via email to panniegeorgeskit@bellsouth.net for approval. Employees are prohibited from performing "off-the-clock" work or failing to record hours worked. Altering, falsifying, or tampering with any time records is prohibited. Violations are subject to discipline, up to and including discharge. Employee time is recorded using *Homebase*, which is housed via the cash register system.

2.8. Overtime

Occasionally you may be required to work more than eight (8) hours in a day or more than forty (40) hours in a week. Obviously, there are times when we experience periods of high activity and customer demands make overtime work unavoidable. During these busy periods, additional work is required from all of us, and unless your supervisor excuses you, authorized overtime work is mandatory.

Your supervisor is responsible for monitoring business activity and requesting overtime work if it is necessary. An effort will be made to provide you with adequate advance notice in such situations; however, lack of advance notice is not a sufficient reason for refusing to work required overtime.

Any non-exempt administrative or hourly employee who works overtime will be compensated at the rate of one and one-half times (1 ½) his/her normal hourly wage for all time worked in excess of forty (40) hours each pay week unless otherwise required by law. For the purpose of calculating overtime for non-exempt or hourly employees, the workweek begins on Monday and ends on Sunday. No employee shall work overtime without such documented authorization. In the event a non-exempt employee works overtime without prior authorization, he or she will be paid overtime compensation for all hours worked but may be subject to disciplinary action, up to and including termination.

The Company complies with federal, state, and local laws regarding compensation.

2.9. Your Paycheck

You will be paid weekly for all the time you have worked during the pay period. Payday is on a Monday and paid a week in arrears. For all Alabama employees, a direct deposit will be required. Pannie-George's Kitchen will follow any state laws regarding direct deposit enforcement. In the event a payday falls on a holiday, paychecks will be distributed the Friday before the Holiday. Your paycheck will show an itemization of the voluntary and required deductions from gross earnings, which by law must include deductions for Social Security, federal income tax, and any other appropriate taxes. These required deductions may also include any court-ordered garnishments.

Be sure to verify your direct deposit notification for the accuracy of ALL information, wages, and deductions every pay period. If you believe there is an error in your pay, please notify your supervisor and/or the HR Representative immediately. If an error has been made, Pannie-George's Kitchen will correct the problem and reimburse the employee for any amounts owed. Except in emergencies, and depending upon the amount of the error, adjustments will not appear until the next pay period. The Company will generally not be responsible for any corrections after 30 days.

2.10. Pay Transparency Nondiscrimination Provision

The Company will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

2.11. Salary Advances

The Company does not permit advances on paychecks.

2.12. Performance Review

Depending on your position and classification, the Company endeavors to review your performance annually on your anniversary date. This review will outline the competencies you need to perform your job functions successfully. Through this process, you and your supervisor will discuss job requirements for your duties and establish plans for your growth and development. However, please understand that 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, the Company encourages you and your supervisor to discuss your job performance on a frequent and ongoing basis. Although consistent performance is one of our goals, expectations for your performance may vary from one supervisor to another. Stay in regular communication with your supervisor about work expectations. All performance reviews will become a permanent part of your personnel file.

2.13. Outside Employment

The work at Pannie-George's Kitchen is unpredictable, and frequently employees are asked to work overtime on short notice. Because the company depends on employees being able to respond to overtime needs, secondary employment (moonlighting) is discouraged. In unusual circumstances, moonlighting may be allowed, provided approval is given in writing. Approval will not be given if:

- The outside job imposes an additional strain or load on the employee so that health or quality of work is affected.
- The outside job conflicts with the required working hours (including overtime) or responsibilities at Pannie-George's Kitchen.
- The outside job involves work with a competitor, a potential competitor, or with a company which in any way could be construed as being interested in obtaining knowledge or assets to compete with the other firm about Pannie-George's Kitchen business or projects or competes with any of the services the Company provides.
- The outside job does not interfere with a firm that provides or seeks to provide goods and services to Pannie-George's Kitchen.
- The outside job involves obtaining or proposing on business contracts with Pannie-George's Kitchen. It is the policy of Pannie-George's Kitchen not to award separate business contracts or subcontracts to employees for work which they are expected to perform as employees (i.e. cooking, cashiering, etc.).
- The outside job is within the scope of work Pannie-George's Kitchen can or does perform for current and prospective clients.

Pannie-George's Kitchen is not responsible for the actions of employees who moonlight, nor does the Company's liability insurance cover an employee's actions. Therefore, employees who moonlight must issue a written declaration to their Secondary Employer that they are working on their own

behalf and that Pannie-George's Kitchen will not be responsible for their actions, nor is Pannie-George's Kitchen involved in any way with the work being performed. These written declarations are to be reviewed by upper Management and Legal (when necessary) who will also authorize any moonlighting.

Employees may not use Company computers, software, supplies, etc. while moonlighting.

2.14. Seniority

At Pannie-George's Kitchen, some benefits and privileges are based on seniority with the Company, and in order to calculate when these benefits begin, it is necessary for all employees to have a seniority date as determined in the sole discretion of the Company.

Regular Full-Time employees have a seniority date as the original date of hire. Part-Time and Temporary employees do not have a seniority date. If Part-Time and Temporary employees should become Regular Full-Time employees, they will have a seniority date as the date they became a regular Full-Time employee. All company benefits and waiting periods begin from the date an employee becomes a Regular Full-Time employee.

Time spent on an approved leave of absence is not subtracted from seniority dates.

2.15. Employee Communications

Pannie-George's Kitchen always encourages employees to submit suggestions, comments, or new ideas which may benefit the Company or enhance the working conditions. For submitters who wish to remain anonymous, every precaution will be made to preserve your privacy. All suggestions can be made online via <https://www.panniegeorgeskitchen.com>. Management will check the suggestion box on a regular basis for new submissions.

In addition, the Company will have announcements and other information to communicate to employees. Bulletin boards placed in designated areas throughout the location will display notices and announcements for employees to review. It is the responsibility of each employee to review these bulletin boards several times per week to be up to date on updates, notices, changes, etc.

Section 3 – Benefits

3.1. Benefits Overview/Disclaimer

In addition to good working conditions and competitive pay, it is the Company's policy to provide a comprehensive package of group benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully considered and developed to meet the diverse needs of our employees. These benefits include paid time-off benefits, such as vacations and holidays, and insurance plan benefits, such as health, and life. We are regularly evaluating our benefits programs and policies to better meet the present and future needs of you and your family. For more information regarding our benefits programs, please refer to the Pannie-George's Kitchen Benefits Guide which was provided to you at orientation. Should you need another copy, please contact your HR Representative.

3.2. Time off Policies

Under the Time Off Policies, each full-time employee is eligible after specific waiting periods outlined in each section. Part-time or temporary employees are not eligible for time off policies.

1. **VACATION:** The Company provides five (5) paid vacation days for eligible full-time employees after the completion of one (1) year of service. Vacation is earned on your anniversary date with no rollover to the next year. *(For example, if you were hired on October 14th, the next October 14th you will earn five (5) vacation days to use the next year. Once you hit the next Anniversary date of October 14th you will reset at five (5) vacation days).* Any time taken during the first year of employment will be unpaid time off. Employees should provide vacation requests or changes in writing to your supervisor at panniegeorgeskit@bellsouth.net at least three (3) weeks prior to the anticipated vacation date. We understand there may be circumstances in which a three (3) week notice may not be feasible. Requests that are under three (3) weeks will be evaluated on a case-by-case basis.
2. **SICK:** The Company provides sick leave for eligible full-time employees beginning the first of the month after the completion of ninety (90) days of service. After this probationary period, sick leave benefits are accrued at the rate of four (4) hours per month worked, with no rollover to the next year. An eligible employee can earn up to six (6) days (48 hours) of sick leave per year. Once an employee accrues six (6) days of sick leave, there will be no further accrual. A physician's note may be required to substantiate the request. Employees will be required to notify their supervisor or the HR Representative at panniegeorgeskit@bellsouth.net or 334.373.3938 within 72 hours prior to when they plan to use sick leave for scheduled medical procedures or doctor appointments. These time off requests should be scheduled outside of working hours when possible.

Vacation & Sick time may be taken in one (1) hour increments. Vacation and Sick time accrued, unused, or otherwise will not be paid at termination, regardless of the reason for termination.

Reasonable efforts will be made to grant your time-off requests, consistent with our operating schedule. However, if too many employees request the same period of paid time off, the Company reserves the right to determine who may take time off during that period. Employees who first submitted the request, then those employees with the longest length of service, will be given preference. We understand unforeseeable circumstances may arise, so we ask you notify your supervisor at panniegeorgeskit@bellsouth.net or 334.373.3938 as soon as practicable in emergency situations. These will be evaluated on a case-by-case basis.

3. **HOLIDAYS:** Pannie-George's Kitchen observes the following 8 paid holidays each calendar year:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	1 Floating Holiday voted on by employees in January

Regular full-time and salaried employees are paid eight (8) hours for each holiday after being employed with the Company for ninety (90) days; however, part-time, temporary, or those with less than ninety (90) days of service are not paid for holidays.

Holidays are subject to change each year and the Company reserves the right to make changes to these dates at any time.

4. **BEREAVEMENT LEAVE:** Regular Full-time employees employed with the Company for ninety (90) days, will be granted up to a maximum of three (3) days off with pay in the event of a death in the immediate family (spouse, mother, father, child, sister, or brother and the in-law equivalents) of the employee. You must inform your supervisor at panniegeorgeskit@bellsouth.net or 334.373.3938 prior to commencing bereavement leave. In administering this policy, the Company may require verification of death. All bereavement leave must be taken within thirty (30) days of the death of the immediate family member.

3.3. Voting Leave

The Company encourages employees to vote in local, state, and federal elections. In most cases, the polls are open during hours that allow employees to vote either before or after their work hours. In the event an employee does not have sufficient time outside of working hours to vote in a statewide election, the employee may request enough working time off to vote. Such time will be unpaid unless time off is used. This time should be taken at the beginning or end of the regular work schedule. Where possible, your supervisor should be notified at least two (2) days before the voting day.

3.4. Jury Duty

The Company recognizes the need for our employees to fulfill their civic responsibility and serve the general public interest. An employee is eligible to receive time off with pay if you are a Regular Full-time employee and called to serve on a jury. A Regular Full-time employee will receive their normal rate of pay for regularly scheduled hours and may retain any payment received from the court. Jury duty that is required during scheduled time-off will be unpaid. Regular Full-time employees are required to notify their supervisor promptly after being called for jury duty that overlaps scheduled work hours and proof of service will be necessary to be paid for time away from work.

3.5. Professional Development

Pannie-George's Kitchen provides generous support in time and expenses for professional development and continuing education at all position levels. Membership in professional associations and participation in seminars and training is encouraged. For additional information and approval, please contact your HR Representative.

3.6. Workers' Compensation

On-the-job injuries and illnesses are covered by the Company's Workers' Compensation insurance policy, which is provided at no cost to you. This insurance offers medical care for temporary disability and certain monetary benefits for permanent disability related to workplace injuries or illnesses. Medical care received for Workers' Compensation illnesses and injuries is provided by healthcare providers and physicians designated by the Company and its insurance provider.

If you are injured on the job, no matter how slightly, you are required to report the incident immediately to your supervisor or HR Representative. Failure to follow Company procedures may affect your ability to receive Workers Compensation benefits. Note: if you fail to report a workplace injury, which later develops into a "lost time accident," you may be denied Workers' Compensation coverage.

An employee will generally not be eligible for benefits due to the following:

- injury or death caused by the willful misconduct of the employee;
- the employee's intention to bring about the injury or death of himself or another;
- the employee's willful failure to use the safety appliances provided by the Company; and
- by an accident due to the injured employee being intoxicated or impaired due to the use of alcohol or illegal drugs.

Any employee injured on the job may be required to undergo a drug and/or blood alcohol test. A positive drug or alcohol test conducted and evaluated pursuant to standards consistent with applicable government regulations will be considered conclusive that an individual is impaired as a result of the use of alcohol or controlled substances. In addition, employees should understand that refusal to submit to a blood or urine test in a timely manner upon request will forfeit any rights to recover Workers' Compensation benefits.

Workers' Compensation 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.

Section 4 – Leaves of Absence

4.1. Personal Leave

If you are ineligible for any other Company leave of absence, the Company may, under certain circumstances at its complete discretion, grant you a personal leave of absence without pay. All full-time employees that have completed a minimum of ninety (90) days of continuous employment with Pannie-George's Kitchen are eligible for personal leave. A written request for a personal leave should be presented to the HR Representative at least two (2) weeks before the anticipated start of the leave or as soon as practicable in the event of an unforeseeable absence. An employee requesting leave for their own serious health condition or that of a family member will be required to provide a statement from the health care provider verifying the employee's inability to perform the functions of their position. Your request will be considered based on staffing requirements and the reasons for the requested leave, as well as your performance and attendance records. When granted, time off generally will be allowed in one (1) week increments for a maximum of 30 days per calendar year. Under unusual circumstances the Company may deviate from these practices, and personal leave may be extended if, before the end of your leave, you submit to management a written request for an extension, and the request is granted.

During your leave, you will not earn paid time off. We will continue your health insurance coverage during your leave provided you remain eligible for the health insurance pursuant to the plan documents and you submit your share of the weekly premium payments made payable to the Pannie George's Kitchen by the required due dates, subject to the terms of the plan documents. Please contact your HR Representative for details regarding your eligibility and these payments.

While this leave is unpaid, employees can use their available vacation or sick time to cover their absence.

When you anticipate your return to work, please notify management of your expected return date. This notification should be made at least one (1) week before the end of your leave. An employee may be required to present a fitness-for-duty certificate prior to returning to work for medical leaves of absence. If such certification is not submitted when required, the employee's return to work may be delayed accordingly.

Upon completion of your personal leave of absence, the Company will attempt to return you to your original job, or a similar position, subject to prevailing business considerations. Reinstatement, however, is not guaranteed. Failure to advise management of your availability to return to work, failure to return to work when notified, or your continued absence from work beyond the time approved by the Company will be considered a voluntary resignation of your employment.

4.2. Military Leave

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

If you are required to attend yearly Reserves or National Guard duty, you can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). You should give management as much advance notice of your need for military leave as possible so that we can maintain proper coverage while you are away. The Company will follow all requirements of the Uniformed Services Employment and Re-Employment Rights Act of 1994 (USERRA).

Section 5 – General Standards of Conduct

5.1. Workplace Conduct

The Company 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, at the Company's sole discretion. While it would be impossible to compile complete lists of expected behavior and/or unacceptable conduct subject to corrective action, the following guidelines provide a general outline of expectations and should not be considered all-inclusive.

1. Performance. Employees are expected to perform their jobs efficiently, effectively, and in accordance with established procedures. Examples of unacceptable performance include:

- Failure to meet quality standards and deadlines;
- Refusal to work overtime;
- Insubordination, willful disobedience, failing to follow supervisor directions, or refusal to accept work assignments;
- Unprofessional conduct or rudeness; and/or
- Violation of safety rules, or failure to report an accident.

2. Attendance. Examples of attendance misconduct include:

- excessive tardiness; and/or
- excessive absences.

3. Honesty and Integrity. Employees are expected to demonstrate honesty and candor in the conduct of all business activities, including observance of the spirit as well as the letter of the law. Additionally, employees are responsible for reporting any illegal or unethical actions of employees and non-employees to the HR Representative. Examples of unacceptable actions include:

- Willful or negligent damage, theft, or misuse of property;
- Falsification of Company records or documents (including time and absence records, employment applications, medical reports, accident/injury reports, work records, expense accounts, or other business records);
- Failure to report an injury or unsafe conditions, or to cooperate in Company investigations;
- Divulging confidential Company information without authorization, including protected medical information;
- Discussing or disclosing confidential employee compensation data, including one's own to another employee;
- Use of Company time or equipment for excessive personal purposes; and/or
- Obtaining employment based on false or misleading information.

4. Behavior. Employees are expected to conduct themselves professionally and to meet established standards of behavior. Examples of unacceptable employee behavior include:

- Violation of dress and grooming code;
- Working under the influence of alcohol and/or illegal drugs;
- Possession, use, or sale of alcohol or illegal drugs at work or on Company property, or refusal to submit to a request for testing;
- Using offensive, foul, or abusive language;
- Unlawful Possession of guns, explosives, or other weapons on Company property;
- Fighting with or threatening fellow employees or non-employees;
- Harassment or discrimination of any kind (including sexual harassment);
- Smoking in unauthorized areas;
- Unauthorized solicitation;
- Pranks or practical jokes that result in damage to Company property or are detrimental to other employees;
- Conviction of a felony relevant to an employee's position or employee/Company safety;
- Any willful or negligent act which endangers the safety, health, or well-being of another person;
- Excessively Performing work of a personal nature during working time; or
- Misconduct or any act that disrupts work or discredits the organization.

The expected conduct and work rules outlined above are merely examples of the types of behavior that may subject an employee to corrective action. The Company, as an "at-will" employer, maintains complete discretion over corrective actions and termination policies and practices.

5.2. Attendance Policy

You were hired to perform an important function at the Company. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, your attendance and punctuality are very important. Unnecessary absences and lateness are expensive, and disruptive and place an unfair burden on your fellow employees and supervisors. We expect excellent attendance from each employee. Excessive absenteeism, habitual tardiness, or absence without notification will result in disciplinary action up to and including discharge.

We do recognize, however, that there are times when absences and tardiness cannot be avoided. In such cases, you are expected to notify your supervisor as early as possible, but no later than 30 minutes prior to the start of your workday.

Asking another employee, friend or relative to give this notice is improper and constitutes grounds for disciplinary action. On each day of absence (unless otherwise approved) you are expected to call your supervisor, stating the nature of your absence and expected duration.

Leaving early without notifying your supervisor may result in the employee's action being defined as walking off the job and considered a voluntary quit.

No Call/No Show (NCNS) is defined as not calling or reporting to work at the start of your scheduled shift. If you are absent and fail to notify your supervisor or designee, it will be considered a NCNS and may result in a voluntary termination. Any exceptions to this will be reviewed on a case-by-case

basis and must be approved by the supervisor and HR Representative. Exceptions may require substantiation and/or verification.

Excused Absences:

Excused absences may include but are not limited to:

- Pre-approved vacation
- Personal holidays
- Recognized holidays
- Bereavement leave
- Military obligation
- Jury duty
- Work related injury/illness
- Approved personal leave or other leave approved by the supervisor and HR Representative
- Absences at the request of your supervisor for the purpose of budgeting or for investigation of allegations
- Absences as allowed by applicable state or local law

Unexcused Absences:

Unexcused absences may include but are not limited to:

- Any absence due to your illness or injury or that of your immediate family member in excess of Time Off days granted to you each year. (Immediate family is defined to include spouse, parent, sibling, grandparent, grandchild, corresponding in-laws, and equivalent step-relatives).

EXCEPTION: Unless the absence is covered under approved leave or Worker's Compensation.
- Absence for a funeral that is not covered under the Bereavement policy unless Time Off is used and approved by your supervisor.
- Any absence for vacation or sick leave when not scheduled in advance and approved by your supervisor.

Please note that Pannie-George's Kitchen requires employees to notify a supervisor when medical attention is required for any reason, accident, or illness. Employees requiring transportation to a medical facility must be taken by medical personnel. Transportation and medical costs are the responsibility of the employee unless the employee is injured on the job which may result in a Workers Compensation injury (see Workers Compensation section).

Discipline for Unexcused Absences

Unscheduled and unexcused absences place an unfair burden on co-workers, and you should avoid them whenever possible. The following are grounds for discipline:

- Frequent unexcused absences, including late arrivals and early departures.
- Failure to provide proper notification of late arrivals, early departures, or unscheduled absences.
- A pattern of absences (e.g. calling in sick every Friday)
- Misrepresentation of the reason for an absence

Should an employee have a medical absence of three (3) or more consecutive days, the employee may be required to provide to a supervisor a signed and dated physician's statement certifying that

the employee is medically and physically able to return to work and perform assigned duties. Even with a physician's statement, the absence will still be considered unauthorized unless it is considered an authorized absence as outlined in this policy.

Employee attendance will be maintained on a rolling twelve (12) month basis. Warnings are issued based on a rolling year and will be voided upon completion of a full year from the time the warning was issued.

Disciplinary Process

In general, progressive discipline will be administered as follows:

- Late or Leave Early up to 2 hours 1/4 Occurrence
- Each Partial Day (half or less of shift schedule) 1/2 Occurrence
- Each Full Day of Absence (more than half of shift schedule) 1 Occurrence

- Documented Counseling 3 occurrences within a 12 month period.
- Verbal Warning 4 occurrences within a 12 month period.
- Written Warning 5 occurrences within a 12 month period.
- Final Written Warning 6 occurrences within a 12 month period.
- Discharge 7 occurrences within a 12 month period.

Pannie-George's Kitchen reserves the right to skip any step in the progressive discipline process.

Extraordinary circumstances may call for a departure from these general guidelines and the Company reserves the right to deviate from these guidelines. This policy does not create a contract, either expressed or implied. This policy does not alter the employment-at-will status of any employee of this Company.

5.3. Conflict Resolution

Problems, misunderstandings, and frustrations may arise in the workplace. It is Pannie-George's Kitchen's intent to be responsive to its employees and their concerns. Therefore, an employee who is confronted with a problem may use the procedure described below to resolve or clarify the employee's concerns.

The purpose of this policy is to provide a quick, effective, and consistently applied method for a nonsupervisory employee to present his or her concerns to management and have those concerns internally resolved.

Procedures

Initially, employees should bring their concerns or complaints to their immediate supervisor. If the complaint involves the employee's immediate supervisor, the employee should schedule an appointment with their immediate supervisor's supervisor to discuss the problem that gave rise to the complaint within five working days of the date the incident occurred. The immediate supervisor (or their supervisor) should respond in writing to the complaint within five days of the meeting held with the complainant employee as to the decision and/or where they are in the process of the investigation.

If the discussion with the immediate supervisor does not resolve the problem to the mutual satisfaction of the employee, or if the supervisor does not respond to the complaint, the employee may submit a written complaint to the General Manager or a member of upper management.

The submission of the written complaint to the next level of management is due within five working days of the response from the supervisor. The complaint should include:

- The problem and the date when the incident occurred.
- Suggestions on ways to resolve the problem.
- A copy of the immediate supervisor's written response or a summary of his or her verbal response and the date when the employee met with the immediate supervisor. If the immediate supervisor did not respond, the complaint should state this.

Upon receipt of the formal complaint, the General Manager and/or Upper Management must schedule a meeting with the employee within five working days to discuss the complaint. Within approximately five working days after the discussion, the General Manager and/or Upper Management should issue a decision both in writing and orally to the employee filing the complaint. If Management is unable to have a decision within five working days, they should respond with an update on where they are at in the investigation and when they expect to make their final decision.

If the employee is dissatisfied with the decision of the General Manager and/or Upper Management, the employee may, within five working days, appeal this decision in writing to Human Resource Management, Inc. (our HR Consulting firm) at 866-947-2727. You will identify yourself as an employee of Pannie-George's Kitchen and let them know you would like to speak with someone in HR regarding a complaint.

Human Resource Management, Inc. may call a meeting with the parties directly involved to facilitate a resolution or refer complaints to a review committee if it believes that the complaint raises serious questions of fact or interpretation of the policy.

If an employee fails to appeal from one level to the next level of this procedure within the time limits set forth above, the problem should be considered settled based on the last decision, and the problem should not be subject to further consideration.

Because problems are best resolved on an individual basis, the conflict resolution procedure may be initiated only by individual employees and not by groups of employees. All complaints must be made in good faith.

Pannie-George's Kitchen reserves the right to impose appropriate disciplinary action for any conduct it considers to be disruptive or inappropriate. The circumstances of each situation may differ, and the level of disciplinary action may also vary, depending on factors such as the nature of the offense, whether it is repeated, the employee's work record, and the impact of the conduct on the organization.

No Pannie-George's Kitchen employee will be subject to retaliation for filing a complaint under this policy.

5.4. Use of Communication and Computer Systems

The Company's communication and computer systems are intended for business; however limited personal usage is permitted if it does not hinder the performance of job duties or violate any other Company policy. This includes voice mail, email, and Internet systems.

Pannie-George's Kitchen uses computers and software for many different purposes. Information processed on these systems is proprietary and critical. Any distortion or loss of information could have a significant impact on the smooth operations of the company. Standards for operation of the personal computers and software will ensure the integrity of the systems and minimize any risks associated with the use of personal computers to support company operations. For the protection of the Company network and proprietary information, security measures have been installed on the systems. No employee shall, under any circumstances, attempt to disable or circumvent these security measures.

Users have no legitimate expectation of privacy regarding their use of the systems. The Company may access the voice mail and email systems and obtain the communications within the systems, including past voice mail and email messages, without notice to users of the system, in the ordinary course of business when the Company deems it appropriate to do so. This may include access to both business and personal communications. Further, the Company may review Internet usage to ensure that communications sent via the Internet with Company property are appropriate.

The reasons for which the Company may obtain access to employees' email and voicemail systems and review Internet usage include but are not limited to maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information, and ensuring that Company operations continue appropriately during 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 created and deleted without notice.

The Company's policies prohibiting harassment, in their entirety, apply to the use of the Company's communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or discriminatory in violation of the Company's policies further described in this handbook.

Since the Company's communication and computer systems are intended for business use, these systems may not be used for the following reasons: (this is not an all-inclusive list)

- To solicit for religious or political causes or outside organizations.
- Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited.
- To access, or attempt to obtain access to, another employee's computer systems without appropriate authorization. Personal passwords may not be shared with other employees.
- To access/play, computer games and personal software may not be installed on company equipment
- Used to create or store personal information or projects.
- Store or display images depicting violence, sexually explicit material, or racially offensive material.

- Unauthorized software installed that isn't properly licensed and installed at the direction of the IT Director.
- To download software (free or otherwise) without express permission from the CIO (Chief Information Officer).

Employees found to be using company computer equipment for personal use may be subject to disciplinary action, up to and including discharge.

5.5. Social Media

The Company takes no position on your decision to start or maintain a blog or participate in other social networking activities; however, it is the right and duty of the company to protect itself from unauthorized disclosure of information. The Company's social media Policy and Procedures include rules and guidelines for personal social networking and apply to all upper management, board members, management, and staff.

1. **General Provisions.** The Company uses social media to create brand awareness and connect with an online community in a way that is beneficial for both the Company and its social network community. The Company will mostly use these forums for informational purposes and as a tool for educating the online community about relevant issues and trends. When using social media as a vehicle for advertising, the Company will abide by all advertising rules and regulations. Content of this nature is rare and is reviewed by Marketing before posting occurs. The Company prohibits postings on behalf of the Company (informational, advertising, or otherwise) made by anyone other than the Marketing Department. This restriction does not extend to 'liking' or 'sharing' content on the Company's social media outlets, as these are authorized and encouraged interactions. All employees are expected to remain professional in their communications and comply with the Company's Employee Handbook, including the General Standards of Conduct, and are mindful that they represent Pannie-George's Kitchen to the world at large while online. Breaches of policy by any employee will be reported to the individual's immediate supervisor as well as Upper Management and handled properly. Pannie-George's Kitchen will comply with any reasonable requests from law enforcement to review the internet activities of any employee.
2. **Employer Monitoring.** Employees are cautioned that they should not expect privacy while using the Internet. Your postings can be reviewed by anyone, including the Company. The Company reserves the right to monitor comments or discussions about the company, its employees, clients, and the industry, including products and competitors, posted on the Internet by anyone, including employees and non-employees. The Company uses search tools and software to monitor forums such as blogs and other types of personal journals, diaries, personal and business discussion forums, and social networking sites.

Employees are cautioned that they should not expect privacy while using Company equipment or facilities for any purpose, including authorized blogging. The Company reserves the right to use content management tools to monitor, review or block content on Company social media sites that violate Company social media Policy and Procedures.
3. **Reporting Violations.** The Company requests and strongly urges employees to report any violations or possible or perceived violations to the HR Representative. Violations include discussions of the Company and its employees and clients, any discussion of proprietary information, and any unlawful activity related to blogging or social networking.
4. **Discipline for Violations.** The Company investigates and responds to all reports of violations of the social media Policy and Procedures as well as other related policies. Violation of the

Company's social media Policy and Procedures will result in disciplinary action up to and including immediate termination. Discipline or termination will be determined based on the nature and factors of any social media post. The Company reserves the right to take legal action where necessary against employees who engage in prohibited or unlawful conduct.

5. **Acknowledgment.** Employees are required to sign a written acknowledgment that they have received, read, understood, and agreed to comply with the Company's social media Policy and Procedures as well as any other related policy.

If contacted by the media or press about their post that relates to the Company business, employees are required to speak with their supervisor before responding.

5.6. Inspections

The Company reserves the right to require employees while on Company property, or client property, to agree to the inspection of their personal possessions and property, personal vehicles parked on Company or client property, and work areas, as permitted by law. This includes lockers, vehicles, desks, cabinets, workstations, packages, handbags, briefcases, and other personal possessions or places of concealment, as well as personal mail sent to the Company or its clients. For this reason, employees should have no expectation of privacy in such personal possessions and property which are identified in this policy as subject to search or inspection. Employees are expected to cooperate in the conduct of any search or inspection, which may involve law enforcement authorities as necessary.

5.7. Smoking

Smoking is prohibited on Company premises and in all Company vehicles. Smoking is only permitted during authorized rest and meal breaks and only in designated areas. No smoking is allowed within ten (10) feet of exterior entranceways.

5.8. Visitors and Telephone Calls

Disruptions during working time can lead to errors, delays, and poor-quality customer service. Use of personal cell phones, mobile phones, smartphones, or personal digital assistants is prohibited during working hours and should only be made or received after working time, or during lunch or rest break time. If you have an emergency situation, please contact your supervisor. Ring tones on personal cell phones should be silenced or set to vibrate during working time.

Due to the nature of our business, visitors are not allowed in production or restricted areas. All visitors who are not visiting for business purposes will be restricted to an appropriate area of the building. For safety and security reasons, general guests or business visitors must have authorization to enter Company work areas, other than the main dining area. See your immediate supervisor for authorization. Should you receive authorization, the visitor(s), should be escorted at all times. Notify a supervisor immediately if you become aware of any unauthorized visitors.

5.9. Solicitation and Distribution

To avoid distractions, solicitation by an employee of another employee is prohibited in work areas and while either employee is on working time. "Working time" is the time an employee is engaged or should be engaged in performing his/her work tasks for the Company. This includes political information, religious information, or items for sale. Solicitation of any kind by non-employees on Company premises is prohibited at all times.

5.10. Confidential Company Information

During the course of your work with the Company, you may become aware of confidential information about the Company's business, including but not limited to information regarding Company finances, pricing, personnel information, client lists, contractual agreements, recipes, intellectual property and marketing/sales strategies, products and new product development, software and computer programs, suppliers, customers, and potential customers, and knowledge, skills and abilities of personnel. You also may become aware of similar confidential information belonging to the Company's clients. It is extremely important that all such information remains confidential, and particularly not be disclosed to our competitors.

Any employee who improperly copies removes (whether physically or electronically), uses, or discloses confidential information (including information on company projects) to anyone outside of the Company during or after employment with Pannie-George's Kitchen may be subject to disciplinary action up to and including termination. Criminal charges and prosecution are also possible.

5.11. Conflict of Interest and Business Ethics

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

It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include, but are not limited to, holding an interest in or accepting free or discounted goods from any organization that does or is seeking to do, business with the Company, by any employee who is in a position to directly or indirectly influence either the Company's decision to do business or the terms upon which business would be done with such organization. Other potential conflicts of interest may include:

1. Holding any interest in an organization that competes with the Company.
2. Being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with the Company or which competes with the Company.
3. Profiting personally, e.g., through commissions, loans, expense reimbursements, or other payments, from any organization seeking to do business with the Company.
4. A conflict of interest would also exist when a member of an 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 (defined as less than \$50).

It is your responsibility to report to the HR Representative any actual or potential conflict that may exist between you (and your immediate family) and the Company.

5.12. Use of Facilities, Equipment, and Property, Including Intellectual Property

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

Please notify your 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 the deterioration of equipment and possible injury to employees or others. Your supervisor can answer any questions about an employee's responsibility for the maintenance and care of equipment used on the job.

Employees also are prohibited from any unauthorized use of the Company's intellectual property, such as audio and video tapes, print materials and software, postage systems, shipping accounts, and accounts with various vendors and suppliers. Improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in discipline, up to and including discharge.

Without exception, food and beverage are strictly prohibited within immediate proximity of any computers, servers, related hardware, application storage areas, or production equipment. In all other areas, employees should be mindful of potential business visitors within the work area. Meals should be eaten in the specified lunch areas.

Any employee entrusted with facility keys shall make certain the facility is secure when that employee is the last to leave. See your immediate supervisor if you will be left with this responsibility. These responsibilities include but are not limited to, turning off appropriate lights, ensuring all equipment is turned off as instructed, closing, and locking all doors and windows, and ensuring the location is fully secure.

Further, the Company is generally not responsible for any damage, theft, or loss of employees' personal belongings brought onto Company premises, vehicles, or parking areas. Any personal items brought on premises deemed inappropriate by the Company will be removed without notice. As always, be considerate of the Company's image as well as your image with customers and co-workers. If you have a concern for your personal property and need to secure any belongings, please notify your supervisor and/or HR Representative.

Report any potential security risks to your immediate supervisor.

5.13. Health and Safety

The health and safety of employees and others on Company property are of critical concern to the Company. The Company intends to comply with all health and safety laws applicable to our business and in accordance with the Occupational Safety and Health Act of 1970. To this end, we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions.

Accidents are the result of unsafe conditions, behavior, or actions. Most accidents can be prevented with a conscious effort to obey all health, safety, and environment rules as well as notices and posted safety posters. Employees can reduce the probability of accidents by using common sense.

Some simple ways to reduce accidents include:

- Observe all posted safety rules
- Always wear safety equipment as recommended.
- Be aware of all activity around you.
- Walk – never run in the facility.
- Never carry heavy or large items without proper assistance.
- Never use or handle chemicals without proper training.
- Never operate machinery or equipment without proper training.
- On stairs, use handrails and watch your step.
- Keep your work area clean, organized, and safe from hazards.

It is your responsibility to learn the location of all safety and emergency equipment, as well as the appropriate safety contact phone numbers. A copy of the Emergency Procedures will be kept in each work area on top of the supervisor's desk.

All safety equipment will be provided by Pannie-George's Kitchen, and employees will be responsible for the reasonable upkeep of this equipment. Any problems with or defects in, equipment should be reported immediately to management.

As an employee, you have a duty to comply with the safety rules of Pannie-George's Kitchen, assist in maintaining a hazard-free environment, report any accidents, injuries, or illnesses - including any breaches of safety-and to report any unsafe equipment, and working conditions, process or procedures, at once to a supervisor, regardless of the severity of the injury or accident.

Employees may report safety violations or injuries anonymously to the Safety Committee if they are not the injured or violating party. **NO EMPLOYEE WILL BE PUNISHED OR REPRIMANDED FOR REPORTING SAFETY VIOLATIONS OR HAZARDS.** However, any deliberate or ongoing safety violation, or creation of hazard, by an employee will be dealt with through disciplinary action by Pannie-George's Kitchen, up to and including termination.

The Company may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected.

5.14. 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 or has access to information about another relative. Pannie-George's Kitchen does allow family members and relatives of employees to be considered for employment, provided they are qualified for the position and no other conflict of interest exists. Hiring decisions will be the exclusive responsibility of the HR Representative and/or Executive Management. The Company may refuse to hire or place a relative in a position where the potential for favoritism or conflict, or access to confidential information exists.

In cases where personal relationships create conflict or the potential for conflict arises, even if there is no supervisor relationship involved, the company may discuss possibly separating the parties by reassignment or terminating employment if reconciliation is not possible.

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

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

5.15. Employee Dress and Personal Appearance

You are expected to report to work well-groomed, clean, and dressed according to the requirements of your position. The management, front and back of the house employees, and those employees who meet our public are expected to dress in accepted attire. Appropriate attire should always be worn in keeping with the commonly recognized standards as outlined in the Good Manufacturing Practice program outlined in the Standard Operating Procedures (SOP) manual.

If you report to work dressed or groomed inappropriately, you may be prevented from working until you return to work well-groomed and wearing the proper attire. Such time for non-exempt employees will be unpaid.

Acceptable Attire for purposes of this policy, means clothing that allows employees to feel comfortable at work, yet is appropriate for the restaurant environment. This includes, but not limited to plain white or black shirts, black or khaki pants or jeans, comfortable shoes that are closed toed. Clothing must be neat and clean. Employees will be required to have any hair covered by a hat or hairnet; this includes a beard net for anyone with facial hair.

Unacceptable Attire clothing includes clothing that is torn and/or has holes, skorts, printed t-shirts, sweatpants, sweatshirts, or workout attire; cutoffs and beach clothes; halter or tank tops; dresses, skirts, or shorts; sheer clothing or clothing that otherwise is revealing, low cut, distracting, or provocative. If you have any questions about acceptable attire, please see a supervisor.

5.16. Publicity/Statements to the Media

All media inquiries regarding the Company and its operation must be referred to the Director of Marketing. Only Upper Management is authorized to make or approve public statements pertaining to the Company or its operations. No employees, unless specifically designated by Upper Management, are authorized to make such statements. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of the Company must first obtain approval from Upper Management.

5.17. Operation of Vehicles/Cellular Phones

Use of Company vehicles for personal purposes is prohibited. If you have been assigned a Company car, it should be used strictly for Company business and for travel to and from Company business locations and activities. All employees authorized to drive Company-owned or leased vehicles, rental cars, or personal vehicles for conducting Company business must possess a current, valid driver's license, and personal insurance compliant with any applicable minimum limits required by state law.

Any change in license or insurance status or driving record must be reported to management immediately. A valid driver's license must be in your possession while operating a vehicle on Company business. 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. The Company is not responsible for payment of any fines related to traffic violations, or for insurance deductibles or damages related to automobile accidents.

Employees operating a Company vehicle or using a personal vehicle for Company business are required to exercise a reasonable standard of care for others on the road and observe all applicable laws of the roadway. Employees with cellular phones must refrain from using such phones while driving unless using a hands-free device. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. 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 cellular phone while driving, employees who are charged with traffic violations resulting from the use of their phones while driving will be solely responsible for all liabilities that result from such actions.

Employees found to be using Company vehicles for personal use may be subject to appropriate disciplinary actions, up to and including termination.

5.18. Business Expense Reimbursement

Employees may be reimbursed for reasonable pre-approved expenses incurred in the course of business. These expenses must be approved by your supervisor prior to expenditure and may include air travel, hotels, motels, meals, cab fare, rental vehicles, or gas and car mileage for personal vehicles. To receive reimbursement, you must furnish the accounting department, by the end of the month in which the expenses occurred, with two (2) items:

- Receipts for all expenses (other than per diem or mileage) AND
- A properly completed expense form (available from your supervisor)

**Pannie-George's Kitchen will extend a 30-day grace period for submission of expenses should extenuating circumstances arise.*

Employees are expected to exercise restraint and good judgment when incurring expenses. You should contact your supervisor in advance if you have any questions about whether an expense will be reimbursed. Pannie-George's Kitchen will make every effort to reimburse you in a timely fashion.

5.19. References

No employee, other than the HR Representative, is permitted to provide a reference or other information about current or former employees. The Company will provide only general information in response to such requests, including date of employment and positions held. Please refer all requests for references or information on current or former employees to the HR Representative.

5.20. Termination of Employment

Employment with Pannie-George's Kitchen is voluntary and subject to termination by the employee or Pannie-George's Kitchen at will, with or without cause, and with or without notice, at any time. Nothing in this policy shall be interpreted to conflict with or to eliminate or modify in any way the employment-at-will status of Pannie-George's Kitchen employees.

Employees are requested to provide a minimum of two weeks' notice of their intention to resign their employment. The employee should provide a written resignation notification to the employee's manager. The Company reserves the right to determine what portion, if any, of a resignation notice period an employee will be required to work. Payment is made for only that portion which is worked.

The HR Representative will coordinate the return of all Company property including, but not limited to, keys, security cards, laptop computers, etc. must be returned before leaving the premises on their final day of employment. Employees also must return all of the Company's confidential and proprietary information upon separation. To the extent permitted by law, employees will be required to repay the Company (through payroll deduction, if lawful) for any lost or damaged Company property. Upon receipt of all Company owned property, the employee will receive their final paycheck on the next regular payroll cycle. Employees who resign may be requested to participate in an exit interview with the HR Representative on or near their last day of employment.

If an employee is terminated for a severe violation of a policy, they may be escorted from the premises immediately. Vacation and Sick Time are forfeited at the time of termination and any unused balance will not be paid out.

Pannie-George's Kitchen does not offer severance benefits for employees terminating employment for any reason. As noted previously, all employees are employed at will and nothing in this handbook changes that status.

The Company reserves the right to cancel or deny any time off requests that occur during the employee's notice period. You will not be permitted to take a vacation for the purpose of exhausting your vacation at the time of separation.

Eligibility for Rehire

Employees who leave Pannie-George's Kitchen in good standing with proper notice may be considered for rehire. Former employees must follow the normal application and hiring processes and must meet all minimum qualifications and requirements of the position, including any required qualifying exam. Rehired employees will not retain previous tenure when calculating seniority, leave accruals or any other benefits, unless required by law.

Employees who are involuntarily terminated by Pannie-George's Kitchen for cause, as determined by the Company in its sole discretion, or who resign in lieu of termination are ineligible for rehire. In addition, employees who resign without providing adequate notice or who abandon their job will not be considered for rehire. Any exceptions to this will be reviewed on a case-by-case basis and must be approved by the supervisor and the HR Representative. Exceptions may require substantiation and/or verification satisfactory to the Company.



EMPLOYEE HANDBOOK ACKNOWLEDGMENT AND RECEIPT

I hereby acknowledge receipt of the employee handbook of Pannie-George's Kitchen (at times referred to "the Company"). I understand and agree that it is my responsibility to read and comply with the policies in the handbook.

I understand the handbook and all other written and oral materials provided to me are intended for informational purposes only. The handbook, company practices, and other communications do not create an employment contract or term. I understand the policies and benefits, both in the handbook and those communicated to me in any other fashion, are subject to interpretation, review, removal, and change by management at any time without notice. I also understand that no policy will be interpreted or applied to me in a manner that is inconsistent with applicable law.

I further understand I am an at-will employee and that neither this document nor any other communication shall bind the Company to employ me now or hereafter and that my employment may be terminated by me or the Company without reason at any time. I understand no representative of Pannie-George's Kitchen has any authority to enter into any agreement for employment for any specified period or to assure any other personnel action or to assure any benefits or terms or conditions of employment or make any agreement contrary to the foregoing.

I also understand and agree that this agreement may not be modified orally and that only those in Upper Management may make a commitment for employment. I also understand that if such an agreement is made, it must be in writing and signed by Upper Management.

Employee's Name in Print

Signature of Employee

Date Signed by Employee

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE