



# **2026 MULTI-STATE FIELD STAFF**

## **EMPLOYEE HANDBOOK**

**Effective January 2026**

Welcome to The Party Staff, Inc.!

We are excited to have you as a part of the team. You were hired because we believe you can contribute to the success of our company and share our commitment to achieving our goals as stated in our mission statement.

The Party Staff, Inc. is committed to hiring exceptional people and providing extraordinary service. As a member of the team, we hope you will discover the pursuit of excellence is a rewarding aspect of the work you do here.

This employee handbook contains the key policies, goals, benefits, and expectations of The Party Staff, Inc., and other information you will need.

It is your responsibility and obligation to understand this Handbook and thoroughly review all of its policies. If you cannot understand English, it is your obligation to have it translated. Certain policies within this Handbook may be translated into languages other than English for the convenience of our employees. Any differences or ambiguity between any policy in the Handbook and any translated version will be governed by the English version.

**This Handbook contains an arbitration agreement that waives your and the Company's right to a trial by jury and right to bring a class, collective, or representative action in litigation or to participate, including as a non-party class member, in a class, collective, or representative action. The arbitration agreement can be found at pages 63-66 of this Handbook.**

For questions about this Handbook, please contact the Human Resource Department

Email: [hrdept@partystaff.com](mailto:hrdept@partystaff.com) Phone: (323) 410-7420

¡Bienvenido a The Party Staff, Inc.!

Estamos emocionados de tenerlo como parte de nuestro equipo. Lo contratamos porque creemos que puede contribuir al éxito de nuestra empresa y compartir nuestro compromiso de lograr nuestras metas como está establecido en nuestra declaración de misión.

The Party Staff, Inc. se compromete a contratar personas excepcionales y brindar un servicio extraordinario. Como miembro del equipo, esperamos que descubra que la búsqueda de la excelencia es un aspecto gratificante del trabajo que hará aquí.

Este manual del empleado contiene las políticas, metas, beneficios y expectativas clave de The Party Staff, Inc., y otra información que necesitará.

Es su responsabilidad y obligación comprender este Manual y revisar cuidadosamente todas sus políticas. Si usted no puede entender Inglés, es su responsabilidad traducirlo hacer que sea traducido. Ciertas políticas dentro de este Manual posiblemente sean traducidas a otros idiomas para la conveniencia de nuestros empleados. Cualquier diferencia o ambigüedad entre las políticas que se incluyen en el Manual y alguna versión traducida en cualquier otro idioma, se regirán por la versión en inglés.

**Este Manual contiene una política de arbitraje que renuncia el derecho de usted y de el empleador a un juicio por jurado y a el derecho de traer una acción de clase, colectiva, o representativa en litigo o de participar, incluyendo como miembro no nombrado de la clase, en una acción de clase, colectiva, o representativa. Puede encontrar la política de arbitraje en las páginas 67-71 de este Manual.**

For questions about this Handbook, please contact the Human Resource Department

Email: [hrdept@partystaff.com](mailto:hrdept@partystaff.com) Phone: **(323) 410-7420**

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### Company Website

[www.partystaff.com](http://www.partystaff.com)

#### California

##### Los Angeles

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Hollywood, CA 90028

**Staff Line:** (323) 933-7521  
**Emergency Line:** (323) 933-8840

##### San Diego

2515 Camino Del Rio S., Suite #235  
San Diego, CA 92108

**Staff Line:** (619) 563-0515  
**Emergency Line:** (619) 838-2919

##### Costa Mesa

151 Kalmus Dr., Suite #C220  
Costa Mesa, CA 92626

**Staff Line:** (714) 241-1901  
**Emergency Line:** (714) 334-0805

#### California Centrally Operated

##### San Jose

**Staff Line:** (408) 364-8888  
**Emergency Line:**

#### Arizona

##### Phoenix

3627 E. Indian School Road,  
Suite #206-A  
Phoenix, AZ 85018

**Staff Line:** (602) 296-2595  
**Emergency Line:** (602) 531-6945

#### Arizona Centrally Operated

##### Tucson

**Staff Line:** (520) 314-4830  
**Emergency Line:** (520) 262-3484

##### San Antonio, TX

**Staff Line:** (602) 296-2595  
**Emergency Line:** (602) 531-6945

##### San Francisco

**Staff Line:** (415) 273-7000  
**Emergency Line:**

### Introduction

Welcome to The Party Staff, Inc.! In any organization, it is necessary to have written policies, procedures and general rules of behavior to serve as guidelines for all. It is also important to know what The Party Staff, Inc. (also referred to throughout as “The Party Staff” or “the Company”) does for you. This Handbook explains what you may expect from the Company, as well as what will be expected of you. This Handbook replaces any and all earlier personnel handbooks, policies, procedures, benefit statements, rules, regulations, commitments, and Company practices, whether written, oral or established by practice. Individual written employment contracts may supersede some of the provisions of this Handbook. This Handbook applies to all Company field employees.

No employee handbook can anticipate every circumstance or question about employment policies and procedures. Accordingly, except for the at-will policy and the arbitration policy described in this Handbook and such other policies as may be required by law, the Company reserves the right to change or rescind any provision of this Handbook, or the policies, practices, benefits and procedures on which they are based, from time to time, without advance notice, as it deems necessary or appropriate in its discretion, including not following such policies if appropriate under the circumstances. (NOTE: The Company, however, may only make changes to this Handbook’s Arbitration Agreement to make the Arbitration Agreement enforceable under any federal, state, or local law or other applicable case law effective after this Handbook’s dissemination to its workforce. Any such changes can be made only by way of official updates to this Handbook and/or by a writing signed by the President and/or Vice-President.) The Handbook is revised on a periodic basis and may be amended by memorandum, e-mail, or similar type communication, issued by the Company. We urge you to check with your supervisor, General/Office Manager, Human Resources Department, or the Company’s President or Vice-President to obtain current information regarding the status of any particular policy, procedure, or practice. Furthermore, this Handbook is not a substitute for the terms of any medical or other benefit plan. If there is at any time a conflict between this Handbook and the terms of such a benefit plan (which you should read carefully), the terms of the benefit plan and not this Handbook will control. By accepting employment or continued employment with the Company, you are bound by the Arbitration Agreement regardless of whether you sign it or acknowledge receipt of it or this Handbook.

The employee benefit descriptions in this Handbook may be modified or superseded to comply with specific legal requirements in certain locations. This is a multi-state handbook. Please note that some policies found within the Handbook are written to comply with federal law guidelines. In the case where state laws differ from federal laws, the more favorable law for employees will take precedence. For state specific policies, please refer to the appropriate policy supplement at the end of the Handbook.

Other than the aforementioned documents, this Handbook supersedes all prior oral and/or written policies, procedures, rules, regulations, commitments and practices by the Company to the extent any other policies are inconsistent with those contained in the Handbook. Accordingly, please discard any and all copies of previously issued policies. **All representations by any employee of the Company that conflict in any respect with any matter set forth in this Handbook are invalid unless specifically acknowledged in writing by the Company’s President or Vice-President.**

**THIS HANDBOOK IS NOT INTENDED TO AND DOES NOT CONSTITUTE A CONTRACT FOR EMPLOYMENT OF A SPECIFIC LENGTH. YOUR EMPLOYMENT WITH THE COMPANY REMAINS “AT-WILL.”**

Please read this Handbook, sign the Employee Acknowledgment and Agreement Form that is located at the end of the Handbook, and return this form to your General/Office Manager as soon as possible.

### A Brief History of The Party Staff, Inc.

The Party Staff, Inc. was founded in August of 1989 to provide professional food service staff in the Los Angeles market. We have since become a virtual human resources department for any food service staffing need. As you

can see, we have grown quite a bit and look forward to your participation in the ongoing success of our company. Growth is important to us, but only if we can continue to provide equal, if not better quality staff and services.

Due to our quality of service, The Party Staff provides food service staff for some of the most prestigious events and locations in our serviced markets. Our reputation has been built by consistently delivering a level of professionalism our clients have come to expect. Our goal is to find the most professional staff available and match their skill levels to meet and exceed our clients' needs. We are in business to relieve our clients of the hassles associated with maintaining their own staff. One simple phone call to The Party Staff delivers the amount of staff our clients' need, when they need them.

Our competitive advantage is in our people and customer service. Through strong company values we have created a culture that attracts people who enjoy and excel at their work. Our values come from meeting the needs of all people involved in our organization—our clients, staff, office crew, owners, vendors, and anyone else who has a stake in our Company's success. Our services are priced to be competitive, to pay our field staff an attractive hourly wage, and to provide enough profits to cover office overhead expenses, salaries, and reinvestment in the Company's growth and future. We believe by giving our stakeholders what they desire we will in turn succeed.

We are a company that aspires to constant and never ending improvement based on our client, staff, and personal needs. We believe this attitude creates an exciting, challenging, interesting, and fun environment in which to work. We are at a point where we are planning to expand our services regionally, nationally, and possibly internationally. Because of our proven success in California, Arizona, and Texas, we feel the time is right to introduce our unique service to other major cities nationwide. We look forward to the challenges, innovation, and opportunities that growth will bring us.

## **Our Mission Statement**

To develop a team of experienced industry professionals by finding and attracting top talent, providing ongoing training and a flexible work environment. Through a culture of respect and recognition, we strive to deliver the highest level of client satisfaction.

## **Our Vision Statement**

To become the nationally recognized leader in hospitality staffing services by consistently providing innovative workforce solutions through integrity, experience, and a commitment to excellence.

## **What You Can Expect From The Party Staff, Inc.**

The Company's policy is to:

- ❖ Select, assign, promote, compensate, and reward people on the basis of job related skills, training, abilities, positive attitude, and character without discrimination based on race, color, sex, religion, national origin, ancestry, age (over 40), sexual orientation, pregnancy, marital status, genetic condition, disability, or any other characteristic or condition protected by law.
- ❖ Promote and maintain a work environment that is free of unlawful harassment.
- ❖ Pay employees according to their experience, effort, and contribution.
- ❖ Provide employees with benefits consistent with industry standards and sound business practices.
- ❖ Strive for constant and never-ending improvement.
- ❖ Develop competent individuals who understand and meet our objectives, and who accept with open minds the ideas, suggestions, and constructive criticism of fellow employees.
- ❖ Assure employees have access to management to discuss problems or concerns.
- ❖ Promptly and fairly respond to complaints that arise in the course of our business, to the extent practicable.
- ❖ Respect individual rights and treat all employees with courtesy and consideration.
- ❖ Maintain mutual respect in our working relationship.
- ❖ Provide opportunities for advancement on the basis of job-related skills, abilities, and merit.

- ❖ Encourage employees to set goals and to suggest improvements in the manner in which we deliver our services.

Do all these things in a spirit of friendliness and cooperation so that the Company will continue to be known as a great place to work!

## **What Can The Party Staff, Inc. Expect From You**

The Company expects:

- ❖ Your first responsibility is to know your own duties and how to perform them promptly, correctly, and pleasantly. Secondly, you are expected to cooperate with management and your fellow employees while maintaining a good team attitude. Your success will be partially attributed to how you interact with fellow employees and those whom the Company serves, as how you accept direction can affect the success of your department. In turn, the performance of one department can impact the entire service offered by the Company.
- ❖ Whatever your position, you have an important assignment: perform every task to the very best of your ability. The result will be better performance for the Company overall, and personal satisfaction for you.
- ❖ You are encouraged to grasp opportunities for personal development that are offered to you. This Handbook offers insight on how you can positively perform to the best of your ability to meet and exceed the Company's expectations.
- ❖ We believe in direct access to management. We are dedicated to making the Company a place where you can approach your manager, or any member of management, to constructively discuss any problem or question. We expect you to voice your opinions and contribute your suggestions to improve the quality of the Company. (Please take a look at the section describing the submission of suggestions.) We're all human, so please communicate with each other and with management.
- ❖ Remember, you help create the healthful, pleasant, and safe working conditions that the Company intends for you. Your dignity and that of fellow employees, as well as that of our clients, is important.

***The Company needs your help in making each working day enjoyable and rewarding.***

## **At-Will Employment**

Due to the nature of the Company's business, its customers/clients and other needs, the employment relationship is, and is intended to be, at-will. Unless otherwise stated in an individual employment agreement signed by the Company's President or Vice-President, this At-Will Employment policy contains the entire agreement between you and the Company as to the duration of your employment and the circumstances under which your employment may be terminated. Nothing contained in this Handbook or any other materials generated by the Company or its employees, or any statement made by any employee of the Company, shall require the Company to have "just" or "good cause" to terminate the employment relationship or to change the terms and conditions of your employment. Notwithstanding any disciplinary procedures or Company rules or regulations, either you or the Company may terminate the employment relationship at any time, for any reason, with or without cause or prior notice. Further, the Company can demote, transfer, suspend or otherwise discipline an employee in its sole and absolute discretion. Nothing in this Handbook, or any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued or indefinite employment or employment for a specific period, in a specific position, or at a specific rate of pay.

Even if another provision in this Employee Handbook or any other document seems to provide for continued employment or an exception to this at-will rule, this provision for at-will employment shall control. Indeed, if necessary, to ensure that at-will employment governs the employment relationship without exception, this provision will be considered to invalidate any such contrary term, provision, or agreement. As such, there will be no agreement, express or implied, between you and the Company regarding any specific period of employment, for continuing or long-term employment, or for employment under certain conditions. Nothing in this policy affects the Company and your obligations under the Arbitration Agreement.

## **Starting The Employment Relationship**

### **Employment Applications**

The Company relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented and gathered during the employment process. Any misrepresentation, falsification, or material omission may result in the Company's exclusion of the applicant from further consideration for employment or, if already hired, termination of employment.

### **Reference Checks**

To ensure that individuals joining the Company are well qualified and have the potential to be productive and successful, the Company may check the employment references of all applicants. Every offer of employment is contingent upon the appropriate completion of a reference check.

No references will be given concerning any present or past employee of the Company unless the Company has received a written request for such a reference. Only the General/Office Manager, authorized Human Resources representative, or the President or Vice-President may respond to a request for a reference. Such response will only confirm the dates of employment and position held and will be in writing. If an employee has given written authorization, the Company will also provide information on the amount of salary or wages earned by the employee.

### **Consumer and Criminal Background Check Reports**

The Company may require your consent to obtain a consumer report on you prior to an offer of employment is made, in connection with your application for a new position in the Company, or as an investigation into possible wrongful conduct by you. A consumer report may contain information regarding your character, general reputation, criminal background, personal characteristics, or mode of living. The Company will use this information for employment purposes only as permitted by law. The Company may also obtain a consumer credit report for management positions, or where the job sought has regular access to personal information, where the employee is a signatory on a bank account, or where the employee has access to trade secret information or handles more than \$10,000 in cash.

Given the nature of our industry, additional background checks are required that include inquiries regarding social security verification, criminal records, national sex offender registry, education verification, employment verification, consumer reports, etc. Consistent with individual state laws, these background checks may be sought prior to time of hire and contingent upon an offer of employment and/or at any time during your employment with the Company if you are hired or if you are a current employee, for employment purposes including, but not limited to, reassignment, promotion, retention, and rehiring. A number of the Company's clients require that you agree to a further background check prior to placement at their event/place of employment. **Your consent to a background check at the commencement of your employment shall constitute the requisite consent for a later background check for clients to whom you are subsequently assigned unless you specifically withdraw your authorization, and to the extent consistent with state law.** All background checks will be performed in accordance with state or federal law.

You have a continuing obligation to self-report all criminal convictions that occur after hire. There are limited exceptions based upon in which state you are employed. Please see state specific sections below.

Refusal to authorize the obtaining of a consumer report and/or background check by the Company may be the basis for denial of employment or other adverse employment action. The contents of the consumer report/background check, if relevant to an applicant's desired position, may also be the basis for denial of employment, denial of a particular job position, or other adverse employment action. Consistent with applicable law, you will be advised in accordance with applicable law if the Company elects to take adverse employment action against you based in whole or in part on a consumer report/background check.

Once hired, employees have an ongoing obligation to report all arrests and criminal convictions to the Company any arrest for which they are currently out on bail or on their own recognizance pending trial, as well as any post-hire criminal convictions. However, no employee is required to report an arrest or conviction that occurred while the employee was subject to the jurisdiction and process of the juvenile court. No action will be taken against an employee based on the arrest alone, though the Company reserves the right to take action against an employee whose arrest impacts performance or attendance.

The Company will not ask you for proof of a driver's license unless driving is a fundamental function of your position and alternative forms of transportation would not be comparable in terms of travel time or cost to the Company. Employees may still choose to submit their driver's license to verify their identity when completing the I-9 immigration form

## **Immigration Law Compliance**

The Company is committed to full compliance with the federal immigration laws. Therefore, the Company is required to verify the identity and legal ability to work of all individuals before they can begin work. In keeping with this obligation, each applicant must produce documentation that shows his or her identity and legal authority to work. Each applicant must also attest to his or her legal authority to work and identity on an I-9 Form provided by the federal government. This verification form will be provided by the Company no later than the first business day of employment and must be completed by the Company within the first three (3) business days after an individual's first day of work.

Notwithstanding this policy, under no circumstances will the Company retaliate against your or any employee by contacting immigration authorities using E-Verify or by asking for additional or different documentation when not required.

If an employee has provided right-to-work documentation that has an expiration date, you must provide new documentation to the Company before this expiration date. All offers of hire and continued employment are conditioned on furnishing satisfactory evidence of identity and legal authority to work in the United States. However, the Company will not re-verify an employee's authority to work in the United States after hire unless required by law.

## Hours of Operation and Work Schedules

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### Office Business Hours

The Company's regular business office hours are Monday through Friday, 9:00 A.M. to 6:00 P.M. The Company's standard business hours may vary slightly at each of our locations and will be advised by your General/Office Manager. For purposes of a pay period, the Company's work week for all non-California office locations begins on Saturday 3:00 a.m. and ends at 2:59:59 a.m. the following Saturday. For California locations, the work week is Sunday at 3:00 a.m. and ends the following Sunday at 2:59 a.m. The Company's workday throughout all locations begins at 3:00:00 A.M. and ends at 2:59:59 A.M.

Various factors, such as workloads, operational efficiency and staffing needs may require variations in your starting and quitting times, and total hours worked each day or each week. The Company may assign you to jobs other than your usual duties when needed. In addition, you may be required to work overtime or hours other than those normally scheduled.

### Office Hours and Phone Numbers

- ❖ Regular office hours: Monday through Friday, 9:00 a.m. to 6:00 p.m. and Saturday 10:00 a.m. to 6:00 p.m. *(Only some of our offices are open Saturday, and some can only be reached by phone on Saturdays. Check with your General/Office Manager or Staffing Manager).*
- ❖ Your office's staff line phone number is identified on the locations page (pg. 1) of this handbook and on the website. Please only use this line during regular business hours.
- ❖ After hours and on weekends, please use our emergency cell phone when necessary. See the front page for your office's emergency number. Please use this number only when the office is closed and you have an emergency.
- ❖ If you are calling at night or on the weekend with a non-emergency message, please use the voicemail system or send an e-mail. ***You cannot cancel an assignment via email, voicemail, or by text messaging. You MUST call us and speak with an office team member!***

### Work Scheduling

#### Giving Us Your Availability Schedule

- ❖ Provide as much availability as you can because we schedule events as clients place orders, even if they are months away. If you do not have Internet access, you can call or fax your availability. **Providing your availability through our Company site or app, is preferred.**
- ❖ The more availability you provide, the better chance we have of finding work for you.
- ❖ Please notify us of any changes to your availability ASAP. This will allow us to assign you as much work as possible when you are free to work.
- ❖ Be specific about your available days and hours (i.e., "Tuesday after 5:00 PM" or "Friday before 6:00 PM" as opposed to "Tuesday night" or "Friday morning").
- ❖ In order to be considered "active" with The Party Staff, you must keep your availability calendar updated so that you can be scheduled for work. If your availability calendar is not updated, you will not be offered work. You must work a minimum of one (1) shift within a 30-day period, otherwise, we will assume you are not interested in working and constitute your voluntary resignation from the Company. You will be required to re-apply to be reactivated.
- ❖ If you do not provide availability and have not complied with the Company's requirements for obtaining an approved leave of absence, you will be taken off the active list. This will be considered a "voluntary quit."
- ❖ If you will not be available to work for five (5) days or more, you will need to notify your local Party Staff office.
- ❖ Your effective hire date is the date of the first event that you report to work, which will be after you attend orientation.

- ❖ Saturday night is usually the most important work night and when our most exciting events happen. You should generally be available at least three out of four Saturday nights every month in order to maintain “active status” with the Company. Staffers who work on Saturday nights receive priority status for weekday work. Please let us know if, for bona fide religious reasons, you need accommodations for being unavailable on Saturdays or any other religious holidays. We will make reasonable accommodations for these requests and priority status will be based on other availability criteria.
- ❖ You will be notified with as much advance notice as possible whether you will be required to work a Saturday shift, so that you can make other arrangements if we do not have staffing needs for that night.
- ❖ Due to the nature of our business, we can make no guarantee of a specific amount of weekly employment hours for our staff.
- ❖ We will always try to give you as much advance notice of upcoming events as possible and therefore encourage you to check our website and your email regularly.
- ❖ We update our records on a regular basis to keep track of tardiness, no shows, cancellations or lack of availability. These factors will affect your staff ranking and the amount of work that you will be offered.
- ❖ Exchanging work schedules with other employees is discouraged. However, if it is necessary to exchange schedules, you must notify your supervisor, who may authorize an exchange if possible. Work schedule changes will not be authorized if it interferes with normal operations or will result in excessive overtime.
- ❖ **Please do not contact clients directly and ask them about upcoming or available work. All bookings must go directly through the Company!**

## Shift Cancellation

**Cancellation of a scheduled and confirmed shift will require a 24-hour notice.** Field workers should follow their local office procedure for reporting a cancellation. Field workers who provide less than 24-hours of notice will be subject to corrective action, up to and including termination of employment. Of course, the Company understands that emergencies do occur and will consider these circumstances based on their merits.

## Obtaining Your Event Assignments

- ❖ You will be called or e-mailed when you are offered a job assignment. At this point, you must **confirm or decline** the offer of work by phone or by going to your online calendar page at [www.partystaff.com](http://www.partystaff.com).
- ❖ You may also call us to inquire about assignments if you do not have web access.
- ❖ Check your calendar on our web site daily for assignments.
- ❖ Jobs are first come, first served. You should respond by email or call back as soon as you get a message from the office in order to confirm a position.
- ❖ You may not confirm an assignment via voicemail. You may leave a message saying you would like a specific job, but you must call back and speak to an office representative to be confirmed.

## Event Information

Once you are confirmed on an assignment, it is your responsibility to arrive on time and in the proper, clean, and unwrinkled attire. Please be sure that you get all the necessary information when accepting a job. That information includes:

- ❖ Your call time (the time you must be signed in with your Lead (if applicable) and be ready to work).
- ❖ The event name (if any) and your Party Staff lead's name.
- ❖ The complete address of the event, pay (if different from your base rate), travel information, cross streets, and parking information.
- ❖ The client's name and a contact person.
- ❖ Event contact phone number. If one is not provided, please call the office.
- ❖ Any special instructions, attire requirements, or skills.

This information can be easily printed from the online staffing system!

## Online Staffing

All Party Staffers with Internet access can update their own availability calendar and confirm themselves for jobs online. Remember to always keep your online calendar up to date. If your calendar does not indicate your availability, we will not be able to offer you work. **If you do not have Internet access or a smart phone you should let a member of the office staff know and we will make alternative ways to contact you or to have you accept assignment. We do not require employees to have access to an online account in order to seek or obtain work through The Party Staff.**

Go to [www.partystaff.com](http://www.partystaff.com) and follow these instructions:

- ❖ Click the “Staff Login” button. This will open a drop-down menu where you can select the office where you work. A window will pop up and ask for your “**Username**” and “**Password**.” If you know your Username and Password, enter them and click the “Log-In” button. If you are a first-time user or have forgotten your password, click the “Forgot Log-In Information?” link.
- ❖ Once you have clicked the “Forgot Log-In Information” link, another window will pop up asking for your email address. If the email address is not recognized by the system, please call the office. We can update the email address in your staff file and provide you with correct login information.
- ❖ NOTE: Staffers are responsible for keeping their Username and Password private. For your own protection, we strongly suggest that you do not share this information with others.
- ❖ Once the correct Username and Password have been entered, you will be automatically taken to your Availability Calendar. Please note: You will be automatically timed out after 10 minutes of inactivity. ***Make sure that you always save your data entries!***
- ❖ You can change your availability by using either the drop-down menu for the “AM” or “PM” field on each day and clicking on the most appropriate option OR by using the “quick fill” option to set a consistent availability for the entire month.
- ❖ Always click the “Save” button at the bottom of the screen once your changes for that month are complete. The online Availability Calendar allows you to change your availability many months in advance, but it is absolutely necessary to always click the “Save” button before moving on to another month or logging out. ***ALWAYS remember to click the “Save” button whenever you update your calendar online.***
- ❖ If an event appears in red on your calendar for a particular day (i.e., “Jones Catering” instead of an “Avail.,” “Not Avail.” or “available before/after 12 AM/PM”), that means you have been offered a job. To find out about this job, and if it is still available, click on the job name in on the calendar. A link will take you to the job information screen. At the bottom of the window are buttons to “accept” or “decline” the job. Once you have accepted the job, the event name will turn green on your calendar.
- ❖ If you accept the job and it is still available, you will be sent an email confirming your position. If the job is already filled when you try to accept it, you will either be offered a backup position (which you can accept or decline) or told that no positions are available.
- ❖ If you do not receive a confirmation email within an hour of accepting a job, please call the office to double check that you are confirmed. Once you do receive a confirmation email, you are booked for that job. If there are no changes to the job between the time you confirm and the day of the job itself, that confirmation email will contain all the information you will need. Upon your acceptance of a job, you may cancel the shift online up to 48 hours before the shifts start date and time. If you must cancel within 48 hours of the event, **YOU MUST CALL THE OFFICE TO NOTIFY A STAFFER**. Your cancellation must be received **NO LATER THAN 24 HOURS BEFORE THE EVENT** except in cases of extreme emergency.
- ❖ Be sure to always check your calendar for job updates, including (but not limited to): new attire, call times, requests, parking information and sign-in locations.
- ❖ If changes are made to a job that you accepted online or over the phone, you will either be called or receive a “change” email. If you receive a “change” email, you must click the hyperlink in the “changes” email to access your calendar page. Click on the job in question to reveal the event information screen. Carefully read the new information and once again press the “accept” button in order to receive a new confirmation email. ***Your position will not be reconfirmed until you press the accept button.***

- ❖ If you are given a change that prevents you from working the shift, you CANNOT cancel online if it is within 48 hours of the event. You MUST call the office to cancel the position. If you do not respond, we can only assume that you are still working the job. Failure to attend will result in a no-show.
- ❖ If you decline a job online, we will always assume that you are unavailable for work that day. If you have declined for any other reason and you are still available for other work that day, please e-mail or call your Staffing Manager to briefly explain why you have declined the job. It is possible that we have another assignment that fits your schedule.
- ❖ In addition to accepting/declining jobs through your availability calendar, you may also receive emails offering you work. Please do not “reply” to emails offering you work. Instead, treat them like the “change” emails mentioned above. These emails will also have a link to your calendar page. Once again, if you do not have access to the Internet, please let us know and we will make other options available to you.
- ❖ This online process should not take more than a few minutes. If for some reason it is taking you longer than that, please advise your General/Office Manager, in writing.
- ❖ We appreciate your feedback about our system. Please email or call your Staffing Manager with any questions or comments.
- ❖ Because client satisfaction is our number one priority, we view day-of-event cancellations and no-shows as a performance and policy violation. Cancellations require a 24-hour notice, see policy above.
- ❖ If you fail to show up for an event you will be subject to corrective action, which may include, limiting your future work opportunities, suspension, or termination of your employment.
- ❖ If you are unable to work an assignment due to an emergency, you must call us immediately so we can try to replace you. It is very difficult, if not impossible, for us to replace you on a Saturday night or other known busy dates. Therefore, it is critical that you notify us in advance if you are unable to work a specific Saturday shift, or other known busy dates (including for religious reasons, for which we will make reasonable accommodation). Please do not accept a Saturday assignment if you believe that you may have a conflict which prohibits you from working the shift.
- ❖ If you miss an event and do not contact us in advance, you will be considered a no-show and we will not schedule you on future events until we hear from you.
- ❖ ***We update our records on a regular basis to keep track of no-shows, cancellations, or lack of availability.***

### **Remaining in an ACTIVE Status**

**To maintain an active status, you must update your availability either on-line or by phone AND work a minimum of one shift every 30 days. Otherwise, the Company will assume that you are no longer interested in working for the Party Staff and consider this voluntary resignation. If you plan on not being available for more than five (5) days, please contact Human Resources to discuss a leave of absence. If you are terminated, you will need to reapply to be reactivated.**

**Due to the large number of field staff the Company employs, it is impossible for us to call everyone to inquire about availability when work is available. You must call in your availability (or use our online staffing system) to be eligible to receive assignments.**

### How You Are Evaluated

Doing a great job on every event is the best way to earn positive feedback. Some of the ways we hear about your good work are:

- ❖ Reports back from your Party Staff Captain or Lead.
- ❖ Number of requests from clients who want you to work with them again.
- ❖ Feedback from Party Staff managers who periodically check in on events.
- ❖ Feedback from your Party Staff teammates.

You are responsible to check in with us to see what feedback you may have received and how you have been evaluated.

### Performance Tips

When staffing an event, we look for the staffer who best fits the specific requirements of the positions available. The following helps us to find more work for you:

- ❖ Open availability. Being available to work Saturdays is especially important.
- ❖ Positive client and/or Captain/Lead feedback.
- ❖ Your last-minute availability.
- ❖ Impeccable attire and grooming.
- ❖ Your reliability.
- ❖ Proactively asking for performance feedback.
- ❖ Ease of communication. The easier it is for us to reach you, the more work you will receive. Read your email, check your voicemail frequently, and let us know if you have a cell phone. Please return calls to our office as promptly as possible.
- ❖ Keeping your phone number(s), e-mail, and address current.

### Factors That Will Help You Receive Assignments

Want more work? Below are the ways that will help you secure the most work on the weekends and during the weekdays. Remember: client feedback is essential! Work hard, be flexible, and take pride in your appearance and your job.

- ✓ You give as much future availability as possible.
- ✓ You have a great attitude!
- ✓ Your attire is always clean and unwrinkled. You always arrive in the proper attire.
- ✓ You are always well groomed.
- ✓ You are on time for events (we don't want you to arrive early or arrive late...on time is best).
- ✓ You call well in advance if you have a schedule change or have questions regarding directions or event details.
- ✓ You have experience and skills in many areas.
- ✓ You work successfully alone as well as with others.
- ✓ You regularly are a lead of both large and small events.
- ✓ Clients request you by name.
- ✓ You have no negative feedback.
- ✓ You keep your commitments.

## **Factors That Will Result in Fewer Assignments**

The following actions and attributes may decrease the number of assignments you are offered at The Party Staff:

- ✓ You arrive late to events.
- ✓ Your attire tends to be inconsistent. You show up to an event in dirty or wrinkled attire or wear incorrect attire.
- ✓ You cancel assignments at the last minute, or no-show an event.
- ✓ You fail to give upcoming availability and/or are not available to work on Saturday nights.
- ✓ Clients have called with negative feedback regarding your work performance.
- ✓ You have limited availability.
- ✓ You display a negative attitude with co-workers, clients, or office staff.
- ✓ You do not take initiative at events or do not exhibit a strong work ethic.
- ✓ You show up to events disheveled or unprepared.
- ✓ Your skills do not meet the needs of the assignment.
- ✓ You do not accurately and fully complete all compliance prerequisites prior to your shift. The Party Staff can remove you from an event shift, confirmed or not, at the Company's discretion if all required prerequisites have not yet been completed. The Company will do its best to notify employees with at least 24 hours' notice if they are to be removed from a confirmed shift.

## **The “U” Rating**

Saturday night is our busiest night of the week. Staff who do not keep their commitments to Saturday evenings, especially during our busy seasons, are given an “unavailable” rating which lowers their priority for work. When too many staff are unavailable for Saturdays, we have to hire additional staff to cover for them, creating less work for everyone. We strive to keep our overall staff size as small as possible to maximize the work for everyone during the weekdays and on Sundays. Again, please let us know if, for religious reasons, you need accommodations for being unavailable on Saturdays or any other religious holidays. We will make reasonable accommodations for these requests, and priority status will be based on other availability criteria.

## **Refusal or “Do Not Return (DNR)” List’s**

The Company aims to provide employees with as much work as possible and opportunities to build relationships with our clients and maximize opportunities. When clients request that an employee be added to a “Refusal” or “Do Not Return” list due to poor performance, this places the Company in a negative light and constrains business relationships. This action also restricts the Company’s ability to provide work opportunities. Therefore, employees placed on a “Refusal” or “Do Not Return” list will be subject to corrective action, up to and including termination of employment.

## **Three-Strike Guideline - No Shows, Truancy, Do Not Return (“DNR”), and Policy Violation**

The Company expects that any employee who picks up a shift and is confirmed for that shift to report to work as scheduled and ready to perform satisfactorily. Field workers who have a history of no-call/no-show, truancy, poor performance that places them on a “Do Not Return” list, and general policy violations will not be tolerated. As a general guideline, the Company may terminate an employee who reaches three (3) instances of any combination of these categories of poor performance within a twelve (12) month period. Cancellations (emergent or not) without a 24-hour notice will be considered one (1) occasion of truancy under this guideline.

## **Performance Conclusion**

The Company consistently strives to send our clients the best staff available. Above are some of the criteria we use to determine your ranking and the best person to send to a job. It is your responsibility to periodically request a copy of your employee record and call to set up a review if you feel you need to discuss any issues with us. If you do your best, you will most likely get the most work, make the most money, get the best jobs, and be the most successful.

Here are some reasons why it is to your benefit to keep your availability open for The Party Staff and to remain in good standing:

- ❖ Access to private residence parties where discretionary gratuities can increase your average hourly wage.
- ❖ Work on “off days” when most other companies are not busy.
- ❖ We have the biggest variety of events, access to top clients, the best staff, and a higher volume of work for you.
- ❖ Lead, Captain, and pay increase opportunities for regular staff who are in good standing and show leadership abilities.
- ❖ Loyalty and professionalism will be rewarded. We will give priority to those staff who keep their schedule open to us, especially on Saturday nights (unless accommodation is needed for religious purposes). We will stop assigning staff who are consistently unavailable.
- ❖ One call to The Party Staff gets you work. No need to juggle your schedule with lots of calls to different catering companies. Avoid spreading yourself too thin. Plus, our new online system simplifies everything!

*We appreciate your professionalism and want to continue to be your one-stop center for event work. We understand that you have a choice. We will strive to be the company to which you will lend your talents. Thank you, fellow Party Staffers...what a great group of people!*

### **General Appearance Standards**

Your attire and grooming provide the first impression our clients receive from us. We will notify you about which attire to wear to each event. Employees will be expected to provide the standard black and white industry attire or casual attire. Because our attire is standard in the catering business, most of our employees have their own attire, which they choose to use for convenience. If you borrow attire, you are expected to return the item in good condition at the conclusion of each assignment. You will also be required to sign a payroll deduction authorization permitting the Company to deduct the reasonable depreciated cost of the borrowed attire from your wages if it is not promptly returned. If you arrive at an event in unsuitable attire, you may be sent home without pay. Should you choose to wear your own attire, it must follow the guidelines below.

### **Grooming**

The Party Staff's clientele is primarily conservative, and we base our grooming standards on the requirements of our most particular clients, knowing that if we can please them, we can please everyone. Please adhere to the following guidelines at every event:

- ❖ No strong cologne or perfume is allowed. (It affects the taste and smell of food and wine.)
- ❖ Limited jewelry please. Symbolic bands only. No dangling earrings or hoops, no bracelets or necklaces. Employees may not wear any facial piercings such as nose rings, lip rings, eyebrow rings, etc. No emblems, pins, any electronic devices, or visible cell phones may be worn on your attire.
- ❖ Tattoos and other body art should not be visible and should be covered by appropriate clothing at all times.
- ❖ Nail polish should be of neutral color and fingernails no longer than 1/2 inch long.
- ❖ Makeup should be kept to a minimum and only neutral color used.
- ❖ Hair longer than the collar or bangs longer than the eyebrows must be slicked back and tucked under to give a clean-cut appearance. Long hair should be pulled back off the face and shoulders, preferably in a bun. No loose hair should be sticking out. Hair should be at neutral colors at all times.
- ❖ All employees must be clean-shaven. A well-trimmed mustache, goatee, or sideburns are usually acceptable, but as most of our clientele prefer a conservative appearance, having facial hair will limit your opportunities for work. You must contact the Staffing Manager if you have grown facial hair.
- ❖ Kitchen staff must wear hair up in a chef's hat or plain baseball cap.
- ❖ Be rested. Have a good meal before working and be ready to give 100% at each event.

If employees require a reasonable accommodation regarding their dress for health and/or religious reasons, they should contact their General/Office Manager to discuss an exception to the personal appearance guidelines. Unless it would constitute an undue hardship or safety hazard, the Company will accommodate such requests.

### **The Party Staff Attire**

#### **Standard Industry Black & White Attire**

- ✓ Unwrinkled black pants that break at the top of your shoes (no large pockets, faded cotton, wide legs, flairs, suspenders, tattered wool, high waters, no tights or yoga pants.).
- ✓ An unwrinkled, plain white long-sleeved dress shirt (no stains) without breast pockets and a long plain black or colored tie (when we schedule you we will let you know which tie). Your shirt must have a "cleaned and unwrinkled" look.
- ✓ A plain white crew neck T-shirt (no tank tops or T-shirts with Logos) under your dress shirt (men and women).
- ✓ Plain black, non-slip, shine-able, closed toe shoes and black socks.

#### **Standard Industry All Black Attire**

- ✓ Unwrinkled black pants that break at the top of your shoes (no large pockets, faded cotton, wide legs, flairs, suspenders, tattered wool, high waters, tights or yoga pants).

- ✓ An unwrinkled, non-faded, plain dark black long-sleeved dress shirt (no stains) with a long plain black tie. Your shirt must have a “cleaned and unwrinkled” look.
- ✓ A plain black crew neck T-shirt (no tank tops or T-shirts with Logos) under your dress shirt (men and women).
- ✓ Plain black, shine-able, non-slip, closed toe shoes and black socks.

### **Casual Attire**

- ✓ Unwrinkled khaki-style pants (NO Cargo style pants with Cargo side pockets, tights, or yoga pants), any color.
- ✓ A cleaned and unwrinkled white short-sleeve Polo-style shirt with no logos.
- ✓ A plain white crew neck T-shirt (no tank tops or T-shirts with Logos) under your polo shirt (men and women).
- ✓ Unless notified otherwise, nice and clean black shoes with no logos.

### **Set-Up Attire**

Only wear this attire for set-up if instructed to do so when scheduled:

- ✓ Nice blue or other dark jeans only with no tears.
- ✓ A plain T-shirt with no logos.
- ✓ Nice and clean white tennis shoes without any large logos.

### **Kitchen Attire**

- ✓ A clean white chef coat.
- ✓ Black or black and white checkered pants.
- ✓ Nice, clean, non-slip work shoes.
- ✓ A clean white waist apron.
- ✓ A chef's hat or plain baseball cap.

### **Scullery/Steward Attire**

Only wear this attire for set-up if instructed to do so when scheduled:

- ✓ Clean jeans and a t-shirt.
- ✓ Clean khaki-style pants and polo shirt.
- ✓ Clean black pants with a white polo or black pants and dark t-shirt.

### **Server Supplies**

These items should be brought to every event as part of your attire, without exception. Please bring the server supplies that were assigned to you at your orientation, unless you have your own and wish to bring yours:

- ✓ Wine opener with a foil knife, pen, and lighter.
- ✓ Just in case no food is available at the event, it is a good idea to bring a bottle of water and a snack.
- ✓ Please do not bring a purse or other personal items, as you will not be able to keep an eye on them throughout the event. If you elect to bring your own supplies to the event for your convenience, the Company is not responsible for any of your lost or stolen personal property. Remember that there may not be a place to store items at the event so be mindful of everything that you bring.

### **Bartender Supplies**

These items will be made available from the office or at the event, unless again, you have your own and prefer to bring them (you may purchase these items at a discounted rate from The Party Staff if so you choose). If you are

assigned to work as a bartender you must have the following items in your bar kit (please notify a manager if any of the items are missing from the kit):

- ✓ 10 speed pourers
- ✓ Measured shot pourer
- ✓ Ice scoop
- ✓ Bar towel
- ✓ Pint glass
- ✓ Twisted-handle, long bar spoon
- ✓ Shaker and strainer
- ✓ Cutting board and paring knife
- ✓ Wine and bottle opener with a foil knife

### **Chef & Kitchen Staff Tools**

These items will also be made available from the office or at the event, or you may bring your own if you so choose:

- ✓ 1 paring knife.
- ✓ 1 boning knife.
- ✓ 1 Peeler
- ✓ Tongs
- ✓ Thermometer
- ✓ Cut resistant glove
- ✓ Sharpening steel
- ✓ 1 towel.

### Employee Status

You will be advised of your employee status at the time of hire, promotion, or transfer. The Company may reassess your classification at any point depending on your duties and responsibilities. If for any reason you feel you have been misclassified, you should notify your General/Office Manager or Human Resources as soon as possible. Since all employees are hired for an unspecified duration, assignment to any of these classifications does not guarantee employment for any specific length of time. Regardless of classification, employment is at the mutual consent of you and the Company. Accordingly, either you or the Company can terminate the employment relationship at will, at any time, with or without cause or notice.

### Temporary Field Employees

Field employees are hired to work on a temporary basis, or for the completion of a specific task or project and are therefore deemed to be temporary employees. A temporary employee will not automatically change to another status merely by working in excess of the time expected or designated; a change in status, if any, will be recorded in writing. The same is true even if a field staffer performs limited work in the office; you will not be deemed an office employee unless and until a change of status is recorded in writing. **Regardless of hours worked, temporary employees are only eligible for statutorily mandated benefits.**

### Non-Exempt Employees

All field employees are also considered non-exempt and are therefore subject to the provisions of federal and state law requiring the payment of overtime and compliance with other statutory requirements.

### Pay Days

Field staff are paid weekly.

Checks are available for pick up 10:00 a.m. – 4:00 p.m. in the Company’s offices every Friday. If you cannot pick up your check, as a courtesy we will mail out your check. Expect to receive your check by mail usually within two (2) to three (3) business days. The Company is not responsible for delays in the mail service. Please make certain to update your mailing address so as to not delay receipt of your paycheck.

If the check gets lost in the mail, we will need to put a stop payment first before we can reissue a new check, which could take up to 48 hours.

### Payroll Deductions

State and federal laws require the Company to make the proper deductions on your behalf. Amounts withheld vary according to your earnings, your marital status, and the number of your exemptions. Required deductions include: (1) Social Security (FICA); (2) Medicare; (3) federal income tax; (4) state income tax; (5) state disability insurance (SDI); and (6) paid family leave insurance (PFL), where applicable.

Voluntary deductions for the employee portion of health insurance premiums, credit union contributions, and other deductions, as applicable, made for your benefit must be authorized by you in writing.

### Payroll Corrections

The Company takes all reasonable steps to ensure that you receive the correct amount of pay in each paycheck and that you are paid promptly on the scheduled payday. In the unlikely event that there is an error in the amount of your paycheck, you should promptly bring the discrepancy to the attention of either your General/Office Manager, the Human Resources Department, or the Accounting Department, in writing, so that a correction can be made as soon as possible.

The Company maintains procedures to ensure timely correction of payroll errors. Employees may report any concerns regarding unpaid wages or payroll inaccuracies to Human Resources or management without fear of retaliation.

## **Garnishment of Wages**

Employees are responsible for their own debts. Garnishments cause considerable paperwork and expense for the Company. Although we understand that a wage garnishment can happen to anyone, the Company strongly encourages you to work out a financial problem before this situation occurs.

Because of the time and money involved in processing garnishments, there will be deduction to the maximum amount permitted under state law taken from an employee's wages for each payment made by the Company on behalf of the employee pursuant to a wage garnishment order.

### Your Pay

The Company strives to pay you the most competitive rates possible, while also complying with all required state and federal wage and hour laws. When you compare your hourly rate of pay at The Party Staff with the pay provided by some of our competitors it is important that you compare “apples to apples.” When you receive your paycheck from The Party Staff you are paying into all of the government programs that may one day benefit you, including workers’ compensation, unemployment insurance, state disability, social security, Medicare, etc. We also ensure that you are properly paid overtime, receive breaks as required by law, and receive reporting time and travel pay, where appropriate. We also offer paid orientation at the start of your employment and paid training courses that will help you develop your skills throughout the length of your employment. Not all of our competitors can say the same.

### Day of Rest

The general rule for most full-time employees is that you are entitled to a day off of work if you have worked the prior six consecutive days in the workweek. But we understand that employees will sometimes make the choice to pick up extra shifts or work extra time for various reasons, and we want you to know that this choice is up to you. The Company neither encourages nor discourages working on this seventh day. We will, of course, pay overtime according to state law if you are a non-exempt employee. If you are a management employee you are encouraged not to do any work on your day(s) off and you should address all work-related issues, including emails, the following business day.

### Overtime

Due to operational demands and workloads, the Company may require an employee to work beyond his or her normal shift. The Company will attempt to distribute overtime evenly and to accommodate individual schedules; however, when overtime is required, refusal to work overtime may result in discipline up to and including termination. Although an employee will be given advance notice where feasible, this is not always possible. A non-exempt employee must have prior approval from his or her event manager before any overtime can be worked. Non-approved overtime will be paid, but it may result in discipline, up to and including termination.

The Company enforces the federal established minimum wage or higher state-established wages, as applicable. Hours worked by non-exempt employees in excess of 40 hours during the weekly payroll period are considered overtime and are compensated at the rate of one and one-half (1½ times) the employee’s hourly rate, consistent with applicable law. All employees are expected to ensure that this policy is enforced. Where state and local wage and hour laws require different overtime calculations, the Company will calculate overtime in accordance with applicable laws. (*See state-specific policies, below.*)

The Company requires that all overtime be approved in advance by the employee’s supervisor. Employees working overtime without prior approval will be paid for such time in accordance with applicable law but may be subject to discipline for failure to comply with this policy. Consistent with applicable law, only time actually worked is considered for overtime calculation purposes. Hours paid but not worked, such as sick or vacation leave (if eligible), will not be counted as hours worked for the purposes of computing overtime eligibility. Employees should notify the General/Office Manager or the Human Resources Department in writing if there is an issue.

### Gratuities and Tip Reporting Policy

- ❖ Additional gratuities beyond the regular service pool can sometimes occur on certain events. Where advance notice is feasible, you will be alerted in advance as to the tip policies for the event so that you can determine whether you choose to accept the assignment. Receiving tips at an event is not a guarantee.
- ❖ Some clients do not permit staff to utilize a tip jar or to accept tips. Bartenders and servers are not allowed to put out tip jars or solicit tips in any way unless instructed to do so by the client.

- ❖ If a client permits staff to utilize a tip jar, it is also within the client's sole discretion to require staff to pool tips in any lawful manner they chose. To the extent that tips are permitted, tips will only be pooled among employees who provide service to the client/guest and under no circumstances will tips be distributed to The Party Staff and will not be returned to the client.
- A gratuity is typically the result of taking the initiative to do the little extras the client does not expect, as well as going the extra mile. Gratuities should be worked for, but never expected or solicited.
- ❖ If a tip or gratuity is added to a payment, it will generally be divided among the staff and distributed on your next paycheck. In most cases, tips and gratuities will not be distributed on the day of the event.
- ❖ The Party Staff is not responsible for any tips or gratuities that have not been reported to the Company by the client. Tips collected by employees during their shifts is to be worked out between employees and/or the client at their own discretion.
- ❖ Gratuities paid through our payroll are taxable per federal and state laws. NOTE: The law requires that employees report ALL of the tips they receive for income tax purposes. The Company encourages all employees to keep accurate written records of tips. Failure to keep accurate records of and reporting all tips may result in additional taxes, penalties or interest by the Internal Revenue Service and other state, local, or federal agencies. Should you have any questions about reporting your tips or keeping accurate records of tips received, please contact your tax advisor. Please note that the above comments are based upon the Company's experiences and understanding. Such comments are not intended as tax advice, nor should employees rely upon such comments as tax advice.

## Understanding Your Paycheck Stub and W-2

When you receive your paycheck, you will notice that your payroll stub is formatted in a special way. All field staff are paid a base wage, which is usually the applicable minimum wage. For this example, we will use \$10.00; this may be different in your area.

The balance of your gross wage can be found in the service pool (SVSPOOL). As many of you may know, when a restaurant or caterer assesses a service charge or auto-gratuity, that money actually is considered wages when all or part of it is paid out to the employees. Similarly, at The Party Staff, in our hourly billing rate to the client we include this service charge, but then we divide it amongst the staff and pay it to you as part of your wages. Every employee who works an event shares in this service pool that we assess for that event. Your portion of that service pool is also part of your wages, and that, too, will be part of the wages shown on your paycheck and paystub. By adding on the service charge to your base wages we are able to keep your rate of pay competitive and above minimum wage.

Often our clients or their guests leave tips for the team on top of the service charge we include (as noted above, this is within the client's sole discretion whether to permit a tip jar or something similar). That money is a discretionary tip, like a tip you might receive in a restaurant. Any tips we receive are passed on directly to you as tips, not as part of your wages, and you will see these tips on an additional line labeled: Tips.

For example, if you earn \$13.00 per hour and you work one hour (which would not happen):

RATE Hours This Period

REGULAR \$10.00	1 hour	SUBTOTAL: \$10.00
SVSPOOL \$3.00	1 hour	SUBTOTAL: \$3.00
		TOTAL: Gross Hourly Pay \$13.00

If you work overtime at an event you will be paid an overtime rate inclusive of the service charge. Using the above example, if you worked overtime at an event you would earn \$19.50 for every overtime hour worked.

We compensate for travel time (where applicable), data entry time, and training time at the then-current applicable minimum wage, not inclusive of service charge.

If there is an increase in the state or federal minimum wage and your rate of pay is already above minimum wage, this does not mean that your rate of pay will go up commensurately. We strive to keep your pay competitive and will raise your rates when it is possible.

Regarding employee W-2 wage summary, your total wages, tips, and other compensation (box 1) consists of Social Security wages (box 3) plus Social Security tips, aka service pool and tips earned (box 7).

We hope that helps explain your paycheck and W-2, but we are always here if you have any questions.

NOTE: Employees are paid a base wage plus service charge in all locations except for the State of Washington. Washington employees simply receive a gross hourly pay without an allocation between a base wage and a service charge.

## **Backup Policy**

Our reputation is based on 100% of our staff showing up on time and in proper attire.

To ensure this happens, we attempt to schedule a certain percentage of the crew as backup staff. Assigning backup staff covers for any no-shows, staff arriving late, staff in wrong attire, or extra staff needed by the client due to last minute guest increases. If you are scheduled as a backup, there is a very good chance you will work as long as you arrive on time to the event and are in the proper attire.

After all other work possibilities have been exhausted, as a last resort you may be sent home, but you will receive reporting time pay for arriving on time (the amount of which will be determined by state law).

Even if you are not scheduled as a backup **and arrive late, in the wrong attire, or in attire that is deemed substandard by the Captain/Lead or client**, the assigned backup may replace you. If no position can be found for you, you will be sent home without pay.

Please call the office immediately if you are sent home to see if a reassignment is available at that time. Do not use the emergency number to check for work unless instructed to do so.

## **Timekeeping Requirements**

Event time sheets are used as a means of accurately recording hours worked and calculating pay. They record regular hours worked, meal periods, overtime, breaks, etc. Accordingly, non-exempt employees must record the time they begin, and end work each day, as well as the beginning and end of each meal period. When filling out your time sheets, you should accurately report the time that you started working to the minute. You should not round your time up or round your time down. It is your responsibility to ensure that your timesheets are submitted timely and accurately. Timecards submitted with incorrect information, whether intentional or not, will be considered a performance issue and may be subject to disciplinary action, including termination of your employment.

Field staff are not permitted to start work prior to their scheduled start time. If you arrive early, you are not permitted to begin working unless specifically directed to do so by the client. If directed to work, you must be sure to document all time worked on your time sheets so that you are properly paid for this time. Working unauthorized overtime and/or working off the clock is a violation of Company policy, and you will be subject to discipline.

Employees must also record their time whenever they leave the premises/event site for any reason other than Company business.

It is important that the time sheet not be lost, falsified or mutilated. If there is a mistake on the time sheet, an employee should inform his or her Party Staff event Captain/Lead and then make and initial the necessary corrections. The supervisor should also initial any corrections. If the Captain/Lead is not able to resolve the

discrepancy, you should bring any issues to the attention of the General/Office Manager or the Human Resources Department. Otherwise, it will be presumed that you have reported or logged in your hours correctly.

It is strictly forbidden to sign in or sign out another employee's hours. Disciplinary action will be taken against anyone who violates this rule. If an employee's time sheet is missing, the employee should report this fact immediately and obtain assistance to locate the time sheet or receive another.

## **Accuracy of Time**

It is the Company's goal to ensure that all employees are properly paid for all of their work. Therefore, it is your responsibility to examine your paycheck and paycheck stub every pay period to ensure that you are being properly paid for all work time and that the paycheck and pay stub are accurate. If you believe that you are not being properly paid for all of your hours, or that your hours are being edited or shaved in any way to make them incorrect, you must immediately inform the General/Office Manager or Human Resources Department, in writing.

Additionally, no supervisor or manager can make or allow an employee to work "off the clock." If your supervisor or manager asks you to work off the clock, you must immediately bring this issue to the General/Office Manager or Human Resources Department, in writing. No employees are permitted to work off the clock at any time. For the purposes of this policy, off the clock work is where an employee works for the Company but does not accurately record his/her time.

Supervisors or managers are only authorized to change an employee's time record to accurately reflect the employee's actual work hours. If you believe that a supervisor or manager has modified your time record to inaccurately reflect an employee's work hours, you must immediately inform the General/Office Manager or Human Resources Department of the alleged inaccuracy, in writing.

It will be presumed that the Company is accurately compensating you unless you bring a complaint pursuant to this policy in a timely manner.

## **FLSA Safe Harbor Policy/Deductions in Pay**

The Company complies with all federal, state and local laws regarding the payment of exempt employees. The Company prohibits deductions from exempt employees' pay except under the circumstances set forth in the federal Fair Labor Standards Act ("FLSA") and state law. If an employee believes that improper deductions have been made or are being made from his or her pay, this issue should be reported immediately to the Human Resources Department, in writing. All reported or suspected improper deductions from an exempt employee's pay will be promptly and thoroughly investigated. If the Company determines that improper deductions were made from an exempt employee's pay, the Company will promptly reimburse the employee the amounts improperly deducted. The Company will take all reasonable measures to ensure that deductions from employees' pay are made only in accordance with FLSA and state law.

## **Reporting Hours Worked**

Be sure to always sign in and out with your Party Staff Captain/Lead and initial your hours on the time sheet. You should accurately record your hours down to the minute and should neither round up nor round down.

If you are the Captain/Lead of an event, working by yourself, or staying later than your lead, you must call in, report your hours in the staff portal, or email the accounting department your hours within 24 hours of the event end time.

Event hours include the time you sign in with your Captain/Lead and begin to perform work on behalf of the Company/client, until the time you stop working and sign out. The beginning and ending times of non-working meal periods (30 minutes) should also be noted on your time sheet. You should also record any departure from work for any non-work-related reason. Paid hours do not include normal commuting travel time from home to work, unless quoted a rate when booked, or non-working meal periods.

Altering, falsifying, tampering with time records, failure to report hours, or recording time on another employee's time record is prohibited and will result in disciplinary action up to and including termination of employment.

## **Working Remotely**

You are not permitted to work remotely unless the Company expressly authorizes you to do so.

Remember that no employee is to work beyond his or her scheduled work hours unless it is absolutely necessary and authorized by management. Most work-related emails can wait until the next workday. Working extra hours without previous authorization or when unnecessary will be compensated, but subject to discipline.

If the Company authorizes you to work remotely, we will supply you with necessary supplies and reimburse you for business-related, whenever reasonably necessary to carry out your job duties.

If you are authorized to work remotely, the Company expects you to be able to fulfill your normal work duties, absent extenuating circumstances. The Company also expects you to abide by all other policies outlined in this Handbook. For example, non-exempt employees are expected to accurately and promptly record all time worked and should not work any overtime hours while working remotely unless expressly authorized beforehand by the Company. Non-exempt employees working remotely must still abide by the meal and rest break policies set forth in this Handbook.

While working remotely, and whether using your own equipment or company-issued equipment, you are reminded that you must adhere to the Company's Confidentiality and Non-Disclosure policy. You must also, to the extent possible, use secure networks to conduct Company business. The Company may provide additional information regarding security and connection protocols to follow.

The Company may unilaterally revoke its agreement to allow you to work remotely if the Company deems it necessary.

## **Travel Pay and Expense Reimbursement**

You are in control of the assignments that you choose. You are under no obligation to take a far away or out of town assignment. We will always do our best to keep you working as close to where you live as possible.

Time spent commuting to and from your job at the beginning or end of your workday is ordinarily not compensated. This is especially true because when you sign up for different events you unilaterally get to select where you go and when, and our typical work area may extend beyond your county of residence. Accordingly, the Company will generally not reimburse you for travel pay or expenses incurred in commuting to and from any work event. The Company will try to negotiate a travel rate and mileage reimbursement with the client whenever possible.

There are a few exceptions to this rule. If, after you have arrived at an assignment and are required, for whatever reason, to leave the assignment to run an errand or to go to another nearby work assignment, the time spent commuting between the assignments will be compensated for at your base minimum wage rate and mileage incurred will be reimbursed at the current IRS approved rate. Similarly, if the Company requires that you are to be bussed by the Company to an out of town event, the time spent traveling after you arrive at the specified meeting point (i.e., where the bus picks you up) is considered time worked and will be paid at your base minimum wage rate only. If bussing is optional, such that you are permitted take your own car, you generally will not be compensated for the travel time unless otherwise under the circumstances state law requires it. You will be notified in advance as to whether travel time will be compensated. Finally, if you are required to go to the Company's office prior to going to an event, such as to pick up something to bring to the event, time spent commuting after you arrive at the office and until you arrive at the event will be compensated for at your base minimum wage rate and mileage incurred will be reimbursed at the current IRS approved rate.

If asked to purchase supplies on behalf of the client please advise a Captain/Lead. If for any reason you purchase any items on behalf of a client (which would be atypical), you will be reimbursed on your next paycheck, as long as you provide the receipt.

### Health Insurance Portability and Accountability Act (HIPAA)

The Health Insurance Portability and Accountability Act (HIPAA), a federal law, is designed to protect the privacy of an individual's medical information. The Company complies with HIPAA to the extent it is applicable. The Company is not a covered entity under HIPAA; however, it does sponsor a group health plan. Therefore, the Company follows the HIPAA standards for non-covered entities which sponsor group health plans.

You will receive a HIPAA Notice of Privacy Rights. If at any time, you have any questions about HIPAA, please contact the individual designated in the Notice of Privacy Rights.

### Requests for Medical Information

You may be asked to provide information from their – or when applicable to a request for family-related leave, their family member's – healthcare providers in the following instances:

- ❖ after any absence for illness or in cases of certain recurrent absences;
- ❖ when requesting certain leaves of absence for health reasons;
- ❖ to verify your ability to return to work from a leave granted for health reasons; and
- ❖ as appropriate under the Company's insurance plans.

Examples of information that may be provided by your or your family member's healthcare provider include:

- ❖ a note to justify absence;
- ❖ a note to request a leave;
- ❖ a note to verify your ability to return to work;
- ❖ medical records to support a claim for sick pay or disability benefits;
- ❖ insurance records; and
- ❖ workers' compensation records.

Any and all medical information must be sent to the Human Resources Department. No information is to be provided directly to an employee's immediate supervisor. Only the Human Resources Department will have the authority to determine if the medical information provided is sufficient, depending upon the specific circumstances. The Company will not inform the supervisor of an employee's or their family member's condition, unless warranted by law, and will inform the supervisor only whether an absence is excused, whether leave should be granted, or whether an employee may return to work.

Information to support insurance claims must be submitted directly to the insurance administrator by the employee.

### Requests for Payroll and Personnel Records

Upon written request, the Company will furnish a current or former employee with a copy of his or her personnel file in the time period prescribed under state law. The written request must be submitted to the Human Resources Department or the General/Office Manager. The Company will provide an employee or former employee with copies of his or her payroll records as required by law. The Company will maintain payroll records for the time period required by law, but in no event less than four (4) years.

It is not the Company's policy to permit management to discuss staff file or an individual's pay rate with other employees. That information is deemed confidential.

## **Medical Records – Maintaining Confidentiality**

Federal law and state law require that the Company maintain all employee medical information in separate, confidential files. Apart from general medical information, any information regarding your COVID-19 vaccination status or test results, or vaccination status more generally, will be kept confidential. Therefore, in addition to personnel files, the Company will also maintain a separate medical file for each employee. These files will be maintained by the Human Resources Department.

It is important that employees understand that the records are confidential but that the confidentiality may be waived if the employee provides medical information to his or her supervisor or to anyone outside of the Company. In order for employees to preserve the confidentiality of medical records, any and all information from healthcare providers should not be provided to the immediate supervisor unless the employee does not mind the information is being shared with the supervisor. If an employee does provide information to the supervisor, however, the supervisor is expected to keep it confidential.

This policy does not excuse employees from complying with appropriate supervisor requests for information pursuant to attendance procedures.

## **Personnel Records**

The Company keeps a personnel file on each employee. The personnel file contains employment-related information about the employee.

The content of your file, except for letters of reference and certain other limited kinds of information, are open for your inspection upon request and at reasonable times. You may not add or remove any documents from your personnel file without the written permission of the General/Office Manager.

Personnel files are the property of the Company and access to the information they contain is restricted. Generally, this information is only available to supervisors and management personnel who have a legitimate need for the information. Under no circumstances should any non-management employee be permitted to review the contents of another employee's personnel file, and managers and supervisors are only permitted to review the files of those employees which they supervise.

The Company will keep your personnel records confidential. However, there are certain times when information may be given to persons outside of the Company. These include:

- ❖ Responses to subpoenas, court orders, or orders of administrative agencies;
- ❖ In a lawsuit in which you and/or the Company are parties;
- ❖ To administer employee benefit plans; and
- ❖ To a health care provider.

## **Personal Data Changes**

It is your responsibility to promptly notify the Company of any changes in your personnel data. It is essential that your personal mailing address, telephone number, number and names of dependents, emergency contact, and educational information be kept accurate and current. Moreover, to ensure that the employer can notify you when necessary, you must provide the Company with an address where it can reach you (preferably not a Post Office or P.O. Box), your personal email address, and your cell phone number. If any personnel data has changed, immediately notify your Staffing Manager or General/Office Manager, in writing.

If you work remotely, you must immediately report any change in your home address. The Company's obligations to you as an employee are often dependent on where you are performing work, which for remote workers means the Company relies on your reporting of your home address to determine applicable policies. Failure to immediately disclose a change of address, especially for long-distance moves to new cities or states, may have adverse

consequences for your tax deductions, benefits, compensation and more. Since the Company relies on employees to accurately disclose their addresses to comply with local, state, and federal law, you will be subject to discipline if the Company discovers that you have failed to promptly disclose a change of address.

### General Rules of Conduct

The Company takes pride in its reputation of utmost professionalism, high standards of service, and our well-respected status in the catering and special events industry. We have adopted the following standards to support our commitment to our reputation.

Some examples of impermissible conduct which may lead to disciplinary action are identified below to promote understanding of what is considered unacceptable conduct and to encourage consistent action by the Company in the event of violations. However, it is impossible to provide an exhaustive list of types of conduct that may result in disciplinary action. The following list, therefore, contains some examples of conduct that may lead to the imposition of discipline up to and including possible termination:

- ❖ Avoid talking excessively with the guests, as spending too much time with one guest or small group hurts the service we can give the other guests.
- ❖ Keep conversation among fellow staff members to a minimum and related only to the event at hand. Guests do not want to feel as if they are interrupting a conversation to get service.
- ❖ Company employees may not solicit nor accept work from a client or contact made at any event. The Company utilizes all of its resources to acquire quality clients, which helps to keep you working more consistently. To work for the client directly is a breach of the trade secret agreement you signed when you joined the Company. If a client or guest wants to hire you for work directly, give them our business card with your name. Please call the office and let us know if any clients are attempting to hire you directly, as they may not be aware of our placement policies.
- ❖ *Any direct hiring of Party Staff employees must be done through The Party Staff Placement Services. If you are hired directly by contacts made through The Party Staff we must be notified immediately and the contact may be subject to modest placement fees. You “the employee” will not incur any fees or charges.*
- ❖ For your protection, do not bring any valuables, large purses, or backpacks into the party area. This is for your protection and will also eliminate suspicion if anything is stolen or missing from a party.
- ❖ We encourage you to leave your cell phone in your car or at home to avoid it from getting lost or stolen at the event. The Company is not responsible for any of your lost or stolen personal property.
- ❖ Please treat celebrities or dignitaries as you would any guest—professionally. They want to be treated like a regular guest so please respect their privacy.
- ❖ Unauthorized visitors are not allowed at our client’s events. Please do not invite your friends, family, or otherwise try to sneak anyone in to any event.
- ❖ Speaking negatively about the client or other workers (while in front of clients) may damage client relations. If you have a grievance, please contact your Captain/Lead directly or the office after the event. Keep a positive attitude and do your best. It may be difficult at times, but keep smiling.
- ❖ The Company cannot allow smoking (including tobacco or marijuana) or gum chewing while on a Party Staff event site, due to health and property regulations, even during breaks.
- ❖ Do not serve any type of alcoholic beverage to a guest who appears to be intoxicated. If a guest appears underage, please ask for a valid form of ID.
- ❖ Arguing, fighting or using foul language at any event is unacceptable, especially with the client or their representatives. Allow the client to save face, even if they are wrong. Go directly to your Party Staff Captain/Lead if you feel the situation is out of control.
- ❖ Be sure to let us know if you have had any problems with a client, so that if the client calls us, we will already know your side of the story.
- ❖ Use of any drugs and/or drinking any alcoholic beverages before, during or after a job is strictly prohibited and will result in termination of employment.
- ❖ Dancing, eating, or drinking with guests or other staff members at parties is forbidden.
- ❖ Arriving late to an event is unacceptable.
- ❖ Not showing up for an event when scheduled will result in discipline, up to and including termination.
- ❖ Sitting down with the guests or acting as if you are a guest is not permitted.

- ❖ Do not take any property from the event site (e.g., wine, food, flowers, favors, etc.). It is forbidden to remove ANY property from the event site even when offered by the client.
- ❖ Do not leave the job site without permission while on duty. It's appropriate to leave the premises promptly after the shift ends.
- ❖ Drinking or eating anything in front of the guests is not professional. Depending on the length of the shift, breaks will be given and food should be eaten in the designated break area.
- ❖ Refusal or failure to perform assigned work, or to follow the Captain/Lead's or client's instructions, or any act of insubordination is unacceptable.
- ❖ Do not use your cell phone, client or event phones, or answer personal texts while on company time. All phones and pagers should be turned off upon arrival.
- ❖ Carelessness, negligence or inefficient performance of assigned duties will not be tolerated.
- ❖ Excessive absenteeism or tardiness, including a pattern of absenteeism or tardiness.
- ❖ Job abandonment.
- ❖ Working overtime without the prior approval of your manager.
- ❖ Not following the Company's wage and hour policies, including policies regarding meal and rest breaks and accurately reporting time worked.
- ❖ Sleeping or malingering on the job.
- ❖ Theft, stealing, or unauthorized removal of property belonging to the Company, another employee, a customer or a visitor, regardless of the value of the item.
- ❖ Unauthorized use of Company equipment, time, materials or facilities.
- ❖ Waste of Company materials or supplies.
- ❖ Use, possession, or sale of unlawful drugs or alcohol while on Company premises, while in a Company vehicle, or while on duty, or reporting to work under the influence of alcohol or any unlawful drugs.
- ❖ Bringing or possessing firearms, weapons, or other hazardous or dangerous devices or substances onto Company property or into Company vehicles.
- ❖ Failure to observe safety regulations;
- ❖ Failure to report any unsafe conditions, damage to equipment or machinery, or job-related traffic accidents or violations to your manager.
- ❖ Carelessness or negligence while performing duties.
- ❖ Wearing extreme, unprofessional or inappropriate dress or hair styles while working.
- ❖ Failure to perform work or job assignments satisfactorily and efficiently.
- ❖ Destruction or damage to the property of the Company, another employee, a client or a visitor.
- ❖ Unlawful harassment, including sexual harassment, of other employees, customers, vendors, or visitors or failing to report it if you are a manager.
- ❖ Horseplay on Company time or property or on Company time.
- ❖ Threatening, intimidating or coercing other employees, clients or visitors.
- ❖ Fighting or provoking a fight on Company time or property.
- ❖ Insubordination, including improper conduct toward management or refusal to perform tasks assigned by management.
- ❖ Refusal to do job assigned or perform work in the manner described by the Company.
- ❖ Disrespect or courtesy to managers, coworkers or clients.
- ❖ Failure to immediately report a job-related injury, no matter how minor, to your manager.
- ❖ Making or receiving personal telephone calls, other than emergency calls, during working hours.
- ❖ Falsifying, altering, destroying or willfully omitting information from any timecard or Company record (including employment applications).
- ❖ Obtaining employment by means of false or misleading information.
- ❖ Failure to follow Company procedures for maintaining confidentiality.
- ❖ Not showing up for an assigned shift or mandatory staff meeting.
- ❖ Serving or allowing service of alcohol to a minor or intoxicated guest.
- ❖ Inability to deal with a negative confrontation with a client/guest.
- ❖ Gambling on the premises.
- ❖ Reporting to any client worksite without authorization from a Party Staff authorized representative.
- ❖ Violating any other of the policies contained in this Handbook, not previously mentioned in this list.

Violation of the Rules of Conduct listed above may result in your termination from the Company and may affect your rights to collect unemployment compensation. Our standards were developed to maximize our team's professional image, and to provide you with a means to obtain the highest amount of work. If you have any questions, suggestions, or problems, please call us at the office. We welcome your input and want to hear from you since you are a vital part of our team.

This Handbook lists types of conduct that constitute grounds for termination and will not be tolerated. This list of prohibited conduct is illustrative only. Other types of conduct injurious to security, personal safety, employee welfare and the Company's operations also may be prohibited.

Remember that you are "The Party Staff" to our clients and your positive judgments and actions are the main impression we make on our clients and guests.

Nothing in this Handbook creates or is intended to create a promise or representation of continued employment. Employment at the Company is employment at will; employment may be terminated at the will of either the Company or yourself with or without cause or notice. Only the Company's President or Vice-President can change your at-will status in writing.

## **Correcting Problematic Behavior and Performance**

The Company's intent is to coach, counsel and improve employee behavior in order to chart a course correction, whenever reasonably possible. Ideally, the process involves some combination of verbal counseling, written warnings, performance improvement plans, or even a suspension before a termination occurs. However, exceptions or deviations from the normal procedure may occur and there are times when circumstances justify an immediate termination.

An employee who is given a written warning will be asked to sign the warning. This signature is not an admission of guilt, but merely acknowledges receipt of the warning notice. You should also remember that even though the Company endeavors to coach and counsel, the employment relationship only continues based on the mutual consent of the employee and the Company. Accordingly, either an employee or the Company can always terminate the employment relationship at will, at any time, for any or no reason.

## **Alcohol and Drug Policy**

The Company has a vital interest in maintaining safe, healthy and efficient working conditions for its employees, clients, and visitors. While the Company recognizes the impact of certain state legislation legalizing the use and possession of marijuana, the Company maintains a drug-free workplace which prohibits all employees from being under the influence of any legal or illegal intoxicant while on the job.

Being under the influence or using intoxicants while on the job poses serious safety and health risks not only to the user but also to all those who work or come into contact with the user. The manufacture, possession, sale, or distribution of an intoxicant in the workplace also poses unacceptable safety and health risks. Accordingly, it is the right, obligation and intent of the Company to protect its employees, clients and visitors, and to safeguard Company property, equipment and operations by establishing and maintaining the following policy with regard to use, possession or sale of alcohol and other intoxicants in the workplace. Employees may be disciplined, up to and including termination without prior notice or warning, even for a first offense, for any of the following:

- ❖ Reporting to work or working with intoxicants in your body;
- ❖ Bringing intoxicants into the workplace;
- ❖ Using intoxicants in the workplace during working hours, including meal and rest breaks;
- ❖ Involvement in the manufacture, sale, purchase, transfer, distribution, or dispensation of intoxicants in the workplace or during working hours, including lunch and rest breaks;
- ❖ Providing false or misleading information or failing to provide information about any of the foregoing with regard to yourself or others; and

- ❖ For being on Company premises, at any time, either in possession of unlawful substances, or under the influence of intoxicants and causing a disruption or safety threat to yourself or others.

As used above, “workplace” includes any place where an employee may be working on behalf of the Company, including offsite work. “Intoxicants” as used in this policy means any drug listed in 21 U.S.C. §821 and other federal regulations, including, but not limited to, heroin, marijuana, cocaine, PCP and crack, narcotics, barbiturates, amphetamines and any other controlled substance other than those taken under the direction and prescription of a licensed healthcare provider. Intoxicants also include legal drugs not taken under the direction and prescription of a licensed healthcare provider to the extent that their ingestion may affect the safety of co-workers or members of the public, the employee’s job performance, or the safe or efficient operation of the Company facility.

### **Zero Tolerance for Alcohol**

The Party Staff has a zero tolerance for consumption of alcohol at any time. Field workers may not consume alcohol while working on any client site, or otherwise representing the Party Staff at an event, even if a client allows it. Violation of this policy will lead to immediate termination.

### **Company Testing**

Any and all employees and/ or prospective employees of the Company may be required to participate in drug and alcohol testing. The Company may conduct any or all of the following types of drug and alcohol testing:

**Reasonable Cause Testing:** The Company may require a drug and alcohol screening test of an employee who the Company has reasonable cause to suspect of using or being under the influence of a drug or alcohol while at work or on Company property or on Company business.

**Post-Accident Testing:** The Company may require a drug and alcohol-screening test of an employee who has been involved in an accident while at work or on Company property or on Company business, when the Company has a reasonable belief that the employee may have contributed to the accident, in accordance with applicable law.

**Random Testing:** Where permitted by state law, the Company may require drug-screening tests of an employee or a group of employees on a random or chance basis.

**Additional Testing as Required Per Client Contract:** The drug testing policies referenced herein constitutes the Company’s standard drug testing policy and must be adhered to as a condition of your employment with the Company. Certain of the Company’s clients require that employees placed on assignment must pass further drug screening at or near the time of their placement with that client. Unless random drug testing is specifically sanctioned by state law, the Company does not require that you submit to further post-hire drug testing (except in cases of reasonable suspicion, following an on-the-job accident, or where permitted by law due to health and safety concerns). In those rare instances where drug testing is required post-hire for a specific client placement, you have the option to refuse further drug testing. Should you refuse post-hire testing, you will not be eligible for placement with that specific client, but you will remain eligible for placement with all clients that do not have a pre-placement drug testing policy. All employees who voluntarily submit to post-hire drug testing will be provided with reasonable notice of the scheduling of the test.

### **Reporting Convictions**

An employee is required to inform the Company within five (5) days after he/she is convicted for violation of any federal or state criminal drug statute if such violation occurred on the Company’s premises or during your working time or on working time and is not subject to the jurisdiction of juvenile courts. “Conviction” means a finding of guilt (including a plea of guilty or a plea of *nolo contendre* if to a felony charge) or the imposition of a sentence by a judge or jury in any federal or state court.

## **Prescription Drugs**

With the exception of marijuana, the legal use of controlled substances, such as prescription drugs prescribed by a licensed healthcare provider, or over-the-counter medications, is allowed. However, if an employee cannot do his or her job satisfactorily because of such substances, the Company may require him or her to see a healthcare provider, at Company expense. Before taking a medication that may impair your mental or physical functioning at work, you should consult with your healthcare provider to ensure the effects of the medication do not put your or your coworkers' health and safety at risk. An employee may be terminated or obligated to take an unpaid leave of absence if the healthcare provider concludes that he or she cannot do their job safely and efficiently because of the use of prescription or over-the-counter drugs.

## **Cannabis in the Workplace**

Although some states have legalized cannabis for medicinal and recreational purposes, the Company is not required to allow the medicinal or recreational use of cannabis while working or in the workplace. Being impaired at work by the use of cannabis is strictly prohibited and may result in discipline, up to and including termination.

You may not use, possess, transfer, distribute, manufacture or sell cannabis while on our property, while on duty, or while representing the Company in any manner. You also may not report for work, begin work, or remain on duty while impaired by any legal or prescription drug, including cannabis, where the ability to perform your job is impacted or you create a danger in the workplace.

## **Searches**

The Company wishes to maintain a work environment that is free of illegal drugs, marijuana, alcohol, firearms, explosives, or other improper materials. To this end, the Company prohibits the possession, transfer, sale, or use of such materials on its premises, including in employee vehicles while parked on the Company's premises unless prohibited by local law. The Company requires the cooperation of all employees in administering this policy. Lockers, desks, and file cabinets are the Company's property and are provided for the convenience of employees and must be maintained according to the Company's rules and regulations. They must be kept clean and are to be used only for work-related purposes. To further this policy, the Company may, at any time, either with or without prior notice, make personal and property inspections without prior notice to the employee and/or in the employee's absence. To protect the property and to ensure the safety of all employees, clients, business associates, and the Company, the Company reserves the right to conduct personal searches consistent with state law, and to inspect any packages, parcels, purses, handbags, backpacks, briefcases, lunch boxes, toolboxes, vehicles or any other possessions or articles carried to and from the Company's property. Because even a routine inspection or search might result in the viewing of an employee's personal possessions, employees are encouraged not to bring any item of personal property into the workplace that they would not want revealed to the Company.

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

Employees are reminded that prior authorization must be obtained before any Company property may be removed from the premises.

To the extent this policy conflicts with any state-specific policy, the state-specific policy controls.

## **Attendance**

The Company counts on your attendance and expects regular attendance during your assigned work hours. Regular and timely attendance is an essential function of every employee's job. You are expected to be present and ready

to start work promptly at the beginning of your shift and after your meal period and breaks. **You are expected to work until the scheduled quitting time, unless notified by your Lead/Captain or supervisor if the event requires you to work longer.** Unsatisfactory attendance, reporting late or quitting early, or patterns of absenteeism or tardiness, may result in disciplinary action, up to and including termination.

If you are going to be late or absent from work for any reason, you must notify your Staffing Manager, General/Office Manager, and/or Human Resources Department as soon as possible and in no event, later than twenty-four (24) hours prior to your shift. If management is not available, contact our after-hours emergency number or keep calling back until you speak directly with someone in the office.

If your absence is due to illness, you must report your progress to your General/Office Manager until you recover. You may be required to bring a statement from your healthcare provider verifying your illness and may be required to submit a healthcare provider's release in order to return to work.

Any employee who fails to report for work without giving prior notice to the Company will be subject to termination unless a reasonable excuse is offered at the earliest possible time and accepted by the Company. If you fail to report to your assignment on time and in proper attire, you will be sent home for the day without pay.

Employees who are incarcerated or in custody and do not appear for work due to the incarceration or custody will be considered to have no called/no showed to work and the incarceration will not be considered a valid basis to have missed work.

## **Permission to Leave During Working Hours**

If it becomes necessary for you to leave the premises during regular working hours, you must advise your Lead/Captain or, where appropriate, the General/Office Manager or Staffing Manager. If your absence is for personal business or business that is not part of your job, you must sign out and your Lead/Captain must approve your time sheet.

## **Safe Driving Policy**

You are required to use a hands-free device when using a cell phone while driving on Company time. To the extent that you are driving a motor vehicle in connection with performing your job responsibilities, you must exercise all caution necessary to avoid injury to yourself, to others and to property. You must obey all traffic and other driving regulations, including regulations regarding the use of hand-held cell phone devices and personal digital assistants (PDAs), and must minimize the opportunity to be distracted while driving. To the extent that it is necessary to make or receive cell phone calls when driving, you should always be using a hands-free device, which will be provided to you by the Company if your job regularly involves driving on Company time. Operating PDAs, text messaging, or engaging in other similar conduct while operating a vehicle on company business is strictly prohibited.

Any employee operating a Company vehicle must immediately report any accident(s), fine(s) and/or violations incurred and provide any and all paperwork associated with the incident(s) to your General/Office Manager. Any change in license status or driving record must also be reported immediately.

## **Telephone Policy**

Field employees may not make personal calls or engage in text messaging during their work shift except in the case of an emergency. You should use your cell phone to make necessary personal calls during your break and meal periods. You should check with your Lead/Captain or supervisor before making any phone calls or taking a break. Personal cell phones must be turned off and put away before your shift.

Friends and relatives should be discouraged from calling during working hours unless there is an emergency. Messages will be delivered to employees who receive urgent personal telephone calls.

Under no circumstances should you make or charge an international call to the Company unless it is work-related and approved by the Company.

Employees should not accept or make cell phone calls or electronic/text (including social media platforms) messages while on duty.

## **Group Chats and Messaging**

The Company recognizes that employees may use informal group chats for casual, social conversation. While such chats can foster collaboration and camaraderie, they are considered informal communication channels and are not official company forums.

Participation in group chats is voluntary. You should exercise discretion and professionalism, understanding that the Company does not monitor or control third-party or personal group chats.

Messages exchanged on Company sponsored platforms, such as Slack, Teams, or even email, should be work related only. Such communications should comply with Company policies, including those regarding harassment, discrimination, and confidentiality.

## **Use of Artificial Intelligence and Automated Decision Systems (AI/ADS)**

The Company may use Artificial Intelligence (“AI”) or Automated Decision Systems (“ADS”) in its business operations, including recruiting, scheduling, and performance management. All use of such technologies will comply with applicable laws, including those which govern transparency and safety in advanced AI systems.

Employees may use AI tools only for legitimate business purposes that support their assigned duties and must first obtain approval from management before doing so. Any use of AI must comply with Company policies on confidentiality, data protection, and professional conduct. You are strictly prohibited from entering or uploading confidential, personal, or proprietary Company or client information into public or unsecured AI systems, including but not limited to ChatGPT and Google Gemini. You must review all work product created with the assistance of AI for accuracy, compliance, and appropriateness before it is used or distributed.

## **Social Media/Blogging**

Employees are prohibited from engaging in personal posting on social media or “blogging” during working time or while using Company equipment. Employees “blogging” (including but not limited to use of Facebook, Twitter, Yelp, Instagram, Vine, Snapchat, LinkedIn, and Tik Tok) while not on working time and while not using Company equipment are reminded that they must adhere to the Company’s confidentiality policy and that they must avoid the disclosure of trade secrets or other information regarding the Company or any of its owners, managers, clients or employees which would constitute trade libel or defamation. Unless you are authorized to post or blog on behalf of the Company as part of your job duties, you should not hold out any opinion on social media as being that of the Company’s. Assume that if you publish something online, the Company, a client, or your co-workers will see it.

Employees should also utilize appropriate disclaimers when posting, e.g., “the views expressed are my own as an individual and are not those of my employer.”

Consistent with our confidentiality policies, employees should not post any Confidential Information on social media without the Company’s express prior written consent in each instance.

Notwithstanding the above, employees should realize that nothing in this Handbook or in this policy is intended to prevent or interfere with employees engaging in Section 7 rights under the National Labor Relations Act, including from freely discussing their own wages, hours, or working conditions with co-workers, including in the context of social media.

## **High Profile or Celebrity Guests/Clients**

Due to the nature of our business, it is possible that you will encounter celebrities and other high-profile individuals at our clients' events. We expect that all of our employees respect the anonymity of our clients' guests. This includes refraining from drawing any unwanted attention to such individuals, including, but not limited to, asking for autographs, taking pictures of or with these clients, or posting messages or references to such clients on any social media website (e.g., Twitter, Facebook, SnapChat, Instagram, LinkedIn, or Tik Tok), or discussing them publicly or with the media.

The Company takes this policy very seriously. Any employee who violates this policy will be subject to discipline, up to and including termination.

## **Protesters and Picketers**

Should the facility be subject to a protest or picketing for any reason, you should not attempt to personally eject the protesters or picketers. Rather, you must immediately contact the office manager or the Staffing Manager in the event that the office manager is not available. They will advise you on what to do and how to respond to the protesters or picketers.

Of course, if you fear for your safety due to protesters or picketers, you should immediately attempt to retreat to a safe location and contact law enforcement by dialing 911.

### **Non-Fraternization**

The Company desires to avoid misunderstandings, complaints of favoritism, possible claims of sexual harassment, and the employee morale and dissension problems that can result from certain personal relationships between employees.

Accordingly, employees are prohibited from fraternizing or becoming romantically involved with each other when their personal relationships create an actual conflict of interest, cause disruption, create a negative or unprofessional work environment, present problems regarding supervision, work performance, attitude, safety, security or morale, or cause other work-related problems. If an employee is in doubt about whether their situation could cause a conflict, they should seek out the advice of Human Resources.

All employees are strictly prohibited from becoming romantically involved with persons who report to them. If you become concerned about such a situation occurring, you should bring the circumstances to the attention of your General/Office Manager and/or Human Resources Department immediately.

All employees should remember that the Company maintains a strict policy against unlawful harassment of any kind, including sexual harassment.

This policy is not intended to prevent employees from engaging in discussions regarding their wages, hours, or working conditions with any other employee or engaging in protected, concerted activity. Employees will not be disciplined or retaliated against for such discussions.

### **No Solicitation Policy**

To avoid interruption of your work and protect you from unnecessary annoyance, employees are not permitted to solicit other employees on working time for any purpose. Solicitation includes, but is not limited to, advertising or selling goods or services, advocating for a specific person or issue being voted on in an upcoming election, and seeking participation in events like fundraisers. Distribution of literature during working time is not permitted. Distribution of literature in working areas is prohibited at all times.

Working time does not include meal or rest breaks, or other periods during the workday when employees have been relieved from duty. Working time includes the working time of both the employee doing the soliciting or distributing and the employee to whom the solicitation or distribution is directed. Working areas are all portions of the premises where work is performed, but do not include areas like break rooms or parking lots. Nothing contained herein will prohibit you from engaging in protected concerted activity or discussing the terms and conditions of your employment with your co-workers.

Persons who are not employed by the Company may not solicit or distribute literature on Company property at any time for any purpose.

### **Bulletin Board and Legal Posters**

The Company maintains a bulletin board within the office for the posting of legally required posters and notices, as well as information of general interest to employees. Employees are responsible for regularly reviewing the material on the bulletin board. Employees may not post personal notices on the bulletin board, nor should they remove any notice posted by the Company.

### **Political Activity**

The Company understands that many of our employees are passionate about various political and social causes. While we encourage civic engagement, it is inappropriate for Company work time and resources to be used to advocate for any particular political position. Activities that are purely political therefore may not be conducted on Company premises, using Company resources, or directed to Company customers during working time. You should

not identify yourself as a representative of the Company in any political activity, nor in any letter to any news source. Please refer also to the Company's No Solicitation Policy; Prohibited Forms of Discrimination, Harassment, and Retaliation Policy; Company Property and Equipment Policy; Cell Phone Policy; Electronic Communications Policy; and Social Media/Blogging Policy, which apply in conjunction with this Political Activity Policy.

The Company will not take or threaten to take adverse action against you should you refuse to attend a meeting or participate in, receive, or listen to its opinion on "religious" or "political" matters, which includes union organizing. If the Company holds an information session respecting union organizing, you are not required to attend.

Nothing contained herein is designed to prevent you from discussing politics with your co-workers on non-work time or participating in political activities (e.g., marches, letter writing campaigns, etc.) after work time. Similarly, nothing contained herein will prohibit you from discussing the terms and conditions of your employment with your co-workers. This policy will be applied equally regardless of any specific political affiliation or position held by an employee.

## **Open-Door Policy**

The Company is constantly striving to improve its policies, the services that it provides to its clients, and its relations with employees. You are encouraged to bring suggestions for improvements in any of these areas to the attention of management.

The Company is committed to maintaining a positive and pleasant environment in which to work and believes in an open-door policy. You should see the Human Resources Department, your supervisor, General/Office Manager, or Staffing Manager with questions or problems relating to your job.

While these procedures cannot result in every problem being resolved to your satisfaction, the Company values your input, and you should feel free to raise issues of concern. The Company will listen to your concerns with respect and do its best to resolve your concerns.

Employees are reminded that the Company maintains an employee hotline that allows employees to voice complaints, concerns or suggestions anonymously. The hotline can be reached at 866-368-1900. Further details on the employee hotline are posted on the bulletin board in your office location.

## **Discussion of Working Conditions**

Depending on your role with the Company, you may be covered by the National Labor Relations Act ("NLRA"), which protects employees' rights to engage in concerted activity and discuss their working conditions. The Company respects employees' rights and will not interfere with your exercise of rights provided by the NLRA, including Section 7 of the Act. Nothing in this Employee Handbook restricts your rights under the NLRA and you are free to discuss the terms and conditions of your employment with your coworkers and others in furtherance of your rights under the NLRA.

If anyone, including a supervisor or manager, instructs you not to discuss the terms or conditions of your employment, interferes with your ability to do so, or retaliates against you for doing so, please inform the Human Resources Department immediately. The Company will investigate and take appropriate action to protect your rights under the NLRA.

Please note that the terms and conditions of your employment are distinct from the confidential, proprietary, and/or trade secret information of the Company discussed in other sections of this Employee Handbook. While you can discuss the terms of your employment as set forth above, you must still abide by the Company's Confidentiality and Non-Disclosure Policy with respect to the Company's Confidential Information.

## **Suggestions**

Ask any of our employees who have worked with us for a long time and they will probably tell you of the many changes and improvements that have come about in their departments since they first joined us. We believe the person doing a job is in the best position to think of ways of doing it more easily, more efficiently, and more effectively. If you think of a better way of doing your job or the job of a fellow employee, discuss it with your General/Office Manager, who will welcome your suggestions and ideas.

Remember, there may be areas in the Company's operation that can be improved. These could be improving service, equipment, communications, safety, cost reduction, losses, and/or waste, or other improvements. Please give us the benefit of your unique experience and thoughts. Make sure to document your innovations and money-saving efforts and have them placed in your personnel file (include dates, detailed descriptions of your contributions, estimates from the accounting department regarding cost savings or profits generated, etc.) as these may favorably affect your wage, salary or promotion reviews.

## **Client Relations**

The success of the Company depends upon the quality of the relationships between the Company, our employees, our clients, and the general public. Our clients' impression of The Party Staff, Inc. and their interest and willingness to retain our services is greatly formed by the people who serve them. In a sense, regardless of your position, you are the Company's ambassador. The more goodwill you promote, the more our clients will respect and appreciate you, the Company, and our services.

Here are several things you can do to help give clients a good impression of The Party Staff:

- ❖ Act competently and deal with clients in a courteous and respectful manner.
- ❖ Communicate pleasantly and respectfully with other employees at all times.
- ❖ Follow up on requests and questions promptly, provide businesslike replies to inquiries and requests, and perform all duties in an orderly manner.
- ❖ Take great pride in your work and enjoy doing your very best.

These are the building blocks for your and the Company's continued success. Thank you for adding your support.

The Company has a vital interest in maintaining safe, healthful and efficient working conditions for its employees, clients and visitors. Accordingly, it is the right, obligation and intent of the Company to protect its employees, clients and visitors, and to safeguard Company property, equipment and operations by establishing and maintaining the following policies.

### **Physical Security**

The Company is committed to providing a workplace that is free from acts of violence or threats of violence. In keeping with this commitment, the Company has established a policy that provides “zero tolerance” for actual or threatened violence against employees, clients, visitors, or any other person who has contact with employees in the course of their duties. Security and safety in the workplace is every employee’s responsibility. It is therefore essential that every employee understand the importance of workplace safety and security.

In order to promote compliance with this policy and maximize our efforts to provide a safe and secure workplace that is free from violence, the Company, as part of its written Injury and Illness Prevention Plan, has established security measures and practices. It will also provide programs to train and retrain employees as appropriate. This will assist employees and the Company to make the workplace more secure, and to remedy any problems and workplace security hazards that are identified before they lead to injuries.

The welfare of our employees and the security of Company facilities require that every individual be aware of potential security risks. Immediately notify your supervisor if you see any person acting in a suspicious manner, in or around Company premises.

The Company will treat every verbal or physical threat of violence seriously. Any such threat should be immediately reported to your supervisor. Where a violation of this policy is found to exist, the Company will take appropriate corrective action.

In situations where an employee becomes aware of an imminent act of violence, a threat of imminent violence, or actual violence, emergency assistance must be immediately sought. In such situations, the employee should immediately contact their supervisor and, if necessary and appropriate, law enforcement authorities by dialing 911. Full cooperation by all employees is necessary for the Company to accomplish its goal of maximizing the security and safety of its employees. Employees should direct any questions they have regarding their rights and obligations under this policy to a General/Office Manager.

### **Right to Search Employees**

In the event of a theft or unauthorized taking of property by an employee, or suspected theft or, unauthorized taking by an employee, or possession of a firearm or other potentially dangerous item or contraband (including drugs or alcohol), we want to minimize the possibility of discipline based upon suspicion or subjective judgment. Therefore, the Company reserves the right to conduct searches of employees, their personal belongings, and any Company furnishings or equipment utilized by employees whenever we deem it necessary. An employee’s consent to such searches is a condition of employment, and refusal may result in disciplinary action up to and including termination of employment, even for a first offense.

### **Right to Observe Employees**

In our ongoing effort to achieve the highest level of business efficiency and customer service, the Company reserves the right to observe employees throughout the Company’s premises, either by way of direct observation or through the use of electronic devices. The Company may install video cameras to monitor reception areas, work areas and/or other generally open areas others may see employees. Cameras may also be placed in offices without employees’ knowledge and without employees’ permission. Company-provided cell phones may also have tracking devices installed, such as the “Find My iPhone” function, to allow us to locate the phone in the event of loss or to locate employees during working hours. The Company also reserves the right to access all data and information

stored on Company-provided cell phones. Therefore, employees should have no expectation of privacy in the workplace, with the exception of restrooms and changing areas.

## **Fleet Safety Policy**

The Company may ask you to maintain and/or utilize a personal vehicle for use on Company-time. You must not drive a personal vehicle(s) on Company business, unless doing so is part of your job responsibilities or you have received prior authorization from your supervisor to do so. Company time does not include time spent commuting to and from the office or to a work event.

The Company maintains insurance coverage for employees who are expected to drive a personal vehicle as part of their job duties. If your job duties require you to drive a personal vehicle for business needs, you must be insurable by the Company's insurance company at a rate no higher than any other employee and must maintain a driver's license in good standing. If your position involves any driving and you are unable to obtain or maintain a valid driver's license, obtain or maintain insurance coverage for your own vehicle, or are declined for coverage as a driver by the Company's insurance carrier, the Company shall determine whether you will be terminated, transferred to a non-driving position, or otherwise. Failure to pass a driver physical qualification assessment, may also subject your employment to the above review guidelines. You must immediately report all accidents in a personal vehicle used for business needs, no matter how minor, to your direct supervisor(s) and/or the Human Resources Department.

When driving a personal vehicle, in the course of such operation you are expected to exercise good judgment and safe driving practices at all times, including avoiding any activity which may distract your attention from the road or violate any law. Such activity includes speeding or other reckless driving. If you fail to use your seat belt, whether as a driver or as a passenger, in any vehicle on Company business, you are subject to discipline, up to and including termination of employment.

The Company may also require employees to attend mandatory classroom and/or on-road training in accordance with company policy and local, state, and federal regulations.

Employees utilizing personal vehicles on company time, including those that constitute as extended vans or large vehicles, may be required to present competent road tests, passing vehicle inspections, and/or necessary replacement procedures in accordance with company policy and/or local, state, and federal regulations. All employees who drive a personal vehicle for use on Company-time are expected to maintain their personal vehicle congruent with safe-operating guidelines presented within company policy or local, state, and federal regulations. Vehicles used for business needs may be subject to pre- and post-vehicle inspections to ensure operational safety.

If you have "at fault" accidents while driving on Company business, you are subject to discipline, up to and including termination, even for a first accident.

## **Safety First**

We pride ourselves on safety. The Company goal is to have no work-related injuries or illnesses. However, the reduction of accidents in our operations is only possible through a team effort involving both employees and the Company. Only through such a cooperative effort can a safety program in the best interest of all be established and preserved.

The Company endeavors to take reasonable precautions in order to provide employees with a safe working environment. The Company will provide all mechanical and physical facilities required for employee safety and health. Injury prevention, however, is largely an individual effort, and all employees are expected to do their part to work safely. No employee is required to work at a job that is not safe or healthful. The Company expects employees to do everything possible so as not to create conditions that can result in injury to themselves or others. If an employee observes an unsafe work condition, he or she should report it to his or her supervisor immediately.

### Equal Opportunity Policy

The Company is an equal opportunity employer and makes employment decisions on the basis of merit. We want to have the best available people in every job. Therefore, the Company does not discriminate, and does not permit its employees to discriminate against other employees or applicants because of race (including traits historically associated with race, such as, without limitation, hair texture and protective hairstyles like braids, locs, afros, and twists), color, creed, religion, sex or gender (including breastfeeding), sexual orientation, gender identity or expression, pregnancy, marital status, national origin, citizenship, political affiliation, military or veteran status, membership in state or federal military forces or military reserves, ancestry, age (40 or over), physical or mental disability (an impairment that limits a major life activity), medical condition (cancer-related or genetic characteristic), genetic information (including, but not limited to information about an individual's genetic tests and the genetic tests of an individual's family members, information about the manifestation of a disease or disorder in an individual's family members, an individual's request for, or receipt of, genetic services, or the participation in clinical research that includes genetic services by the individual or a family member of the individual, and the genetic information of a fetus carried by any individual or by a pregnant woman who is a family member of the individual and the genetic information of any embryo legally held by the individual or family member using an assisted reproductive technology) or any other unlawful consideration . The Company will extend equal employment opportunity will be extended to all persons in all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, compensation, benefits, discipline, layoff, recall and termination.

Any use of software, algorithm, or automated intelligence tools in recruitment, promotions, performance or termination decisions will be carefully vetted to ensure no disparate impact or bias. Employees may ask about use of such tools, and the Company will maintain appropriate documentation and oversight.

### Non-Disclosure of Confidential Medical Information

The Genetic Information Nondiscrimination Act of 2008 (“GINA”) prohibits the Company from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to any request for medical information. “Genetic Information” as defined by GINA includes an individual’s family medical history, the results of an individual’s or family member’s genetic tests, the fact that an individual or an individual’s family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual’s family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

### Prohibited Harassment

The Company absolutely prohibits harassment based on the protected categories listed above, as well as any other harassment forbidden by law.

The following definitions apply to this policy:

- ❖ “Gender Expression” means a person’s gender-related appearance or behavior, whether or not stereotypically associated with the person’s sex at birth.
- ❖ “Gender identity” means a person’s identification as male, female, a gender different from the person’s sex at birth, or transgender.
- ❖ “Sex” includes, but is not limited to, pregnancy; childbirth, medical conditions related to pregnancy, childbirth, or breast feeding; gender identity; and gender expression.
- ❖ “Transgender” is a general term referring to a person whose gender identity differs from the person’s sex at birth. A transgender person may or may not have a gender expression different from social expectations of the sex assigned at birth. A transgender person may or may not identify as “trans sexual.”

- ❖ “Race” includes a person’s ancestry, color, ethnic group identification, ethnic background, and the natural hairstyles associated therewith, including, but not limited to, hair texture, braids, twists, locs, and afros.
- ❖ “Reproductive health decisions” include, but are not limited to, a decision to use or access a particular medicine, device, product, or medical service for reproductive health purposes.

Forms of prohibited harassment include, but are not limited to:

- ❖ Visual conduct, including displaying of derogatory objects or pictures, cartoons, or posters; or
- ❖ Verbal conduct, including making or using derogatory comments, epithets, slurs, and jokes.

All forms of harassment referenced above are prohibited regardless of whether the perpetrator is an officer, director, manager, employee, client, customer, independent contractor, vendor, or other third party. The Company will similarly take steps to prevent harassment by its employees of other third parties while on the Company’s premises or during work time.

Employees who violate this policy are subject to discipline, including possible termination. Apart from discipline or termination, and as an important reminder, all employees, including rank and file employees, may be personally liable in a civil action for their own harassing conduct.

## **Sexual Harassment**

While all forms of harassment are prohibited, the Company goes to great lengths to train employees on the prevention, detection, and elimination of sexual harassment. Sexual harassment is defined by law as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. Sexual harassment includes gender harassment and harassment on the basis of pregnancy, childbirth, or related medical conditions, and also includes sexual harassment of an employee of the same gender as the harasser. This includes, but is not limited to, the following types of offensive behavior:

- ❖ Unwanted sexual advances, flirtation, or teasing;
- ❖ Offering employment benefits in exchange for sexual favors;
- ❖ Making or threatening reprisals after a negative response to sexual advances;
- ❖ Visual conduct, including leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons, or posters;
- ❖ Verbal conduct, including making or using derogatory comments, epithets, slurs, and jokes;
- ❖ Any sexual advances or propositions that are unwelcome;
- ❖ Verbal abuse or graphic verbal commentaries about an individual’s body, sexually degrading words used to describe an individual, suggestive or obscene letters, emails, texts, notes, or invitations;
- ❖ Conduct or comments consistently targeted at one gender, even if the content is not sexual;
- ❖ Physical conduct, including touching, assault, impeding or blocking movements; and
- ❖ Using nicknames or terms of endearment with a sexual prohibited connotation.

Examples of sexual harassment include (a) an employee being fired or denied an employment benefit because the employee refused to grant sexual favors or because they complained about the harassment; (b) an employee reasonably quitting their job to escape harassment; or (c) an employee being exposed to a hostile work environment. Sexually harassing conduct need not be motivated by sexual desire to be considered sexual harassment and may include situations that began as reciprocal relationships, but that later cease to be reciprocal. An employee need not show that their work performance was impacted by the harassment, and a single incident or remark may constitute unlawful harassment in certain circumstances.

Managers and supervisors are prohibited from providing favorable treatment to employees with whom they are involved in a consensual sexual relationship, and from retaliating against employees with whom they have or previously had a romantic relationship.

## **Retaliation**

The Company expressly prohibits retaliation in any form. Retaliation is defined as any adverse employment action taken against an employee because the employee objected to or reported to the Company unlawful activity or engaged in any protected activity. Protected activities may include, but are not limited to, reporting or assisting in reporting suspected violations of the Company's policies against discrimination and harassment and/or cooperating in investigations or proceedings arising out of a violation of these policies. Employees are encouraged to report any violation of law or Company policy to the Company.

An adverse employment action is one that materially affects the terms and conditions of an employee's employment status or is reasonably likely to deter the employee from engaging in protected activity. Even actions that do not result in a direct loss of compensation may be regarded as an adverse employment action when considered in the totality of the circumstances.

## **Anti-Bullying and Violence Policy**

Our Company has a zero-tolerance policy against bullying or violence of any kind in the workplace. Even though this conduct may not necessarily rise to the level of unlawful harassment, such as sexual harassment, bullying runs counter to the culture of respect we want to foster in our workforce.

The kinds of acts which would constitute bullying would involve threats or actual acts of violence, intimidation or aggression, blackmail, hazing, or spreading gossip and rumors about co-workers. Bullying can come from managers, supervisors or executives, but just as easily it could come from co-workers, subordinates, or sometimes even clients, client representatives, third-party vendors or their representatives. It can occur in person or through texts, emails, and the internet.

Through whatever form, and no matter who is the perpetrator – we take your complaints of bullying seriously. You may bring your complaints to the Human Resources Department, the General/Office Manager or any member of management. Your complaint of bullying will be investigated and you will not be subject to any retaliation or reprisal for coming forward with any complaint of bullying. We will then report back to you with our findings. We urge you to make your complaint as promptly as possible to allow us to better investigate your issues, and also, because there may be others who are feeling the effects of the bullying.

We know it is difficult to come forward, but we assure you, we need and want your help to stop this conduct in the workplace. Sometimes employees assume that those of us in upper management already know that this type of bad conduct is going on. Please understand that the Company can't take action unless these acts are reported to us. So please allow us to help you and stop bullying in our workplace.

## **Harassment Training**

As part of the Company's commitment to provide a harassment free workplace, the Company provides and requires training for all staff on sexual and all other forms of prohibited harassment, including training on abusive conduct and bullying, at least once every two (2) years. While it is nearly impossible to prevent all employee conflict in any business, we believe that training our management and staff how to recognize and prevent harassment goes a long way to eliminating it in our workplace altogether.

## **Investigation of Reported Misconduct**

If you believe that you have been discriminated against or you have been harassed by a co-worker, supervisor, agent, vendor or client; have witnessed possible discrimination and/or harassment; or if you believe that the Company or another employee has violated any applicable law in the conduct of the Company's business, you have a duty to immediately bring the incident(s) to the attention of your supervisor, General/Office Manager, President, Vice-President and/or Human Resource Director. Any supervisory or managerial employee who receives such a complaint must promptly report it to the President or Vice-President.

The description of the incident(s) can be given verbally or in writing.

The matter will be thoroughly investigated, with confidentiality maintained to the extent possible. We will track and document all steps in the investigation process. After reviewing the evidence, a determination will be made concerning whether reasonable grounds exist to believe that discrimination, harassment and/or a violation of law has occurred. It is the obligation of all employees to cooperate fully in the investigation process. The persons involved will be advised of the determination if appropriate.

The Company will take action to deter any future discrimination, harassment and/or violation of law. The Company considers any discrimination, harassment, and/or violation of law to be a serious offense that can result in disciplinary action for the offender, up to and including termination. In addition, disciplinary action will be taken against any employee who attempts to discourage or prevent another employee from bringing discrimination, harassment and/or a violation of law to the attention of management.

The Company wants to assure all of its employees that measures will be undertaken to protect those who complain about discrimination, harassment and/or a violation of law from any coercion, intimidation, or retaliation due to their reporting an incident or participating in an investigation or proceeding concerning such an incident. The Company will provide appropriate options for remedial actions and resolution when warranted, and will provide a prompt response to any complaint.

If any employee believes that the above procedure has not resolved a complaint of discrimination or harassment, that employee may contact the Equal Employment Opportunity Commission (“EEOC”) or its state equivalent. The EEOC serves as a neutral factfinder and will attempt to assist the parties to voluntarily resolve their dispute. No action will be taken against any employee in any manner for filing a complaint with, or otherwise participating in an investigation, proceeding or hearing conducted by the EEOC, as applicable, with respect to discrimination or harassment. *See state-specific addendums for further details.*

Employees are also reminded that the Company maintains an employee hotline for employees to voice their complaints, concerns, or suggestions anonymously, if necessary. The hotline number is 866-368-1900 or you may go online to <http://www.PleaseTellUsOnline.com>, reporting ID psi94. We encourage all employees to tell us if they have concerns about unlawful discrimination and harassment, safety hazards, fraud, theft, vandalism, ethic violations, or any other workplace issues. Details on the hotline are posted on the Company’s bulletin boards.

## **Life-Threatening Diseases**

The Company is committed to keeping your work environment healthy and safe. Therefore, if you or another employee has or contracts a non-contagious life-threatening disease:

- ❖ The Company will treat non-contagious life-threatening diseases the same as any other disease in terms of all employee policies and benefits;
- ❖ If you have or contract a non-contagious life-threatening disease, you will be allowed to keep working as long as: (a) you can meet the Company’s performance standards, with or without reasonable accommodation, and (b) your illness does not actually endanger the health or safety of other employees.

You may not refuse to work because you are afraid of contracting a non-contagious disease from a coworker. Employees who harass or discriminate against any employee with a life-threatening disease are subject to discipline, up to and including termination.

For purposes of this policy, “non-contagious life-threatening disease” includes, but is not limited to, cancer, heart disease, HIV/AIDS, and other diseases of a severely degenerative nature that are either incapable of transmission between individuals or not easily transmitted to others.

**Contagious Diseases:** The Company makes determinations about contagious diseases, such as COVID-19, based on current medical and public health guidance. In light of developments during the COVID-19 pandemic and

related government orders, it is also impermissible to refuse to return to work based on a generalized fear of contracting a contagious disease when the Company has taken appropriate measures to reduce the risk of transmission in the workplace and you do not have a qualifying, identifiable reason, confirmed by a healthcare professional in writing, excusing you from working. You must provide the Company with adequate notice, at least 14 days in advance of your first anticipated missed day of work as feasible, and documentation of your reason for being unable to work due to risk of transmission of the disease in order to receive special consideration under this policy.

An employee's medical history and other medical information are confidential. Disclosure of employee medical information is restricted to those situations where a manager or supervisor has a job-related reason to know. Any employee who discloses another employee's medical information without proper authorization or who utilizes such information for an improper purpose will be subject to discipline, up to and including termination.

## **Infectious Diseases**

We want to ensure that you and other employees remain well. The Company makes determinations about contagious diseases, such as COVID-19, based on current medical and public health guidance. The below policies are intended to prevent the spread of infectious disease and are applicable at all times. The Company may require additional policies and procedures in response to new situations. The Company will inform you of such additional protocols, sometimes in a separate document, as necessary. You must strictly adhere to any health and safety protocols developed by the Company, including:

- ❖ Wash your hands often with soap and water for at least 20 seconds upon first arriving at work, after using the restrooms, before and after eating, and additionally as needed. Alcohol-based hand sanitizers may be used where soap and water are not available. When using an alcohol-based hand sanitizer, rub the gel all over both hands for at least 30 seconds until dry.
- ❖ Cover your nose and mouth with a tissue when coughing or sneezing and throw the tissue in the trash after use.
- ❖ During periods of increased risk, such as the winter months, avoid touching your eyes, mouth, and nose, especially with unwashed hands.
- ❖ Notify the Company and stay home if you experience any symptoms of contagious illness. You may be asked to provide medical clearance from your healthcare provider or other information to the Company to help determine when you can safely return to your worksite.

If federal, state, or local governments have declared a public health emergency, you may be asked to comply with additional health and safety requirements. Your failure to follow any required health and safety protocols without sufficient cause may result in discipline, up to and including termination.

We understand that staying home may pose a financial hardship for some of you. However, if you appear noticeably ill or may be contagious due to exposure to an ill person, the Company may send you home to avoid possible infection of others in the workplace. Please refer to the paid leave policies below or contact Human Resources if you have questions about paid leave benefits.

Your medical history and other medical information are confidential. Disclosure of employee medical information is restricted to those situations where a supervisor has a job-related reason to know it. Any employee who discloses another employee's medical information without proper authorization or who utilizes such information for an improper purpose will be subject to discipline, up to and including termination.

It is impermissible to refuse to return to work based on a generalized fear of contracting a contagious disease when the Company has taken appropriate measures to reduce the risk of transmission in the workplace and you do not have a qualifying, identifiable reason, confirmed by a healthcare professional in writing, excusing you from working. You must provide the Company with adequate notice, at least 14 days in advance of your first anticipated missed day of work as feasible, and documentation of your reason for being unable to work due to risk of transmission of the disease in order to receive special consideration under this policy. Other requirements may

apply depending on the type of absence or leave. Please refer to the policies in this Handbook for more information on specific types of leave.

## **Reasonable Accommodation for Disabilities, Pregnancy and Lactation**

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### **Disability Accommodation**

The Company strongly supports the policies of the Americans with Disabilities Act as well as its state equivalents and is completely committed to treating all applicants and employees with disabilities in accordance with the requirements of the law. The Company judges individuals by their abilities, not their disabilities, and seeks to give full and equal employment opportunities to all persons capable of performing successfully in the Company's positions.

The Company will make reasonable accommodations for the known physical or mental disabilities of an otherwise qualified applicant for employment or employee, unless undue hardship to the Company would result. Any applicant or employee who requires accommodation in order to perform the essential functions of a job should contact management. The applicant or employee should advise the Company what accommodations he or she believes are needed in order to perform the job. Together with the applicant or employee, the Company will engage in an interactive process to determine effective, reasonable accommodations, if any exist. If such accommodations are possible and will not impose undue hardship upon the Company, the Company will make the accommodations.

The Company also reserves its right to require an employee to undergo a fitness-for-duty medical examination, at the Company's expense, if the Company believes or suspects that the employee may not be able to perform the essential duties of the job or may not be able to perform the essential duties of the job without risk of harm to him/herself or others. In such an instance, the Company will so advise the employee, in writing, of the need for the examination. Depending on the situation, the Company reserves the right to suspend employment pending the results of the examination.

### **Pregnancy Accommodation**

A pregnant employee may request a reasonable accommodation of her condition upon presentation of a healthcare provider's written certification attesting that the accommodation request is needed for medical reasons. Such an accommodation may include, but is not limited to, a transfer to a less strenuous or hazardous position, or additional time off. If such a transfer can be reasonably accommodated, a pregnant employee will be transferred for the duration of her pregnancy, or until your healthcare provider certifies that the employee may safely return to their prior position. However, the Company will not (i) create a new job title for a pregnancy employee, (ii) create an additional position within an existing job title for a pregnancy employee that the Company would not otherwise have created to meet its own business needs, or (iii) accommodate a pregnant employee by discharging any employee, transferring any employee with more seniority than the pregnant employee, or promoting any employee who is not qualified to perform the job to make room for the pregnancy employee. Upon transfer, an employee will receive the salary and benefits that are regularly provided to employees in the position to which the employee has transferred.

### **Lactation Accommodation**

The Company will provide a reasonable break time for an employee to express breast milk for her nursing child for one year after the child's birth; and a place, other than a bathroom, that is shielded from view and free from intrusion from co-workers and the public, which may be used by an employee to express breast milk. The break will not be paid unless otherwise required by state law (see state-specific supplements, below). Because field staffers are on assignment and away from the Company's facilities, it is critical that you let your Staffing Manager or General/Office Manager know of the need to express breast milk ahead of time so that arrangements can be made with the Company's clients.

### **Service Animals**

Federal and state laws require that patrons with disabilities be able to make use of a service animal to assist them in using our public facilities. Under applicable law, a service animal may only be a dog or, under very limited circumstances, a specially trained miniature horse. Please be aware that service animals need NOT have a yellow

or other distinguishing vest identifying them as a service animal; they may appear like any other animal. To be a service animal, the patron need only identify the dog as a service animal. You should not question the patron about the legitimacy of the service animal or how the animal is of use to the patron; it is sufficient that the patron calls the animal a service animal. Based on that alone, you should allow the patron access to our public facilities with the dog/service animal.

If you have a concern about the animal, or if the animal becomes disruptive in anyway or causes a problem with any other guests, alert your manager immediately.

## **Confidentiality and Conflict Of Interest**

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### **Confidentiality And Non-Disclosure**

The Company may provide and make available certain information regarding our business, including without limitation:

- ❖ Various sales and marketing information
- ❖ Sales reports
- ❖ Pending projects or proposals
- ❖ Business plans and projections
- ❖ The techniques used in, approaches to, or results of any market research
- ❖ Advertising sources
- ❖ Lists of, or information relating to, employees and consultants of the Company, including but not limited to the names, contact information, jobs, expertise, salary information and employment contract language or terms relating to other employees. (The terms and conditions of your employment, including compensation, and that of your coworkers, is deemed confidential by the Company for reasons of competition with other businesses and personal privacy. It is not confidential for purposes of reports to governmental agencies or discussions with your coworkers relating to exercising rights guaranteed by the National Labor Relations Act, including engaging in concerted action. Unless otherwise allowed by law or Company policy, any discussion of your coworkers' compensation must be with their knowledge and consent, and should never be used to bully, harass, or demean other employees)
- ❖ Financial information about the Company, including but not limited to financial forecasts, financial books and records, historical financial data, and budgets
- ❖ Customer or client lists (active or prospective) including key contacts and addresses
- ❖ Personnel information relating to other Company employees such as skill levels, addresses, pay, rankings and pay rates

This information, whether written or verbal, or contained on computer hardware or software, disk, tape, microfiche or other media ("Information"), is of substantial value and highly confidential, is not known to the general public, is the subject of reasonable efforts to maintain its secrecy, constitutes the professional and trade secrets of the Company, and is being provided and disclosed to you solely for use in connection with your employment by the Company.

In consideration of your employment and receipt of the Information, you agree that you:

- ❖ Will regard and preserve the Information as highly confidential and the trade secrets of the Company;
- ❖ Will not disclose, or permit to be disclosed, any of the Information to any person or entity, absent written consent and approval from the Company;
- ❖ will not photocopy, create a digital copy of, or otherwise duplicate, whether physically or digitally, and including transcribing Information by re-typing or writing it into a new document, and will not permit any person to photocopy, create a digital copy of, transcribe, or otherwise duplicate, any of the Information without the Company's written consent and approval;
- ❖ Will not make any use of Information for your own benefit or the benefit of any person or entity other than the Company;
- ❖ Will take reasonable measures in accordance with Company policies to protect the secrecy of the Information in order to prevent it from falling into the public domain or the possession of unauthorized persons;
- ❖ Will immediately notify the Company of any misuse, misappropriation or unauthorized disclosure of Information which may come to your attention;
- ❖ Will immediately notify the Company of any misuse, misappropriation or unauthorized disclosure of Information which may come to your attention; and
- ❖ Will return all Information to the Company immediately upon request for same.

As set forth above, each employee is required to maintain the confidentiality of proprietary, sensitive or confidential information and trade secrets of the Company, its affiliated entities, business associates and its clients and to prohibit their disclosure to unauthorized third parties. **Disclosure of confidential, proprietary, or sensitive information and trade secrets about the Company, its affiliated entities, business associates or its clients to third parties will be grounds for immediate disciplinary action, including but not limited to termination.**

The Company specifically reserves its right to take legal action, even if the employee does not actually benefit from the disclosed information. The employee and employee's future employer may become liable for civil damages and/or criminal penalties if confidential information or trade secrets belonging to the Company or its clients are disclosed or used to the employee's or any other person's or company's advantage.

**Compelled Disclosure:** In the event that an employee becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, civil investigative demands or otherwise) to disclose any such Information, the employee shall provide the Company with prompt written notice (to the extent legally permitted) so that the Company may seek a protective order or other appropriate remedy.

**Notice of Immunity:** An employee will not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made (1) in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An employee who files a lawsuit for retaliation by the Company for reporting a suspected violation of law may disclose the trade secret to his/her attorney and use the trade secret information in the court proceeding, so long as he/she files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order.

Nothing contained in this Handbook or in this policy is intended to prevent them from freely discussing their own wages, hours, or working conditions with co-workers, or to limit their ability to exercise their rights under any local, state, or federal law, including the National Labor Relations Act, as amended, including in the context of social media. Nothing in this policy alters the at-will nature of the employment relationship. This policy does not require that employees maintain the confidentiality of facts evidencing a violation of law.

## **Identity Theft Prevention Program**

The Company is strongly committed to ensuring that our employees and our clients are not the victims of identity theft. To that end, if you believe that there is any suspicious activity occurring regarding our employees' or clients' private information, you should immediately bring that activity to the manager's attention. For example, if a client's identification does not match their credit card information, that may indicate the potential of identity theft.

Additionally, you should ensure that you safeguard any private information about employees and clients by not leaving it in plain view, not sharing it with others, and ensuring that it is timely and securely filed.

The Company will ensure that any third-party service providers with which it works also commit themselves to maintaining data security policies and procedures in compliance with applicable laws to ensure that our employees' and our clients' private information is kept confidential. If you have any questions about this policy, you should immediately bring it to the attention of your General/Office Manager.

## **Conflict of Interest**

An employee is required to avoid any conflict of interest during his or her employment by the Company. Any involvement that conflicts with an employee's duties or responsibilities or affects the employee's judgment in making a decision affecting the Company will be considered a conflict of interest. This includes any direct or indirect business, management or financial interest or activity, whether or not for compensation, in any business or entity that is a competitor, supplier or vendor of the Company.

Employees may engage in or have outside business or personal interests or activities that do not constitute a conflict of interest with their employment by the Company. The Company requires that these activities or interests do not adversely affect an employee's capacity to perform his or her functions or result in conflicting loyalties.

## **Off-Duty Conduct**

While the Company does not seek to interfere with your off-duty conduct, certain types of off-duty conduct may interfere with the Company's legitimate business interests. Employees are expected to conduct their personal affairs in a manner that does not adversely affect the Company's integrity, reputation, or credibility. Off-duty conduct that adversely affects the Company's legitimate business interests or an employee's ability to perform his or her work will not be tolerated and may result in discipline up to and including termination. This includes any direct or indirect business, management or financial interest or activity, whether or not for compensation, in any business or entity that is a competitor, supplier or vendor of The Party Staff. This prohibition does not extend to temporary field staffers who work for other temporary staffing agencies.

Nothing in this policy is intended to prevent or interfere with employees engaging in Section 7 rights under the National Labor Relations Act.

## **Personal Involvement**

Personal or romantic involvement with a competitor, client, supplier or vendor may impair an employee's ability to exercise good judgment on behalf of the Company. An employee should immediately disclose any relationship of this type to his or her supervisor. The Company will determine if an actual conflict of interest exists. If a conflict is determined to exist, the Company will take whatever corrective action it deems to be appropriate.

## **Disclosure of Restrictions by Former/Current Employers**

The Company understands that employees may be subject to certain restrictions or agreements imposed by some of their former or current employers. The Company requires that all employees honor any such contractual obligations as enforceable under applicable law. No employee may use confidential, proprietary or trade secret information of another person or entity while working for the Company. Additionally, no employee may violate the copyright or patent rights of other persons or entities, including through the use of documents, electronic or computer systems.

By accepting employment with the Company, employees are confirming that they agree that they are not bound by any ongoing contractual relationship with a former employer that would in any way prevent them from working for the Company or performing their job duties. Employees also agree that should they be, or believe themselves to be, under any such obligations, they will provide a copy of any such agreement or obligation prior to commencement of employment with the Company. The Company will review such information and make a determination as to what restrictions, if any, may be required for employment with the Company.

## **Gifts**

The Company believes that our mutual interests are best served when the acceptance of a product or service is based solely on its merits. Personal gifts offered to our employees by companies doing business with us could, even if innocently given, be motivated by the desire for undue favoritism in future dealings. Advance approval from management is required before you may accept gifts of any kind having an aggregate value in excess of \$100 per year from clients, suppliers or vendor representatives. No prior approval is required for gifts having a total value of less than this amount.

### Group Health Insurance

A Company group insurance plan (including medical, dental and vision) is available to eligible field staff who have worked a minimum of 1,560 hours September 1 to August 30, with an effective date of November 1. Complete details concerning insurance plans will be given to you if you meet the eligibility requirements. These documents are determinative of the precise benefits, terms, conditions, exclusions and restrictions that apply to coverage under the aforementioned plan. They supersede all other documents. The Company will review its benefit plans on an annual basis and reserves the right to discontinue coverage, if necessary, following reasonable notice and consistent with law.

### COBRA (and State Equivalents)

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) and its state counterparts give employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the Company's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, death of an employee, a reduction in an employee's hours or a leave of absence, an employee's divorce or legal separation, and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of continuing coverage at the Company's group rate plus an administration fee.

The Company provides each eligible employee with a written notice describing rights granted under COBRA and/or any state equivalent when the employee becomes eligible for coverage under the Company's health insurance plan. The notice contains important information about the employee's rights and obligations so each employee should read it carefully.

### Workers' Compensation

The Company furnishes workers' compensation insurance coverage at its expense. Workers' compensation insurance is intended to provide medical care and pay for lost time resulting from injuries on the job and those illnesses caused by your work. If you are injured on the job, report the injury, no matter how minor, to your supervisor immediately. Failure to timely report an injury may jeopardize your rights to certain benefits.

Workers' compensation insurance coverage is not available to you for injuries that occur during your voluntary participation in any off-duty recreational, social or athletic activity that is not part of your work-related duties, even if sponsored by the Company.

To insure you of quality care in case of work-related injury or illness, the Company will direct you to an appropriate healthcare provider for the treatment of any such injury or illness. If you wish to be treated by your own healthcare provider instead, you must notify the Company in writing before any injury or illness occurs.

**All employees should remember that workers' compensation fraud is a felony and may be punishable by fines and jail time.** When an employee makes a workers' compensation claim knowing that the injury or illness is not work-related and/or was not suffered while working for The Party Staff, it is a felony. When an employee allows a healthcare provider, therapist or attorney to use the claim to make money by exaggerating the need for treatment or other benefits, it is also a felony. Workers' compensation fraud costs companies thousands of dollars a year – money that could otherwise benefit hard-working employees. The Company takes this policy very seriously and will take all actions necessary to prosecute cases of workers' compensation fraud.

No action will be taken against any employee in any manner for requesting or taking any time off as provided for in this Section of the Handbook.

## **Social Security**

All employees are covered by the Social Security Law and are subject to taxes under the Federal Insurance Contribution Act ("FICA"). A deduction is made from your gross earnings in accordance with the law as your contribution to Social Security. The Company contributes an amount equal to your deduction.

## **Disability Insurance**

As an additional benefit, employees are covered under a state disability plan. The name of the plan varies from state to state. This insurance provides low-cost disability protection if illness or injury not caused by the job prevents you from working.

All employees are eligible and pay for this program. No action will be taken against any employee in any manner for requesting or taking any time off as provided for in this Section of the Handbook or for testifying in a disability proceeding.

## **Unemployment Insurance**

If your employment terminates, you may be eligible to receive unemployment insurance. In most cases, you must file a claim in order to collect this benefit. Should such a situation arise, you should inquire about unemployment insurance at the time of your separation from service. No action will be taken against any employee in any manner for testifying in an unemployment insurance proceeding.

## **401(k) Benefits**

The Company recognizes that a key to its success is the performance of its employees. To reward such performance, the Company has established a 401(k) plan for eligible participants. Eligible participants must (1) work for the Company for a minimum of one year, and (2) work at least 1,000 hours within a year, with the starting point being your anniversary date. For example, an employee hired on March 1, 2014 will become eligible to participate in the 401(k) provided that he or she works at least 1,000 hours between March 1, 2014 and February 28, 2015. Once an employee reaches 401(k) eligibility, he or she is permitted to participate in the 401(k) program (to the extent that Company does not discontinue coverage) for the length of time he or she is employed by the Company. Complete details concerning the 401(k) plan will be given to you at the time of open enrollment, which occurs in January and July. These documents are determinative of the precise benefits, terms, conditions, exclusions and restrictions that apply to coverage under the aforementioned plan. They supersede all other documents.

The Company will review its benefit plans on an annual basis and reserves the right to discontinue coverage, if necessary, following reasonable notice and consistent with law.

### Rules Regarding All Leaves of Absence

#### Non-Retaliation

No action will be taken against any employee in any manner for requesting or taking any of the leaves of absence provided for in this Section of the Handbook.

#### Working Elsewhere While on a Leave of Absence

Employees cannot be employed elsewhere or apply for unemployment benefits while on leave.

#### Failure to Return After a Leave of Absence

Failure to return from leave of absence by the scheduled time may result in termination.

#### Following a Leave

An employee who returns to work following a leave of absence resulting from an injury or illness may be required to take a physical examination to: (1) determine if the employee is an “individual with a disability” for purposes of the Americans with Disabilities Act and any other applicable federal or state law; (2) to determine if the employee can perform the essential functions of the job to which he or she is returning with or without reasonable accommodation and without posing a direct threat or risk to the health or safety of others; and (3) to identify an effective accommodation that would enable the employee to perform the essential functions of the job. The Company will provide any physical examination required by the Company at no cost to an employee.

#### Compliance with State and Local Leave Laws

The Company complies with state and local leave of absence laws to the extent required by applicable law. Listed below are some of the major leave of absence laws that apply; this list is not intended to be exhaustive.

### Family and Medical Care Leave

#### Eligibility for Leaves

To be eligible for leave under the Family Medical Leave Act (“FMLA”) or its equivalent state counterpart, an employee must satisfy the following criteria:

- ❖ The employee must be employed by the Company for at least 12 months of aggregate employment. The Company will not look back further than the preceding seven years to calculate length of employment;
- ❖ The employee must have worked for the Company for at least 1,250 hours (excluding vacation, holidays, sick leave and leaves of absence) during the 12-months immediately preceding the leave; and
- ❖ The employee must be employed at a location where at least fifty (50) of the Company’s workers are employed or work within seventy-five (75) miles of each other.

For purposes of this policy, the Company will calculate the amount of leave available (if any) by using a rolling twelve (12) month period measured backward from the date the employee starts any new leave. An employee who has exhausted FMLA leave, within the twelve months prior to the date the employee seeks to take leave again, will not be eligible to do so.

#### Permissible Purposes of Family and Medical Leaves

An eligible employee may request a family and/or medical leave for any of the following reasons:

- ❖ Child Bonding: Due to the birth of the employee’s child or placement of a child with the employee by adoption or for foster care.

- ❖ Serious Health Condition: To care for a child, spouse, registered domestic partner, or parent with a “serious health condition”, as that term is defined by the FMLA, or on account of the employee’s own “serious health condition”, including work-related injuries or illness.
- ❖ Victim of Qualifying Acts of Violence. For you to, or to assist your family member to, attend legal proceedings, seek legal assistance, receive medical treatment, provide childcare or care to a care-dependent adult, relocate or begin the process of securing a new residence, or to seek other professional assistance relating to a qualifying act of violence. A qualifying act of violence is when you or a family member is a victim of stalking, sexual assault, domestic violence, a crime, threats of or actual physical violence, or the use or brandishing of a firearm.
- ❖ Service member’s Serious Health Condition: To care for a current member of the U.S. Armed Forces, or a member of the U.S. Armed Forces who is on the temporary disability retired list, who incurred a serious injury or illness in the line of duty on active duty for which he or she is undergoing medical treatment; recuperation, or therapy; or otherwise in outpatient status; or otherwise on the temporary disability retired list. The employee must be the spouse, registered domestic partner, child, parent, or next of kin of the service member with the serious health condition.
- ❖ Qualifying Exigency Involving a Service Member: Federal law describes many circumstances that may be considered a “qualifying exigency” for which an employee may take an FMLA leave of absence. A “qualifying exigency” is, as defined by applicable law: (1) short-notice deployment, (2) military events and related activities; (3) childcare and school activities; (4) financial and legal agreements; (5) counseling; (6) rest and recuperation; (7) post-deployment activities; and (8) additional activities as agreed upon by the Company and the employee.

If there is any question as to whether something is a qualifying exigency, the Company will use law requires only such circumstances as, and nothing in this policy should be considered to have granted any rights to leave that are not required by law. In any event, all qualifying exigency leaves require that the military member be the employee’s spouse, registered domestic partner, child, or parent on active duty or call to active duty status in support of a contingency operation with the National Guard or Reserves. Military members covered by this policy also include the employee’s biological, adopted, or foster child, stepchild, or legal ward, regardless of age.

### **Length of Leave**

Each request for leave will be evaluated to determine the amount of leave, which will be granted in accordance with applicable law. However, the length of leave granted due to child bonding or a serious health condition (other than a service member’s serious health condition) or a qualifying exigency may not exceed 12 weeks in a 12-month period, commencing with the first day on which any family and medical care leave is taken. In the event that the time is taken to bond with a newborn child and both parents are employees of the Company, 12 weeks is the aggregate amount of leave that both parents will be provided.

Leave due to a service member’s serious health condition may not exceed twenty-six (26) weeks in any 12-month period, commencing with the first day on which any such leave is taken.

A family and medical care leave under the FMLA may be taken in addition to any leave of absence to which that an employee may be entitled on account of a disability resulting from pregnancy.

For victims of qualifying acts of violence, you may take up to 12 weeks of leave subject to the following limitations. If your family member is a victim of a qualifying act of violence and you are not the victim, you may take up to five days of leave for purposes of relocating or finding a new residence in relation to the incident and up to 10 days of leave for any other qualifying purpose.

Each short notice “qualifying exigency” leave may not exceed seven (7) calendar days. Each “rest and recuperation” qualifying exigency leave may not exceed five (5) calendar days. Each leave due to any additional activity, which the Company and the employee agree is a qualifying exigency, may not exceed the time agreed upon by the Company and the employee.

## **Request for Leave**

An employee who desires to take a family or medical care leave must give written notice to a General/Office Manager of (1) the condition; (2) the date the leave will start; (3) the estimated length of the leave; and (4) in the case of a leave to care for a parent, child, spouse, or registered domestic partner, whether the condition requires care from the employee and an estimate of the amount of time the healthcare provider believes the employee needs to care for the family member. For leave because of the employee's own serious health condition, the written certification must also indicate if the employee is unable to perform work of any kind or is unable to perform the essential functions of the employee's job as set forth in the employee's written job description. Employees should use the specific forms provided by the Company where requested.

An employee must provide the Company with at least thirty (30) days' written notice of the need for leave when that is possible. Similarly, when the employee's need for leave is foreseeable due to planned medical treatment or supervision, the employee shall communicate with the Company and make a reasonable effort to schedule the treatment or supervision in order to avoid disruption of the operations of the Company. Failure to comply with these requirements is grounds for denial of a family or medical care leave.

If the employee learns of the need for leave than thirty (30) days before the date the leave must begin, the employee must provide as much advance written notice as practicable, preferably as soon as the employee learns of it. A failure to comply with these notice rules may result in a denial or postponement of the requested leave until the employee complies with these rules. The Company reserves the right to inquire as to the reason for any notice delay.

Employees who are out on leave for their own serious medical condition must provide the Company with periodic updates of the condition and the continuing need for leave. Employees are advised that, unless otherwise required by law, extensions will not be granted that cause the total period of the leave to exceed the 12-week limitation identified above.

For leave because of a qualifying exigency, the first time that the employee requests such leave, the Company may request that the employee provide a copy of the covered military member's active duty orders or other documents issued by the military which indicate that the military member is on active duty or call to active duty status and dates of the active duty status. The Company may then require that the employee provide a signed certification stating, among other things, the need for leave, the approximate date for commencing the leave, the frequency and duration requested, and the contact information for third parties involved. If the qualifying exigency involves a third person, without the employee's permission, the Company may contact the third person to verify the employee's meeting or appointment with the third party. Without permission, the Company may also contact the Department of Defense to verify the military member's active duty status.

For leave to care for a service member with a serious health condition, the Company may require the employee to provide certification from the service member's healthcare provider. The certification may request the healthcare provider to prove, among other things, the name, address, and contact information of the healthcare provider, their medical practice type, their specialty, whether the service member's injury or illness was incurred in the line of active duty, approximate date and probably duration of the condition, medical facts sufficient to ascertain the need for the leave and information about intermittent or reduced schedule treatment. The Company can also request information from the employee or service member to ascertain the need for the leave and its duration.

## **Second Medical Opinion**

Prior to granting a leave because of an employee's own serious health condition, the Company may request a second medical opinion to be rendered by a healthcare provider of its choice. If the opinions of the employee's and the Company's healthcare providers differ, the Company may require a final and binding opinion from a third healthcare provider, jointly approved by the Company and the employee.

## **Intermittent Leave**

If medically necessary for the serious health condition of the employee, spouse, registered domestic partner, child, or parent, leave may be taken on an intermittent or reduced leave schedule. If an intermittent or reduced leave is requested on this basis, the Company reserves the right to require the employee to temporarily transfer to an alternative position with equivalent pay and benefits which better accommodates the leave schedule and/or to schedule the employee's work so that it is least disruptive to business. Leave for birth, adoption, or foster care of a child may not be taken in more than one block of time or by reducing the employee's normal weekly or daily work schedule. In addition, the leave must be taken within one year of the birth, adoption, or foster care placement.

The Company will account for leave using increments no greater than the shortest period of time it used to account for other forms of leave, but in no event will the increment be greater than one (1) hour.

The Company may require a fitness-for-duty certification to return from an intermittent leave up to once every 30 days if reasonable safety concerns exist regarding the employee's ability to perform his or her duties.

## **Benefits During Leave**

Seniority does not accrue during the leave but will not be negatively affected by it. Vacation and sick leave benefits (for eligible employees) will not accrue during any leave of absence pursuant to this policy. If a paid holiday falls within any leave of absence period, no compensation will be paid for that day(s). In addition, a leave of absence under this policy may qualify as a leave of absence under another policy as well. In such cases, the employee's leave of absence will count against both or all leave of absence policies applicable.

When the leave is entirely unpaid, meaning the employee does not receive any monetary benefits in conjunction with the leave, such as through a temporary disability benefit plan or Workers' Compensation, then the Company may require the employee to utilize previously accrued vacation and/or sick leave (if eligible) during the leave. You must use all accrued sick time (for eligible employees) under this policy.

During an approved family or medical leave, the Company shall continue to provide the health and life insurance benefits under the same conditions as coverage would have been provided if the employee had been continuously employed, not to exceed sixteen (16) weeks in any 12-month period (if the employee is eligible for benefits). If the leave is for a service member's serious health condition, the Company will continue to pay insurance benefits for a maximum of twenty-six (26) weeks in any 12-month period. The employee will remain personally responsible for paying his/her share for their own, as well as dependent care coverage, if any. Failure to pay premiums in a timely manner may result in a lapse of coverage. If the employee fails to return to work following a family or medical care leave of absence, the employee agrees to reimburse the Company for the cost of health insurance benefits paid for by the Company during the leave, unless the failure to return is caused by serious illness or circumstances beyond the employee's control.

## **Reemployment Privileges**

Any employee returning from an approved family or medical care leave of absence that does not exceed 12 weeks (26 weeks for covered service member eligibility), or the maximum eligible length of such leave if less than 12 weeks, will be reinstated to his/her original or an equivalent position with no loss in seniority or benefits which accrued prior to the leave of absence.

Before an employee returns from a leave taken on account of the employee's own serious health condition, he/she must provide the Company with a written medical fitness-for-duty certification stating that he/she is able to return to work. The Company reserves the right to require a physical examination by a healthcare provider of its choice and/or additional information from the employee's treating healthcare provider to determine if the employee is able to perform the essential functions of the employee's job as set forth in the employee's written job description.

An employee who does not return to work at the end of his/her authorized leave and does not obtain an approved leave pursuant to any other leave of absence policy for which he/she is eligible will be treated as having voluntarily

resigned. It should be noted that if the employee on leave is a salaried employee who is among the top ten percent (10%) of the employees in terms of gross salary, reinstatement may be denied if keeping the job open for the employee would result in substantial economic injury to the Company. Additional exceptions to reinstatement to an employee's original or equivalent position include, but are not limited to, changes in the work force such as layoffs or elimination or reorganization of positions or departments such that there is no position to which the employee would be entitled if the employee had not taken the leave. Any further leave of absence may, at the Company's discretion, be granted pursuant to any other leave of absence policy for which an employee is eligible.

### **State-Specific Statutes**

To the extent that there are any state-specific statutes that supplement any of FMLA's provisions, the Company will adhere to the law that is most favorable to the employee.

### **Industrial Medical Leave (Workers' Compensation Leave)**

An employee shall be granted a leave of absence due to industrial (work-related) illness or injury. Any leave taken under this provision qualifies as Family and Medical Care Leave and will be counted as such.

#### **Request for Leave**

An employee must submit a written request for an industrial medical leave of absence, and, in addition, furnish a healthcare provider's written certification stating the cause, beginning date and length of such leave. Written updates may be requested from time to time thereafter. Failure to provide the above information is grounds for denial of an industrial medical leave of absence.

#### **Length of Leave**

An industrial medical leave of absence shall be for a reasonable period of time during which an employee is disabled, but the leave of absence shall not extend beyond the time that the employee is deemed "permanent and stationary."

#### **Compensation and Benefits**

Leaves of absence for industrial illness or injury are without pay from the Company, but the employee may be entitled to disability payments under the Company's workers' compensation insurance policy. The Company will, however, continue to pay the premium for the employee's health insurance (if employee is eligible for benefits) that the Company would have paid but for the employee's leave for a maximum of 12 weeks in any 12-month period. The employee will be responsible for paying for the employee portion of the health insurance premium, and such payment will be due at the same time as if it had been made by payroll deduction. Insurance may be cancelled if the employee fails to pay his or her portion while on leave.

Unless the leave qualifies as an approved Family and Medical Care Leave, you must use accrued vacation and sick leave pay. Exceptions will exist if the injury also qualifies under Family Medical Care Leave and all of the following occur: (1) you are authorized to work a modified or light duty position by a health care practitioner, (2) you are offered a complying modified light duty position, (3) you refuse to take the modified or light duty position; and (4) your Workers' Compensation benefits cease as a result of your failure to take the modified or light duty position.

#### **Return from Leave**

An employee returning from an industrial medical leave of absence must furnish a healthcare provider's written certification of his or her fitness to perform the essential functions of his or her job, with or without reasonable accommodation.

Upon return from such a leave of absence, the Company will use its best efforts to return the employee to the same position held prior to the leave of absence. If this position is not available, a comparable position will be offered.

## **Military Leave**

An employee who enters the armed forces of the United States will be granted a military leave in accordance with federal laws.

### **Request for Leave**

An employee must provide advance notice of the need for military leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

### **Length of Leave**

The Company will grant up to a total of five (5) years for an employee's military leave of absence, which includes the cumulative length of all absences from employment due to military service.

### **Compensation and Benefits**

If you take a military leave of absence as provided for in this Handbook, you will be entitled to the same amount of paid days off during the leave as the maximum number the Company voluntarily offers for other types of leave that are not required to be paid by applicable law (excluding the Company's vacation or PTO policy). The number of paid days that may be taken for a military leave cannot exceed the number of days allowed for the applicable type of military leave you are using.

### **Return from Leave**

Upon completion of military service, the employee will be reinstated with full seniority to his/her former position or to a comparable position if application for re-employment is made within ninety (90) calendar days from release from the service or hospitalization. However, the employee will not be reinstated if the Company's circumstances have so changed that re-employment is impossible or unreasonable.

### **National Guard Service**

An employee who is a member of the National Guard or a reserve component of the armed forces shall, upon furnishing a copy of the official orders or instructions, be granted a military training leave. Training leaves shall not, except in an emergency or in the event of extenuating circumstances, exceed two (2) weeks a year, plus reasonable travel time. The employee may choose to take vacation (if eligible), if accrued, during military training.

## **Jury Duty**

Any employee wishing to serve on jury duty may do so. You should bring any juror's questionnaire to the General/Office Manager immediately after it is received so that arrangements to accommodate your absence may be made.

While serving on a jury, you are expected to report for work whenever the court schedule permits, unless otherwise instructed by the Company. You may be required to provide the Company with written proof of jury duty.

The Company does not pay for time spent on jury duty, though employees may keep any jury fees, appearance fees, or mileage allowances paid by the court while serving on jury duty. Exempt and non-exempt employees will, however, be permitted to use their accrued vacation benefits (if eligible) to receive compensation for any time taken off for jury duty.

No action will be taken against any employee in any manner for requesting or taking any time off as provided for in this Section of the Handbook.

## **Judicial Leaves**

### **Court Appearance**

An employee, including a victim of a crime, may take time off to appear in court as a witness in order to comply with a subpoena or other order.

If you need time off to appear as a witness, you should bring the subpoena or court order to your manager immediately after it is received so that arrangements to accommodate your absence may be made.

While taking time off to appear as a witness, you are expected to report for work whenever the court schedule permits. Time off to appear as a witness is unpaid. However, you must use any available vacation time (if eligible). You may also keep any appearance, witness, or mileage fees paid by the court.

### **Domestic Violence, Sexual Assault and Stalking Victims**

An employee who is a victim of domestic violence, sexual assault, or stalking may take time off in order to obtain judicial relief to help ensure the health, safety or welfare of the employee or his or her child. The maximum amount of time available will be governed by state law, although the Company will take all factors into consideration in granting a time off request.

You may also take time off for any of the following: (1) to seek medical attention for injuries caused by domestic violence, sexual assault or stalking; (2) to obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence; (3) to obtain psychological counseling related to an experience of domestic violence or sexual assault; or (4) to participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault or stalking.

If you need time off on account of domestic violence, sexual assault or stalking, you should notify your manager as soon as possible so that arrangements to accommodate your absence may be made. If advance notice is not possible, you must provide appropriate written certification of the reason for your absence upon your return to work. You should also advise us if you need reasonable accommodation, such as a modified schedule, change of work number or increased security measures if you are concerned for your safety at work.

The Company will make reasonable efforts to maintain the confidentiality of any employee requesting time off on account of domestic violence, sexual assault or stalking.

Time off on account of domestic violence or sexual assault is unpaid. However, you must use any available vacation time (if eligible).

### **Victims of Crime**

An employee who is a victim of a felony, or whose spouse, registered domestic partner, child, stepchild, sibling, step-sibling, parent, or step-parent is a victim of a felony, may take time off in order to attend judicial proceedings relating to the crime. The Company will not discriminate or retaliate against you in any way for your appearance at any proceeding where you or someone else is a victim of a crime.

If you need such time off, you must give your manager a copy of the notice of the scheduled proceeding. If advance notice is not possible, you must provide a copy of documentation relating to the judicial proceeding within a reasonable period of time after your return to work.

### **Voting Time Leave**

Employees are permitted to be absent from work to vote in local, state, or national elections. If you cannot reach your polling place outside of work hours, you will be permitted up to two hours without loss of pay to vote at the beginning or end of your regular work shift. You must notify your supervisor in writing at least two working days in advance to arrange a mutually agreeable time. Evidence of voter registration and voting may be required.

In addition, you are allowed unpaid time off to serve as election officials on Election Day. If you are requesting such unpaid leave you must notify your supervisor as far in advance as possible.

## **Personal Leave of Absence**

If you do not qualify for a statutory leave under Federal and/or State or local law, or if your request is non-medical in nature, the Company under certain circumstances, may grant a personal leave of absence without pay. If this leave is requested for a medical reason for yourself, a family member, or other designated individual, a medical certification will be required. The Company may at its discretion approve a personal leave of absence without pay requested for non-medical reasons. Normally a personal leave of absence of up to sixty (60) days or two (2) months may be granted at the sole discretion of the Company taking in to account several factors including the circumstances requiring the personal leave, the length of the leave, business, and client needs.

Employees should submit their requests to the local Party Staff office who shall consult with Human Resources.

Employees on a personal leave do not accrue paid sick leave and are not paid for holidays, if otherwise eligible. The Company will maintain an employee's health insurance for the month(s) when the personal leave occurs, provided however, if applicable the employee must still pay his/her share of the premiums for the time away from work. Should the personal leave extend beyond sixty (60) days, the employee will be entitled to continue his/her health insurance through COBRA.

Upon completion of the personal leave of absence, the Company will attempt to return you to your original job, or to a similar position, subject to prevailing business considerations. Reinstatement, however, is not guaranteed, unless required by law.

## **Other Leaves of Absence**

The Company recognizes that occasionally conditions may make it necessary for some employees to be absent for extended periods of time. Accordingly, requests for all other unpaid leaves, unless otherwise addressed in this Handbook, will be on a case-by-case basis and may be granted at the sole discretion of the Company.

Requests for leave other than that covered in this Handbook will be evaluated based on a number of factors, including anticipated workload requirements, staffing considerations during the proposed period of absence, the employee's length of service, performance and attendance record, level of responsibility and reason for the request. The length of time is at the sole discretion of management, but generally a leave is any absence of more than five (5) normal working days. Employees cannot engage in other employment or apply for unemployment benefits while on a leave of absence. Such action would be considered a voluntary resignation and/or grounds for immediate disciplinary action, including but not limited to termination. Returning employees retain all benefits they had accrued leading up to their leave, but do not accrue vacation leave benefits during the leave (if eligible for such leave). If a paid holiday falls within any unpaid leave of absence period, no compensation will be paid for that day(s).

Subject to the terms, conditions, and limitations of the applicable plans, health insurance benefits for which an employee is already eligible and a participant (if eligible) will be provided by the Company until the end of the month in which the approved discretionary leave pursuant to this policy begins. At that time, the employee will become responsible for the full costs of these benefits if he/she wishes coverage to continue. When the employee returns from this discretionary leave, benefits will again be provided by the Company according to the applicable plans. If an employee is on a discretionary leave of absence for five or more consecutive working days during his/her introductory period of employment, the introductory period and, therefore, certain benefit eligibility waiting periods, will be extended by the exact number of days out on leave.

When a discretionary leave ends, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee is qualified. The Company, however,

cannot guarantee reinstatement to the same position, similar position or any position following return from a leave of absence granted pursuant to this policy.

If an employee fails to report to work immediately following the expiration of any approved leave period, such failure will be deemed a voluntary resignation from employment.

## **Concurrent Leaves**

An employment leave described in this Handbook may run concurrently with one or more other leaves described herein. The Company intends to administer its leave of absence policies in accordance with the requirements of all applicable state and federal laws. Instances may exist where two (2) or more leaves of absence policies provide overlapping protections for an eligible employee. However, it is the general intention of the Company's policies to limit employees to the time under single most favorable leave of absence policy and to prevent employees from exceeding the limitations of that policy. Accordingly, any leave of absence that is taken by an employee under any policy or based upon any request for time off that could have been taken under any other policy of the Company (if the employee had requested the opportunity to do so) shall be credit against the maximum limit on leaves established in each of the policies that provided the employee a basis to request a leave.

If you have any questions about whether and/or how this applies to your designated leave, please contact the Human Resources Department for details.

## **Scope of Arbitration**

To the maximum extent permissible under law, any controversy, dispute, or claim (“Dispute(s)”) between you and the Company, or its officers, directors, owners, agents, other employees, subsidiaries, affiliates, parent entities, related entities, or any individual or entity that you assert is your joint employer, related in any manner to your employment or work with the Company, or the end thereof, whether or not related in any manner to your employment or association with the Company, or termination thereof, that could have been resolved in a court of law before a judge or jury, shall be resolved by binding arbitration at the request of any party. Arbitration is the process by which a neutral third party, rather than a judge or jury, makes a binding decision relating to a Dispute.

## **What Law Applies to the Arbitration?**

The substantive provisions of the Federal Arbitration Act (9 U.S.C. Sections 1 and 2) (“FAA”) govern this agreement and the arbitrability of any Dispute (defined below). You and the Company agree that this agreement and your employment evidence a relationship involving interstate commerce that gives rise to application of the FAA.

If you are a California employee, only those provisions of the California Arbitration Act (“CAA”) that are not preempted by or in conflict with the FAA shall apply to this agreement. Any dispute as to the application of the CAA or the FAA to this agreement shall be resolved in favor of the FAA’s application. You and the Company agree that you do not incorporate into this agreement the CAA’s provisions relating to payment of arbitration fees found in California Code of Civil Procedure (“C.C.P.”) sections 1281.97, 1281.98, and 1281.99. This means that a material breach of this agreement, particularly as it relates to payment of arbitration fees, shall be determined by the arbitrator according to general contractual principles applicable to all contracts and not the provisions of C.C.P. sections 1281.97-1281.99.

If you are employed outside of California, to the extent that the FAA is inapplicable, the arbitration law of the state in which you work or last worked for the Company shall apply. However, to the maximum extent permitted by law, when the FAA does apply, any state law provision in conflict with or preempted by the FAA is inapplicable to any arbitration under this agreement.

## **When is Arbitration Required?**

Arbitration shall be the exclusive method for resolving any Dispute; provided, however, that any party may request provisional relief from a court of competent jurisdiction, as provided under federal or state law, before or simultaneous with arbitration of the remainder of the Dispute. Even if the Company does not sign or acknowledge its receipt of this agreement, the Company, like you, agrees to be bound by this agreement and agrees to arbitrate all Disputes. Regardless of whether you sign or acknowledge receipt of this agreement, your acceptance of employment or continued employment constitutes your agreement to arbitrate all Disputes on the terms herein.

## **What Disputes are Covered by this Agreement?**

The Disputes that are to be arbitrated under this agreement shall be as broad as federal and state law allow and shall include, but not be limited to, claims for breach of trade secret law, claims regarding breaches of confidentiality, claims for civil and statutory penalties (limited to individual claims as set forth below), violation of non-disclosure/non-solicitation provisions, embezzlement/conversion, employee theft, claims for wages and other compensation including any claims that could be brought before the California Labor Commissioner/Division of Labor Standards Enforcement through a “Berman” hearing, claims for breach of contract (express or implied), claims for violation of public policy, wrongful termination, tort and common law claims, claims for unlawful discrimination, harassment, or retaliation (including, but not limited to, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, gender identity or expression, medical condition, marital status, age, pregnancy, breastfeeding, sex, or sexual orientation, as well as intersectionality of multiple protected characteristics) to the extent allowed by law, and claims for violation of any federal, state, or other

government law, statute, regulation, or ordinance. The Disputes covered by this agreement are not limited to claims arising from employment and, except as provided below, cover any and all types of claims and controversies between the parties that can lawfully be the subject of an agreement to arbitrate.

## **What Disputes Are Not Covered by this Agreement?**

The Disputes not subject to binding arbitration include: (a) any claims for workers' compensation or unemployment benefits; (b) Disputes regarding sexual harassment or sexual assault covered under 9 U.S.C. Section 401, et seq.; and (c) Disputes that are expressly excluded by statute (unless such statute is preempted by federal law), or that are expressly required to be arbitrated under a different procedure pursuant to the terms of an employee benefit plan. Accordingly, no provision of this agreement should be interpreted to limit your rights under Section 7 of the National Labor Relations Act or to preclude you from pursuing claims in administrative proceedings before the National Labor Relations Board.

**BOTH THE COMPANY AND YOU UNDERSTAND THAT BY USING ARBITRATION TO RESOLVE DISPUTES, WE ARE BOTH GIVING UP ANY RIGHT THAT WE MAY HAVE TO A JUDGE OR JURY TRIAL.**

Nothing in this Agreement prevents you from reporting good faith allegations of unlawful employment practices to appropriate federal, state, or local agencies; reporting any good faith allegation of criminal conduct to any appropriate federal, state, or local official; making any truthful statements or disclosures required by law, regulation, or legal process; or requesting or receiving confidential legal advice.

## **Class, Collective, and Representative Action Waiver**

Any Dispute covered by this agreement will be arbitrated on an individual basis only. Unless otherwise mutually agreed by the parties, no arbitrator has authority to consolidate claims or proceed with arbitration on a multi-plaintiff, class, collective, or representative basis. Any dispute or question about whether any claim may be asserted as a class or representative action shall be determined by the arbitrator and not by a court. To the maximum extent permitted by law, you and the Company hereby waive any right to bring on behalf of other persons, or to otherwise participate with other persons, in any class, collective, or representative action.

With respect to actions under the California Private Attorneys General Act, Labor Code section 2698 et seq. ("PAGA"), you and the Company agree that any claim(s) under PAGA for alleged violations you suffered is subject to arbitration on the same terms as any other Dispute, including that such individual claim(s) under PAGA must be arbitrated on an individual basis and not in a representative court action. If you file a court action seeking relief under PAGA on behalf of others, such action will be stayed with respect to any claims for penalties or other relief under PAGA based on alleged violations suffered by others until arbitration of your individual claim(s), including individual claims under PAGA, is completed. The arbitrator's factual findings and determinations on the merits with respect to violations of PAGA shall be binding in any pending or future court action, including with respect to any claim that you are an "aggrieved employee" as defined by PAGA.

## **Who Decides What Claims Are Arbitrable?**

Except if a party requests provisional relief from a court of competent jurisdiction to preserve the status quo pending arbitration, the arbitrator shall have the exclusive authority to resolve any dispute relating to the arbitrability of any claim, or the enforceability or formation of this Agreement (including all defenses to contract enforcement such as, for example, waiver of the right to compel arbitration). Unless prohibited by applicable law, any claim that a party has breached or defaulted under the arbitration agreement shall be decided by the arbitrator.

## **Initiation of Arbitration and Selection of Arbitrator**

Except where preempted by the FAA and as otherwise provided herein, binding arbitration shall be conducted in accordance with the state-specific Arbitration Act in the state in which the claims arose, and the rules and procedures

for employment disputes set forth by the internal employment rules of the dispute resolution organization selected by the parties.

The parties shall meet and confer to select a specific arbitrator or reputable dispute resolution organization by mutual agreement. No party shall initiate arbitration with a dispute resolution provider without first attempting to confer with the other party to reach an agreement as to the dispute resolution organization or arbitrator to use. If the parties are unable to agree on a neutral arbitrator or dispute resolution organization, you may obtain a list of arbitrators from one of the following dispute resolution organizations: Judicial Arbitration and Mediation Service (“JAMS”), ADR Services, Inc. (“ADR”), or Judicate West (“JW”). The rules for JAMS, ADR, and JW can be found online at [www.jamsadr.com](http://www.jamsadr.com), [www.adrservices.com](http://www.adrservices.com), or [www.judicatwest.com](http://www.judicatwest.com), respectively, or may be obtained from the Human Resources Department upon request. If the parties cannot agree on a specific arbitrator, the parties will follow the procedures established by the selected dispute resolution organization for striking unacceptable arbitrators from the list of available arbitrators until a final selection is made.

## **Do I Have to Make a Demand for Arbitration by a Certain Time?**

The party asserting a claim must make a formal, written demand for arbitration with the arbitration service provider within the statute of limitations period provided under applicable law for the particular claim. For JW, that means service of a “Notice of Intent to Arbitrate” as provided in Rule 5.3.1.1 For JAMS, that means service of a “Demand for Arbitration” as described in Rules 5 and 9.2 For ADR, that means service of a “Demand for Arbitration” as provided in Rule 5.3 Failure to make a written demand for arbitration as specified above within the applicable statutory period constitutes a bar to raising that claim in any forum. Arbitration proceedings will be held in the county in which you were last employed, unless the parties stipulate in writing to a different venue.

## **What is the Process for Arbitration?**

The arbitrator selected by the parties shall apply the substantive law (and the law of remedies, if applicable) of the state in which the claim arose, or federal law, or both, as applicable to the claim(s) asserted, unless preempted by the FAA. The arbitrator is without jurisdiction to apply any different substantive law or law of remedies.

The arbitrator shall apply the state specific Evidence Code to the proceeding or, if none available, the Federal Rules of Evidence. The parties shall be permitted to conduct discovery in accordance with the rules of the arbitral forum selected. Either party may apply to the arbitrator for additional discovery, provided such requests are balanced against the parties’ mutual desire to have a speedy, less-formal, cost-effective dispute-resolution mechanism. In all cases, sufficient discovery shall be afforded to the parties for a fair hearing on the merits of their claims. The arbitrator shall hear any dispositive motions submitted by any party and shall apply the substantive standards governing such motions under the applicable federal or state law. The hearing(s) on dispositive motions shall be made in accordance with the briefing and hearing schedule established by the arbitrator in accordance with the employment rules of the dispute resolution organization selected.

The arbitration shall be final and binding upon the parties, except as provided in this Binding Arbitration agreement.

## **What Happens at the Conclusion of Arbitration?**

Following the hearing and the submission of the matter to the arbitrator, the arbitrator shall issue a signed and dated written decision and award. The arbitrator shall use their best efforts to issue the written award no later than 30 days from the date the arbitration hearing concludes, or the post-hearing briefs (if requested) are received, whichever is later. The arbitrator’s award shall decide all issues submitted by the parties, and the arbitrator may not decide any issue not submitted. The arbitrator shall prepare in writing and provide to the parties a decision and award

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<sup>1</sup> <https://www.judicatwest.com/resource/arbitrationrules>

<sup>2</sup> <https://www.jamsadr.com/rules-employment-arbitration/english>

<sup>3</sup> <https://www.adrservices.com/services-2/arbitration-rules/>

which includes factual findings and the reasons upon which the decision is based. The arbitrator shall be permitted to award only those remedies in law or equity as are requested by the parties and allowed by law.

Any party shall have the right, within 20 days of issuance of the arbitrator's decision, to file a motion for reconsideration (accompanied by a supporting brief) with the arbitrator, and the arbitrator shall have jurisdiction to consider and rule upon such motion. Any other party shall have 20 days from the date the motion for reconsideration is submitted to file a written response. The arbitrator thereupon shall reconsider the issues raised by the motion and, promptly, either confirm or change the decision, which (except as provided by law) shall then be final and conclusive upon the parties, except to the extent rights for appeal are provided under the FAA or applicable state law.

## **Who Pays for Arbitration?**

The cost of the arbitrator and other incidental costs of arbitration that would not be incurred in a court proceeding shall be borne by the Company; provided, however, that if you are the party initiating the claim, you will contribute an amount equal to the filing fee to initiate a claim in the court of general jurisdiction in the state in which you were last employed by the Company. Each party to the arbitration has 30 days to pay any arbitration fees after the selected arbitration provider's issuance of an invoice to the party obligated to make payment, unless a longer period is agreed to by the parties hereto and accepted by the applicable arbitration provider. Nothing herein is intended to waive, limit, or otherwise modify the additional 30-day cure period set forth in California Code of Civil Procedure sections 1281.97 and 1281.98. The parties shall each bear their own costs and attorneys' fees in any arbitration proceeding; provided, however, that the arbitrator shall have the authority to require any party to pay the costs and attorneys' fees of another party, to the extent permitted under federal or state law, as a part of any remedy that may be ordered.

## **How Can the Arbitration Agreement be Modified?**

Only the President or Vice-President may modify this policy in a signed writing and only as is necessary to make this policy enforceable under any federal, state, or local law or other applicable case law effective after this policy's initial dissemination to our workforce. Otherwise, no employee can modify this policy in any manner or enter into any agreement that is contrary to this policy. If any term, provision, covenant, or condition of this policy is held by a court of competent jurisdiction or an arbitrator to be invalid, void, or unenforceable, the remaining terms and provisions of this policy will remain in full force and effect and shall in no way be affected, impaired or invalidated. In addition, if any claim(s) within a Dispute is determined to be not subject to arbitration, that claim(s) may be severed, and the remaining claim(s) shall remain and continue in arbitration pursuant to this policy.

Certain language in the Handbook, including the Agreement to Arbitrate, may be translated into languages other than English for the convenience of our employees. Any ambiguity between any language in the Handbook and any translated version will be governed by the English version.

## Alcance del Arbitraje

Al grado máximo permitido por la ley, cualquier controversia, disputa, o reclamación (“Controversia(s)”) entre usted y la Compañía o sus funcionarios, directores, propietarios, agentes, otros empleados, subsidiarias, filiales, entidades matrices, entidades relacionadas, o cualquier individuo o entidad que usted asevere que es su empleador conjunto, relacionado de alguna manera con su empleo o trabajo con la Compañía, o la finalización del mismo, ya sea o no que tenga cualquier relación con su empleo o asociación con la Compañía, o terminación de dicha relación, que hubiera podido resolverse en un tribunal de justicia ante un juez o jurado, se resolverá mediante arbitraje vinculante a petición de cualquiera de las partes. El arbitraje es el proceso por el cual un tercero neutral, realiza una decisión vinculante relacionada con una controversia en lugar de que lo haga un juez o jurado.

## ¿Qué Ley Aplica al Arbitraje?

Las disposiciones sustantivas de la Ley Federal de Arbitraje (9 U.S.C. Secciones 1 y 2) (la “FAA”) regulan este convenio y la arbitrabilidad de cualquier Controversia (de conformidad con lo definido a continuación). Usted y la Compañía acuerdan que el presente convenio y su empleo demuestran una relación que involucra comercio interestatal y que da pie a la aplicación de la FAA.

Si usted es un empleado en California, sólo aquellas disposiciones de la Ley de Arbitraje de California (la “CAA”) que no sean invalidadas por o ingresen en conflicto con la FAA aplicarán a este convenio. Toda controversia respecto de la aplicación de la CAA o de la FAA respecto del presente convenio será resuelta en favor de la aplicación de la FAA. Usted y la Compañía acuerdan que usted no incorporará a este convenio las disposiciones de la CAA relacionadas con el pago de tarifas de arbitraje de conformidad con el Código de Procedimientos Civiles (“C.C.P.”) de California, secciones 1281.97, 1281.98, y 1281.99. Esto significa que cualquier violación material al presente convenio, específicamente en su relación con el pago de tarifas de arbitraje, será determinada por el árbitro de acuerdo con principios contractuales generales aplicables a todos los contratos y no las disposiciones del C.C.P. en virtud de las secciones 1281.97-1281.99.

Si usted está empleado fuera de California, y al grado en que la FAA sea inaplicable, las leyes de arbitraje del Estado en el que trabaje o trabajó por última vez para la Compañía serán aplicables. Sin embargo, al grado máximo permitido por ley, cuando la FAA no aplique, cualquier disposición legal estatal que ingrese en conflicto con o sea invalidada por la FAA será inaplicable a cualquier arbitraje en virtud de este convenio.

## ¿Cuándo se Requiere Arbitraje?

El arbitraje será el método exclusivo para la resolución de cualquier Controversia; lo anterior, sin embargo, en consideración de que cualquier parte podrá solicitar medidas provisionales de un tribunal con jurisdicción competente, según lo dispuesto de conformidad con ley federal o estatal, antes o de forma simultánea con el arbitraje del resto de la Controversia. Incluso si la Compañía no firma o acusa recepción de este convenio, la Compañía, al igual que usted, acuerda estar vinculada por este convenio y también acuerda el arbitraje de todas las Disputas. Sin perjuicio de que usted firme o acuse recepción del presente convenio, su aceptación del empleo o empleo continuo constituye su acuerdo como tal respecto del arbitraje de todas las Controversias de conformidad con los términos aquí plasmados.

## ¿Qué Disputas se Encuentran Contempladas por este Convenio?

Las Controversias que deben someterse a arbitraje conforme a este convenio serán tan amplias como la ley federal y estatal lo permitan y deberán incluir de forma enunciativa más no limitativa, reclamaciones por incumplimiento de leyes sobre secretos comerciales, reclamaciones respecto de violaciones de confidencialidad, reclamos por sanciones civiles y conforme a estatutos (limitado esto a reclamos individuales de acuerdo con lo descrito a continuación), violación de disposiciones de no divulgación/no reclutamiento, malversación/conversión, robos por parte del empleado, reclamaciones sobre salarios y otras remuneraciones, incluyendo cualquier reclamación que

pueda presentarse ante el Comisionado Laboral de California/División de Cumplimiento de Normas Laborales a través de una audiencia "Berman", o por incumplimiento del contrato (ya sea expreso o implícito), reclamaciones por violación de políticas públicas, despido injustificado, reclamaciones bajo el sistema de derecho consuetudinario, discriminación ilegal, acoso, o represalias (lo que incluye, de manera enunciativa más no limitativa, con base en raza, creencias religiosas, color, origen nacional, ascendencia, discapacidad física o mental, identidad o expresión de género, afección médica, estado civil, edad, embarazo, lactancia, sexo, u orientación sexual, así como interseccionalidad de múltiples características protegidas) al grado permitido por la ley, así como reclamaciones por violación de cualquier ley, disposición legal, reglamento u ordenanza federal, estatal o de otro organismo gubernamental. Las Controversias contempladas por este convenio no se limitan a reclamaciones que surjan del empleo y, con excepción de lo indicado a continuación, se contemplan todos y cada uno de los tipos de reclamaciones y controversias entre las partes que legalmente puedan ser objeto de un convenio de arbitraje.

### **¿Qué Controversias No Están Contempladas por Este Convenio?**

Las Controversias que no pueden someterse a arbitraje vinculante incluyen: (a) Beneficios de Seguro por Riesgos Laborales o beneficios por desempleo; (b) Disputas relacionadas con acoso sexual o ataque sexual contempladas por la sección 401 y siguientes del 9 U.S.C (9 U.S.C. Section 401, et seq.); y (c) las Controversias que se excluyen expresamente por estatutos (salvo que dicho estatuto sea invalidado por la ley federal), o que, conforme a los términos de un plan de prestaciones laborales, requieren expresamente someterse al arbitraje bajo un procedimiento diferente. En consecuencia, ninguna disposición de este convenio debe interpretarse de forma que limite sus derechos en virtud de la Sección 7 de la Ley Nacional de Relaciones Laborales (National Labor Relations Act) o le impida presentar reclamos en procedimientos administrativos ante la Junta Nacional de Relaciones Laborales (National Labor Relations Board).

**TANTO LA COMPAÑÍA COMO USTED ENTIENDEN QUE, AL RECURRIR A ARBITRAJE PARA LA RESOLUCIÓN DE CONTROVERSIAS, AMBAS PARTES RENUNCIAN A CUALQUIER DERECHO QUE PUDIESEN TENER A UN JUICIO ANTE UN JUEZ O JURADO.**

Ninguna disposición del presente Convenio le impide reportar de buena fe denuncias a las agencias federales, locales, y estatales apropiadas acerca de prácticas ilícitas de empleo, reportar de buena fe cualquier denuncia de conducta criminal a cualquier oficial federal, estatal o local; o realizar cualquier declaración real o divulgación de información requerida por ley, reglamentación o proceso legal; o solicitar o recibir asesoría legal confidencial.

### **Renuncia a Acciones de Clase, Colectivas y Representativas**

Cualquier Controversia contemplada por este convenio será resuelta por arbitraje sólo con base en un criterio individual. Salvo disposición contraria de mutuo acuerdo entre las partes, ningún árbitro tendrá autoridad para consolidar reclamos o proceder con el arbitraje con base en reclamos de múltiples demandantes en una acción de clase, colectiva o representativa. Cualquier controversia o pregunta sobre si cualquier demanda en contra de la Compañía puede ser presentada como una acción de clase o una acción representativa, deberá ser determinada por el árbitro y no por una corte. Al grado máximo permitido por ley, usted y la Compañía por este medio renuncian a todo derecho de entablar por parte de cualquier otra persona que no sea usted o a participar con otras personas, en cualquier acción de clase, colectiva o representativa.

Con respecto de las acciones bajo la Ley General de Abogados Privados de California, Código Laboral sección 2698 et seq. ("PAGA"), usted y la Compañía acuerdan que cualquier reclamación(es) en virtud de la PAGA por supuestas violaciones que haya sufrido, estará sujeta a arbitraje en los mismos términos que cualquier otra Disputa, incluyendo el hecho de que dicha reclamación(es) individual de conformidad con la PAGA debe someterse a arbitraje con base en un criterio individual y no en una acción judicial representativa. Si presenta una acción judicial buscando compensación bajo la PAGA en representación de otros, dicha acción se suspenderá con respecto de cualquier reclamo por sanciones u otra medida preventiva bajo la PAGA con base en supuestas violaciones sufridas por otros hasta el arbitraje de su reclamación(es) individual, incluyendo reclamaciones individuales bajo la PAGA, hasta que el proceso concluya. Las conclusiones fácticas y las determinaciones del árbitro sobre la base con respecto

de violaciones de la PAGA serán vinculantes en cualquier acción judicial pendiente o futura, incluso con respecto de cualquier reclamo en el que usted sea un "empleado agraviado" según lo definido por la PAGA.

## ¿Quién Decide Qué Reclamaciones Son Objeto de Arbitraje?

Excepto cuando una parte solicite medidas provisionales de un tribunal con jurisdicción competente para preservar el status quo pendiente de arbitraje, el árbitro contará con autoridad exclusiva para resolver cualquier disputa relacionada con la arbitrabilidad de cualquier disputa o la aplicabilidad o generación del presente Convenio (incluyendo todas las defensas respecto de aplicación contractual, como el caso de, por ejemplo, renuncia al derecho de imponer arbitraje). A menos que lo prohíba ley aplicable, cualquier reclamación respecto de la cual una parte haya incurrido en violación o incumplimiento en virtud del convenio de arbitraje será resuelta por el árbitro.

## Inicio del arbitraje y selección del árbitro

Con excepción de cuando sea invalidado por la FAA y según lo dispuesto en el presente instrumento, el arbitraje vinculante se llevará a cabo de acuerdo con la ley de arbitraje específica del Estado en el que surgieron las reclamaciones así como por las reglas y procedimientos para controversias laborales estipulados en las reglas sobre asuntos laborales de la organización de resolución de conflictos seleccionada por las partes.

Las partes se reunirán y consultarán para seleccionar un árbitro en específico o una organización de resolución de conflictos de buena reputación mutuamente acordada para las mismas. Ninguna de las partes iniciará el arbitraje con un proveedor de resolución de disputas sin antes intentar consultar con la otra parte para arribar a un acuerdo sobre la organización de resolución de disputas o el árbitro al que se recurrirá. Si las partes no logran arribar a un acuerdo sobre un árbitro u organización de resolución de disputas neutral, usted podrá obtener una lista de árbitros de alguna de las siguientes organizaciones de resolución de conflictos: el Judicial Arbitration and Mediation Service ("JAMS"), ADR Services Inc. ("ADR"), o Judicate West ("JW"). Las reglas de JAMS, ADR y JW se encuentran disponibles en línea en [www.jamsadr.com](http://www.jamsadr.com), [www.adrservices.com](http://www.adrservices.com), o [www.judicatewest.com](http://www.judicatewest.com), respectivamente, u obtenerse al solicitarlas de recursos humanos. Si las partes no pueden acordar sobre un árbitro en específico, las mismas seguirán los procedimientos establecidos por la organización de resolución de disputas seleccionada para eliminar a los árbitros inaceptables de la lista de árbitros disponibles hasta que se realice una selección final.

## ¿Tengo que Presentar una Solicitud de Arbitraje Dentro de un Período Determinado?

La parte que presente una reclamación deberá realizar una solicitud formal y por escrito de arbitraje ante el proveedor de servicios de arbitraje dentro del plazo de prescripción fijado en virtud de la ley aplicable con respecto de la reclamación en específico. Para JW, esto significa notificación de un "Aviso de Intención de Arbitraje" en virtud de lo dispuesto en la Regla 5.3.1.1 Para JAMS, esto significa notificación de una "Solicitud de Arbitraje" de acuerdo con lo descrito en las Reglas 5 y 9.2 Para ADR, esto significa notificación de una "Solicitud de Arbitraje" de acuerdo con lo dispuesto por la Regla 5.3 Si no se presenta el requerimiento por escrito de arbitraje según lo especificado previamente dentro del plazo correspondiente fijado por la ley, se perderá el derecho de presentar dicha reclamación en cualquier jurisdicción. Las diligencias del arbitraje se celebrarán en el condado donde usted estuvo empleado por última vez, a menos que las partes mutuamente acepten por escrito una sede diferente para su celebración.

## ¿Cuál es el Proceso de Arbitraje?

El árbitro que las partes seleccionen aplicará la ley sustantiva (y las leyes sobre desgravios, en su caso aplicables) del Estado en el cual se originó la reclamación, o las leyes federales, o ambas, según esto sea aplicable a la o las reclamaciones que se argumenten, a menos que esto sea invalidado por la FAA. El árbitro no tendrá la facultad de aplicar alguna otra ley sustantiva o ley sobre desgravios.

<sup>1</sup> <https://www.judicatewest.com/resource/arbitrationrules>

<sup>2</sup> <https://www.jamsadr.com/rules-employment-arbitration/english>

<sup>3</sup> <https://www.adrservices.com/services-2/arbitration-rules/>

El árbitro aplicará el Código de Evidencia específico del Estado (Evidence Code) para el proceso o, en su defecto, las Reglas Federales Sobre Evidencia (Federal Rules of Evidence). A las partes se les permitirá realizar toda la revelación de información respectiva de conformidad con las reglas del foro de arbitraje seleccionado. Cualquiera de las partes podrá solicitar al árbitro revelación de información adicional, siempre y cuando dichas solicitudes sean equilibradas en contra de la intención mutua de las partes de contar con un mecanismo más rápido, menos formal y más rentable en términos de su costo para la resolución de las controversias. En todos los casos, se otorgará revelación de información suficiente a las partes para una audiencia justa basada en los méritos de las reclamaciones. El árbitro escuchará cualquier moción dispositiva presentada por cualquier parte y aplicará los estándares sustantivos que rigen dichas mociones bajo la ley federal o estatal aplicable. La audiencia(s) sobre mociones dispositivas se realizará de acuerdo con el itinerario de sesiones informativas y audiencias establecido por el árbitro de conformidad con las reglas sobre asuntos laborales de la organización de resolución de conflictos que se haya seleccionado.

El arbitraje será definitivo y vinculante para las partes, a menos que se disponga algo diferente en el presente Convenio de Arbitraje Vinculante.

### **¿Qué Sigue a la Conclusión del Arbitraje?**

Después de celebrarse la audiencia y someter el asunto al árbitro, éste emitirá una decisión y laudo por escrito, firmado y fechado. El árbitro realizará sus mejores esfuerzos para emitir el laudo por escrito dentro de un plazo de 30 días considerado a partir de la fecha de finalización de la audiencia de arbitraje o de recibir los escritos posteriores a la audiencia (si se solicitan), lo que ocurría de forma posterior. En el laudo, el árbitro resolverá todos los asuntos planteados por las partes y no podrá emitir ninguna determinación sobre los asuntos no planteados para su resolución. El árbitro preparará una decisión y laudo por escrito, proporcionándolo a las partes, en el cual se incluirán las consideraciones de hecho y las razones de la decisión. Al árbitro se le permitirá ordenar solamente las medidas de desagravio de ley o de equidad que las partes soliciten y que la ley permita.

Cualquiera de las partes, tendrá dentro de un plazo de 20 días a partir de la emisión de la decisión del árbitro, el derecho a presentar al árbitro, un recurso de reconsideración (acompañado por un escrito de justificación) y el árbitro tendrá la facultad para contemplar dicho recurso y emitir su fallo sobre el mismo. Cualquier otra parte tendrá 20 días contados desde la fecha de presentación del recurso de reconsideración para presentar una respuesta por escrito. Después de esto, el árbitro reconsiderará los asuntos planteados en dicho recurso y prontamente confirmará o modificará su decisión, la cual (a menos que la ley disponga algo diferente) será definitiva y decisiva para las partes, excepto en relación con los derechos de apelación en virtud de la Ley Federal de Arbitraje (FAA por sus siglas en inglés) o las leyes estatales aplicables.

### **¿Quién Paga el Arbitraje?**

El costo del árbitro y otros costos incidentales del arbitraje en los que no se hubiera incurrido en un proceso judicial correrán por cargo de la Compañía; sin embargo, si usted es la parte que inició la reclamación, usted aportará una cantidad equivalente a la tarifa judicial de presentación de una reclamación en un tribunal de jurisdicción general en el Estado donde usted tenía su último empleo con la Compañía. Cada parte del arbitraje tendrá 30 días para pagar cualquier tarifa de arbitraje después de que el proveedor de arbitraje seleccionado emita una factura a la parte obligada a realizar el pago, a menos que las partes acuerden un período más prolongado y el proveedor de arbitraje correspondiente lo acepte. Nada de lo aquí incluido tiene la intención de renunciar, limitar o modificar de alguna otra forma el período de subsanación adicional de 30 días establecido en las secciones 1281.97 y 1281.98 del Código de Procedimientos Civiles de California. Cada una de las partes cubrirá sus propios costos y honorarios de abogados en cualquier procedimiento de arbitraje; no obstante, el árbitro tendrá la facultad para ordenar que alguna de las partes pague los costos y honorarios de abogados de la otra parte, al grado permitido de acuerdo con las leyes federales o estatales, como parte de alguna medida que pueda ser ordenada.

### **¿De Qué Forma Puede Modificarse el Convenio de Arbitraje?**

Sólo el Presidente or Vicepresidenta podrá modificar este convenio mediante un documento firmado y por escrito, y únicamente al grado necesario para que este convenio sea exigible bajo cualquier ley federal, estatal o local u otra

jurisprudencia aplicable después de su divulgación inicial a nuestros empleados. En cualquier otro caso, ningún empleado podrá modificar este convenio de ninguna forma o celebrar convenio alguno que sea contrario a este instrumento. Si un juez competente o árbitro declara que algún término, disposición, pacto o condición de este convenio es inválido, nulo o inaplicable, los demás términos y disposiciones del convenio permanecerán en pleno vigor y efecto y de ninguna forma serán afectados, impeditos o invalidados. En suma, si se determina que alguna reclamación(es) que forme parte de una Controversia no es idónea para someterse a arbitraje, la misma podrá separarse y las demás reclamaciones quedarán y continuarán sujetas al arbitraje de acuerdo con este convenio.

Cierta redacción del Manual, incluyendo el Convenio de Arbitraje Vinculante, podría traducirse a otros idiomas distintos al inglés para la conveniencia de nuestros empleados. En caso de cualquier ambigüedad entre la redacción del Manual y versión traducida alguna, subsistirá la versión en inglés.

### Arizona Sick Leave

In order to minimize the economic hardships that may result from short-term illness or injury, the Company provides sick leave benefits to employees. Employees begin accruing on the first day of employment. Employees must, however, have worked for the Company for 90 days within a year from the commencement of employment and must satisfy a continuous 90-day employment period before he or she can actually take any sick leave. Only once these requirements are satisfied will an employee be eligible to use sick leave accrued.

Employees accrue one (1) hour of sick pay for each 30 hours worked. A maximum of 40 hours of accrued, but unused, sick leave may be carried over to the following year. Non-exempt employees will be paid sick leave at their rate of pay (i.e., hourly rate of pay) at the time the sick leave is taken and not inclusive of gratuities or other discretionary amounts. Employees will only be paid for the number of hours regularly scheduled to work, or, if there is no set schedule, the number of hours the employee is reasonably anticipated to work, not inclusive of overtime.

Sick leave can be used for any of the following reasons:

- ❖ Mental or physical illness, injury, or health condition of the employee or any of the employee's family members.
- ❖ Medical diagnosis, treatment, or care (including preventative medical care) associated with a mental or physical illness, injury, or health condition of the employee or any of the employee's family members.
- ❖ Closure of the employee's place of business by order of a public official due to a public health emergency.
- ❖ Employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency.
- ❖ Care for oneself or a family member when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or family member's presence in the community may jeopardize the health of others because of his or her exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.
- ❖ An absence due to domestic violence, sexual violence, abuse, or stalking involving the employee or any of the employee's family members.

“Family members” include:

- ❖ Regardless of age, a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, a child to whom the employee stands in loco parentis, or an individual to whom the employee stood in loco parentis when the individual was a minor;
- ❖ A biological, foster, stepparent or adoptive parent or legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee or employee's spouse or domestic partner was a minor child;
- ❖ A person to whom the employee is legally married under the laws of any state, or a domestic partner of an employee as registered under the laws of any state or political subdivision;
- ❖ A grandparent, grandchild or sibling (whether of a biological, foster, adoptive or step relationship) of the employee or the employee's spouse or domestic partner; or
- ❖ Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Due to the nature of our business, you must provide as much advance notice of the sick leave as is practicable under the circumstances. If you fail to provide advance notice when you otherwise could have you may be precluded from using paid sick leave. The Company reserves the right to request documentation related to the need for sick leave after three days of sick leave use and in accordance with applicable state or federal law.

No employee will be paid for unused sick leave, and no sick leave benefits are paid upon termination. Paid sick leave is not considered as time worked in the computation of overtime.

## **Arizona Victims of Crime Leave**

An employee who is a victim of a crime will be granted leave from work in accordance with state law to appear at court-related proceedings or to obtain or attempt to obtain an order of protection, an injunction against harassment or any other injunctive relief to help ensure the health, safety or welfare of the employee or the employee's child. Leave will be granted provided that (1) the employee submits reasonable notice to their supervisor that the employee is required to appear in court (unless an unscheduled or an emergency court appearance is required for the health, safety or welfare of the employee) and (2) the amount of leave requested does not create an undue hardship to the Company's business. When providing notice, an employee must also submit a copy of the form provided to the employee by the law enforcement agency, a court order the employee is subject to, any other proper documentation, and if applicable, a copy of the notice of each scheduled proceeding that is provided to the employee by the agency responsible for providing notice to the employee. .

An employee taking victims of crime leave must utilize all accrued vacation (if eligible) before continuing leave on an unpaid basis. Consistent with all applicable law, the Company shall maintain the confidentiality of any employee requesting victims of crime leave and any records regarding the employee's leave pursuant to this section.

Retaliation, including demotion, termination of employment, failure to hire, discrimination or other actions affecting compensation or other terms, conditions or privileges of employment, for exercising rights under this section, is strictly prohibited.

## **Arizona Weapons**

It is the intent of the Company to provide a safe and secure workplace for employees, clients, customers/patrons of our clients, visitors, and others with whom we do business. The Company has "zero tolerance" for, and expressly forbids the possession of, while on Company/client property, any type of weapon, firearm, explosive, and/or ammunition. For purposes of this policy, Company property includes, but is not limited to, all Company facilities, Company-provided parking areas and vehicles and equipment that are either leased or owned by the Company or a Company client. In addition, the Company strictly prohibits the unlawful carrying or possession of any weapon in a parking facility or parking area, including in employee-owned vehicles parked on Company property; provided, however, employees and other third-party invitees are permitted to possess legally-owned firearms that are either locked inside or locked to a personal vehicle or locked in a compartment on a personal motorcycle and not visible from the outside when the employee or invitee is lawfully on Company/client property.

With the limited exception for legally owned firearms set out above, the possession of firearms or other weapons on Company property may be cause for discipline including, but not limited to, immediate termination of employment. In enforcing this policy, the Company reserves the right to request inspections of any employee and their personal effects (excepting personal vehicles), while on Company property. Any employee who refuses to allow such an inspection will be subject to the same disciplinary action as having been found in possession of firearms or other weapons.

Employees within the Company share the responsibility of identifying violators of this policy. An employee who either witnesses or suspects another individual of violating this policy should immediately report this information to their onsite supervisor.

## **Arizona Voting**

It is the policy of the Company to permit employees to be absent from work to vote in local, state or national elections. Employees who cannot reach their polling place outside of work hours will be permitted up to three hours without loss of pay to vote at the beginning or end of their regular work shift. Time off will not be granted if an employee's work schedule begins more than three (3) consecutive hours after polls open or ends more than three

(3) consecutive hours before polls close. Employees must notify their supervisor at least two (2) working days in advance to arrange a mutually agreeable time. Evidence of voter registration and voting may be required.

In addition, employees are allowed unpaid time off to serve as election officials on Election Day. Employees requesting such unpaid leave must notify their manager as far in advance as possible.

## **Arizona Alcohol and Drug Testing**

### **Medical Marijuana**

The Company recognizes and complies with the provisions applicable to employers under the Arizona Medical Marijuana Act. Accordingly, any employee who possesses a Registry Identification Card issued by the Arizona Department of Health Services will not suffer any consequence or adverse employment action because: (1) the employee possesses such Card, or (2) because the employee tests positive for marijuana components or metabolites, unless the employee used, possessed, or was impaired by marijuana on the premises of the Company or during the hours of employment. The Company does not, however, allow any employee to ingest marijuana at work or during working hours or work while under the influence of marijuana, and may discipline employees for such misconduct.

## **Food Handler Cards**

All Company employees who handle food in Maricopa County are required by law to receive training in food safety and provide documentation evidencing the completion of such training to the Company. A food service worker is person who is involved in the preparation, storage or service of food in a food facility. For the Company's purposes, this includes wait staff, chefs, head cooks, cooks, bussers, bartenders, hosts/hostesses who handle food and supervisory personnel or managers. Employees with a Certified Food Manager card are compliant with Arizona law. Documentation evidencing completion of training (or Certified Food Manager card) must be presented to the General/Office Manager within 30 days from the date of hire. The Company will keep a copy of such documentation in the employee's personnel file.

The Company is not required by law to pay an employee's time and expense in obtaining an Arizona Food Handler Card and generally will not pay these costs. The online test can be taken for a minimal fee at various websites, including for example, [www.servsafe.com/starters](http://www.servsafe.com/starters) or [www.statefoodsafety.com](http://www.statefoodsafety.com). The Company provides these website addresses as a convenience only and does not endorse or otherwise verify the courses offered thereon. Arizona counties may have different Food Service Worker Card requirements; please check with your Staffing Manager.

## **Constructive Discharge**

An employee is encouraged to communicate to the Company whenever the employee believes working conditions may become intolerable to the employee and may cause the employee to resign. Under Arizona Revised Statutes § 23-1502, an employee may be required to notify an appropriate representative of the employer in writing that a working condition exists that the employee believes is intolerable—objectively so difficult or unpleasant—that the employee feels compelled to, or intends to, resign or that constitutes a constructive discharge, if the employee wants to preserve the right to bring a claim against the employer alleging that the working condition forced the employee to resign.

Under the law, an employee may be required to wait for fifteen (15) calendar days after providing written notice before the employee may resign if the employee desires to preserve the right to bring a constructive discharge claim against the employer. An employee may be entitled to paid or unpaid leave of absence of up to fifteen (15) calendar days while waiting for the employer to respond to the employee's written communication about the employee's working condition.

### Prohibited Forms of Discrimination, Harassment, and Retaliation

#### Equal Employment Opportunity and Nondiscrimination

The Company is an equal opportunity employer and makes employment decisions on the basis of merit. We want to have the best available people in every job. Therefore, the Company does not discriminate, and does not permit its employees to discriminate against other employees or applicants because of race (including traits historically associated with race, such as, without limitation, hair texture and protected hairstyles like braids, locs, afros, and twists), color, ethnicity, religion (including religious dress and grooming practices), sex or gender (including breastfeeding), sexual orientation, gender identity or expression, pregnancy, marital status, national origin, citizenship, political activity, veteran status, membership in state or federal military forces or military reserves, ancestry, age (40 or over), physical or mental disability (an impairment that limits a major life activity), medical condition (cancer-related or genetic characteristic), reproductive health decisions, genetic information (including, but not limited to information about an individual's genetic tests and the genetic tests of an individual's family members, information about the manifestation of a disease or disorder in an individual's family members, an individual's request for, or receipt of, genetic services, or participation in clinical research that includes genetic services by the individual or a family member of the individual, and the genetic information of a fetus carried by any individual or by a pregnant woman who is a family member of the individual and the genetic information of any embryo legally held by the individual or family member using an assisted reproductive technology), being a victim of domestic violence, stalking, or sexual assault, taking and/or requesting family or other protected leave, qualifying acts of physical violence, serving as a juror, complying with legal obligations to appear as a witness in proceedings, or any other unlawful consideration, including the intersection of multiple characteristics. The Company will extend equal employment opportunity to all persons in all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, compensation, benefits, discipline, layoff, recall, and termination. Regardless of position, any employee who discriminates against another employee or a third party based on any of the above categories will be subject to discipline up to and including termination.

#### Investigation and Complaint Procedure

If any employee believes that the above procedure has not resolved a complaint of discrimination, harassment, or retaliation, that employee may contact the California Civil Rights Department (CRD) at (800) 884-1684 to determine the location of the branch of the CRD that is nearest to the employee to file a claim within one (1) year of the date that the discrimination, harassment, and/or retaliation occurred. The CRD serves as a neutral fact finder and will attempt to assist the parties to voluntarily resolve their dispute. In the event that the CRD is unable to obtain voluntary resolution and finds that discrimination, harassment, and/or retaliation has occurred, the CRD may hold a hearing and award reinstatement, back pay and monetary damages.

If you are interested in learning more about sexual harassment training and prevention, you can visit the California Civil Rights Department's sexual harassment training and prevention portal, found here: <https://calcivilrights.ca.gov/shpt/>.

### Meal And Rest Periods

The Company recognizes that it is important to our employees' physical and mental well-being to take breaks from work throughout the workday. The law protects non-exempt employees' rights to take time away in the form of meal and rest periods, and those rules and policies are set forth below.

The Company therefore wants to remind all employees that as much as hard work is a priority, so too is our breaktime. To that end, we want to emphasize that NO MANAGER OR SUPERVISOR HAS THE AUTHORITY TO MAKE YOU WORK OFF THE CLOCK, OR THROUGH YOUR BREAK, unless you receive the compensation that is required under the law. If for some reason that is occurring, we at the Company want to know, and we want you to advise your General/Office Manager, in writing.

## **Duty-Free and Uninterrupted Meal Periods**

California law has very specific requirements about meal periods and rest breaks. The Company does everything within its power to abide by those rules. Due to the fact that most of our non-exempt employees are typically on-shift in a location away from The Party Staff's premises, we rely upon you to tell us if you fail to timely get a meal and/or rest break. We can't help you if you don't communicate with us, so please take this very seriously. Failure to abide by these rules will result in discipline, up to and including termination.

All field staff receive a full 30-minute unpaid, uninterrupted meal period when they work more than five (5) hours, and a second full 30-minute unpaid, uninterrupted meal period when they work more than ten (10) hours. Employees will be completely relieved of all duty during the meal periods and may leave the event location (as long as you are back on time). Your supervisor may adjust the timing of the meal period in order to accommodate production and individual needs. However, the 30-minute meal period must commence within five (5) hours of the start of your shift. You may not add your breaks to your meal period so that you can take a longer meal period. Don't ask to work through your meal period or breaks so that you can either come in late or leave early.

For the Company's purposes, the sole exception to this rule is if the shift will be completed within six (6) hours. Employees that are scheduled to work six (6) hours or less but more than five (5) hours in a given day are permitted to waive their 30-minute meal period and receive full compensation for their time worked. That is to say, employees scheduled to work for six (6) hours in a given day may decide not to take their lunch break after five (5) hours (only to return for an hour) but may instead work throughout.

If the client states the shift will be no longer than six (6) hours and you have signed the meal period waiver, feel free to let the client know you prefer to finish the shift and have agreed to waive the meal period. PLEASE DO NOT CONFUSE THIS! It does not mean that you can waive your 30-minute break if the shift lasts more than six (6) hours. If the shift is expected to last more than six (6) hours you MUST take that break and must do so within the first five (5) hours of the start of work. This is not something that is negotiable.

Similarly, employees that are scheduled to work more than ten (10) hours in one day but less than 12 are permitted to waive their second 30-minute meal. However, if an employee missed his or her first meal period, he or she is not eligible to waive their second meal period and must actually take their second meal period.

## **Duty-Free and Uninterrupted Rest Periods**

Field staff are entitled to take a paid duty-free and uninterrupted net 10-minute rest period for each 4-hour work shift or major portion of 4 hours (i.e., more than 2 hours), except that employee whose work shift will end in 3.5 hours or less are not entitled to a rest period. Duty-free and uninterrupted rest periods are provided as follows: (1) employees working between 3.5 hours to 6 hours are entitled to take one duty-free rest period of 10 minutes; (2) employees working shifts over 6 hours and up to 10 hours are entitled to take two duty-free rest periods of 10 minutes each; (3) employees working shifts of more than 10 hours to 14 hours are entitled to take three duty-free rest periods of 10 minutes each, and so on. There will generally be enough down time during the events to use this rest break to use the restroom, make a phone call, or grab something to drink. You are free to use your break time as you wish but you are expected to return on-time at the conclusion of the break.

You will also be provided an extra 5 minutes of paid rest break to cool down if you are working outdoors in temperatures over 85 degrees, if you feel the need to do so to avoid overheating.

Your duty-free and uninterrupted rest period should be taken in the middle of your 4-hour work period whenever possible. You may not extend the time you have available to you for a duty-free and uninterrupted rest period by combining rest periods or by adding rest periods to a meal period. You are permitted to leave the premises during your rest breaks, but you must be prepared to resume your work duties promptly at the conclusion of the 10-minute break.

Field staff are also entitled to receive a consecutive ten (10) minute uninterrupted, paid rest break for every four (4) hours of work or major portion thereof.

Employees will also be provided an extra five (5) minutes of paid rest break to cool down at points throughout the day, if they are working outdoors in temperatures over 85 degrees, if they feel the need to do so to avoid overheating.

Employees are permitted to leave the premises during their meal periods and rest breaks.

When offered a break, always politely ask if it is a short (ten (10) minute) break or if the client is offering you a meal period. If you are approaching the five-hour mark and have not been offered a meal period, make sure to find the client and/or a Captain/Lead and advise them of such. We specifically instruct our clients and Captains/Leads about the meal period requirements and expect them to abide, but we need you to do your part to help make sure you get all of the breaks that you are entitled to. Some clients may expect that you will take your rest breaks on an as-needed basis throughout the event and may not specifically instruct you to take a rest break. If that happens, use your discretion and take the rest break when needed without unduly interfering with the flow of the event. In the rare instance that you feel you have not yet had an opportunity to take the rest break please advise the client and/or a Lead/Captain and they will arrange for you to get your break.

## **No Working During Rest and Meal Periods**

You are not expected to remain “on call” nor to remain available to respond to messages, monitor radios, telephones, email or other messaging devices during meal and rest periods.

## **Reporting Violations**

Meal and rest periods are critical to maintaining health and safety and therefore all non-exempt employees are expected to take all breaks provided. As always, communication is paramount. If for any reason your schedule does not allow you to take a meal period or rest break, you must notify the Captain/Lead at the event immediately and must also advise the General/Office Manager of the occurrence in writing by the next business day; it will otherwise be presumed that you have taken your required breaks.

If you do not report a missed, late, short, or interrupted meal or rest break and the Company has not otherwise authorized the missed break in writing, you will be presumed to have taken your meal and rest breaks in compliance with Company policies. Failure to comply with this policy may result in disciplinary action, up to and including termination.

Please also refer to the Timekeeping Requirements policy.

## **Overtime**

The Company will pay overtime for its California employees at the rate of one and one half (1½) times an employee's regular rate of pay to non-exempt employees for hours worked over forty (40) hours in a work week or eight (8) in a workday. In addition, the Company will pay one and one half (1½) times an employee's regular rate of pay to non-exempt employees for the first eight (8) hours worked by the employee on his or her seventh (7th) consecutive day of work in a work week.

The Company will pay overtime for its California employees at the rate of two (2) times a non-exempt employee's regular rate of pay to hourly employees for hours worked over twelve (12) in a workday. The Company will pay overtime at the rate of two (2) times an employee's regular rate of pay to hourly employees for hours worked over eight (8) by the employee on his or her seventh consecutive day of work in a work week.

## **Family and Medical Care Leave**

For employees in California, the Company's Family Medical Leave policy, above, applies so long as the Company employs five (5) or more employees in California.

## **California Sick Leave**

In order to minimize the economic hardships that may result from short-term illness or injury, the Company provides sick leave benefits. Employees begin accruing sick leave benefits on July 1, 2015 or, if hired after July, 2015, on the first day of employment. Employees must, however, have worked for 30 days in California within the calendar year and must satisfy a 90-day continuous employment period before he or she can actually take any sick leave. Only once these requirements are satisfied will an employee be eligible to use sick leave accrued.

Employees accrue one (1) hour of sick pay for each 30 hours worked, up to a maximum of 80 hours or ten (10) days. Sick leave does not accrue on a fractional basis and you must work the full 30 hours in order to accrue the one (1) hour of sick leave. Accrued, but unused, sick leave will be carried over to the following year up to the maximum accrual cap of 80 hours or ten (10) days. Employees will be paid sick leave at their regular rate of pay at the time the sick leave is taken. Employees will only be paid for the number of hours actually scheduled to work, or, if there is no set schedule, the average number of hours worked by the employee over the workweek.

Sick leave is available in the case of actual illness or injury of an employee or family member, including children, spouse or registered domestic partner, parents, grandparents, grandchildren, siblings, or any other "designated person" (a designated person is someone related to you by blood or whose association with you is equivalent to a family relationship), or to see a healthcare provider for preventive care. Sick leave is also available if an employee, or a member of the employee's family, has been the victim of a crime and the employee needs to take time off in order to attend judicial proceedings relating to the crime.

Once an employee meets the eligibility requirements (i.e., worked 30 days/events in California and has worked for the Company for at least 90 continuous days), sick leave may be taken as it accrues, up to a maximum of 24 hours or three (3) days within a calendar year. If no sick time is available the time off shall be unpaid. Sick leave can be used in increments of no less than two (2) hours. Due to the nature of our business, you must provide as much advance notice of the sick leave as is practicable under the circumstances. If you fail to provide advance notice when you otherwise could have you will be precluded from using paid sick leave. The Company counts on you to use sick leave ethically and reserves the right to request documentation related to the need for sick leave in accordance with applicable local, state or federal law. A request for documentation may occur when the circumstances surrounding the request for sick leave are suspect. Relevant examples may will include, but are not limited to, where sick leave is requested in the period after an employee has provided notice of his or her resignation from the Company, after or before a long holiday weekend, or where the employee demonstrates a pattern and practice of using sick leave to extend a weekend into a three-day weekend.

An employee will not be paid for unused sick leave, and no sick leave benefits are paid upon termination. Employees who terminate their employment with the Company and subsequently regain employment more than one year later are not entitled to regain previously unused, accrued sick leave. Paid sick leave is not considered as time worked in the computation of overtime.

**The Company's standard sick leave policy may be supplemented as follows depending on your geographic location. The sick leave benefits provided here in are not cumulative of any other state or city sick leave provision. The Company will comply with the greatest sick leave protection provided under applicable law, but in no instance will there be pyramiding of sick leave benefits.**

### **San Francisco**

Employees employed out of the Company's Oakland office who perform work in San Francisco will be entitled to accrue sick leave in accordance with local ordinances for work performed within the geographic boundaries of San

Francisco. Specifically, employees are entitled to accrue one (1) hour of sick pay for each 30 hours worked, up to 80 hours of accrued paid sick leave, which may be carried over from year to year. Employees are permitted to use all accrued sick leave hours each year, provided, however, that employees are permitted to use accrued San Francisco sick leave only when scheduled to work events within San Francisco. Unused sick leave will not be paid at time of termination. Employees may use accrued sick leave as specified above.

## **Oakland**

Employees employed out of the Company's Oakland office will be entitled to accrue sick leave in accordance with local ordinances for work performed within the geographic boundaries of Oakland. In order to be eligible, you must perform, in a particular week, at least two hours of work within the geographic boundaries of Oakland. Specifically, employees accrue one (1) hour of sick pay for each 30 hours worked, up to 80 hours of accrued paid sick leave, which may be carried over from year to year. Employees are permitted to use all accrued sick leave hours each year, provided, however, that employees are permitted to use accrued Oakland sick leave only when scheduled to work events within Oakland. Unused sick leave will not be paid at time of termination. Employees may use accrued sick leave as specified above.

## **Los Angeles**

Employees employed out of the Company's Los Angeles office will be entitled to accrue sick leave in accordance with local ordinances for work performed within the geographic boundaries of Los Angeles. In order to be eligible, you must perform, in a particular week, at least two hours of work within the geographic boundaries of Los Angeles and must also have worked in Los Angeles—on or after July 1, 2016—for the Company for 30 days or more within a year from the commencement of employment. Specifically, employees accrue one (1) hour of sick pay for each 30 hours worked, up to 80 hours of accrued paid sick leave, which may be carried over from year to year. Employees are permitted to use 48 hours of sick leave hours each year, provided, however, that employees are permitted to use accrued Los Angeles sick leave only when scheduled to work events within Los Angeles. Unused sick leave will not be paid at time of termination. Employees may use accrued sick leave as specified above.

## **Santa Monica**

Employees employed out of the Company's Los Angeles office will be entitled to accrue sick leave in accordance with local ordinances for work performed within the geographic boundaries of Santa Monica. In order to be eligible, you must perform, in a particular week, at least two hours of work within the geographic boundaries of Santa Monica. Employees are entitled to accrue up to 80 hours of accrued paid sick leave, which may be carried over from year to year up to a maximum of 80 hours. Employees are permitted to use 72 hours of sick leave hours each year, provided, however, that employees are permitted to use accrued Santa Monica sick leave only when scheduled to work events within Santa Monica. Unused sick leave will not be paid at time of termination. Employees may use accrued sick leave as specified above.

## **San Diego**

Employees employed out of the Company's San Diego office will be entitled to accrue sick leave in accordance with local ordinances for work performed within the geographic boundaries of San Diego. In order to be eligible, you must perform, in a particular week, at least two hours of work within the geographic boundaries of San Diego. Specifically, employees accrue one (1) hour of sick pay for each 30 hours worked, with an accrual cap of 80 hours. However, employees are permitted to use 40 hours of sick leave hours each year, provided, however, that employees are permitted to use accrued San Diego sick leave only when scheduled to work events within San Diego. Unused sick leave will not be paid at time of termination. Employees may use accrued sick leave as specified above.

## **Emergency Conditions**

In the event of an emergency condition, if you reasonably believe that the workplace or worksite is unsafe, you may refuse to report to or leave the workplace or worksite within the affected emergency area until the emergency

condition that poses an imminent and ongoing risk of harm to the workplace, worksite, you, or your home has ceased. You may also access your mobile device or other communications device to seek emergency assistance, assess the safety of the situation, or communicate with a person to verify their safety in the event of an emergency condition.

You must notify your supervisor or Human Resources of the emergency condition when feasible, prior to leaving or refusing to report to the workplace or work site. If prior notification is not feasible, you must notify your supervisor or Human Resources as soon as possible.

Emergency condition as used in this policy means either 1) conditions of disaster or extreme peril to the safety of persons or property at the workplace or worksite caused by natural forces or a criminal act (e.g., hurricane, tornado, firestorm, or mass shooting), or 2) an order to evacuate your workplace, worksite, home, or your child's school due to natural disaster or a criminal act and does not include a health pandemic.

If you have any questions regarding when an emergency condition applies, or who is exempt from these emergency condition provisions, please contact your supervisor or Human Resources. You should direct any questions you have regarding your rights and obligations under this policy to your supervisor or Human Resources.

## **Physical Security**

The Company is committed to providing a workplace that is free from acts of violence or threats of violence. In keeping with this commitment, the Company has established a policy that provides "zero tolerance" for actual or threatened violence against employees, customers, visitors, or any other person who has contact with employees in the course of their duties. Security and safety in the workplace is every employee's responsibility. It is therefore essential that you understand the importance of workplace safety and security.

This will assist you and the Company in making the workplace more secure and remedying any problems and workplace security hazards that are identified before they lead to injuries.

Your welfare and the security of Company facilities require that every individual be aware of potential security risks. Immediately notify your supervisor if you see any person acting in a suspicious manner in or around Company premises.

In order to promote compliance with this policy and maximize our efforts to provide a safe and secure workplace that is free from violence, the Company, as part of its written Injury and Illness Prevention Plan, has prepared and implemented a Workplace Violence Prevention Plan, including a log of any incidents of workplace violence reported over the past five years. The Company is committed to ensuring that all of its on-site employees comply with the Plan and involve employees in the ongoing development, training and updating of the Plan, as needed.

In compliance with this Plan, the Company also provides training regarding how to report workplace violence hazards and incidents, corrective measures the Company has implemented, how to seek assistance to prevent or respond to violence, and strategies to avoid physical harm. The training will also reinforce how to access copies of the Plan or the incidents log.

Every verbal or physical threat of violence will be treated seriously by the Company. Any threat should be immediately reported to your supervisor. Where a violation of this policy is found to exist, the Company will take appropriate corrective action.

In situations where you become aware of an imminent act of violence, a threat of imminent violence, or actual violence, emergency assistance must be immediately sought. In such situations, you should immediately contact your supervisor and, if necessary and appropriate, law enforcement authorities by dialing 911. More details on how to respond to all threats of violence are contained in the Plan.

If you wish to receive a copy of the Workplace Violence Prevention Plan or the workplace violence incident log, please advise the Human Resources Department or see the Company's intranet, HRIS system, etc.

You will not be discriminated against or retaliated against as a result of making a truthful complaint or report about a credible threat of violence made against yourself, your family members, visitors, or other employees.

Your full cooperation is necessary for the Company to accomplish a secure and safe work environment. You should direct any questions you have regarding your rights and obligations under this policy or in conjunction with the Workplace Violence Prevention Plan to the Human Resources Department.

## **California Consumer Privacy Act (CCPA)**

The Company is committed to protecting employee privacy rights under California law, including the California Consumer Privacy Act of 2018 ("CCPA") as amended by the California Privacy Rights Act of 2020 ("CPRA"). The Company collects, maintains, uses, shares, and stores various categories of personal information about employees as necessary for employment purposes, including but not limited to: identification information, contact details, employment history, payroll information, benefits data, and performance records.

The Company uses this information primarily for employment-related purposes such as payroll processing, benefits administration, legal compliance, and business operations. We retain personal information for as long as necessary to fulfill these purposes or as required by law.

Employees have certain rights regarding their personal information, including:

- ❖ The right to know what personal information we collect and how we use it.
- ❖ The right to access their personal information.
- ❖ The right to request deletion of their personal information (subject to legal exceptions).
- ❖ The right to correct inaccurate personal information.
- ❖ The right to request to opt-out of the Sale or Sharing of personal information.
- ❖ The right to limit use of sensitive personal information.

Just as the Company expects you to adhere to the confidentiality policies stated in this Handbook regarding the Information of the Company and its clients, vendors and suppliers, the Company is committed to maintaining protections for your personal information consistent with these privacy laws. To exercise any privacy rights or learn more about our privacy practices, employees should contact Human Resources.

If a data breach involving personal information occurs, the Company will provide legally required notices within 30 days, or sooner if required, consistent with California law. The notice will include the categories of data affected, the type of incident, and available resources for affected employees. The Company will also maintain reasonable administrative, technical, and physical safeguards to prevent unauthorized access or disclosure of employee data.

## **Leaves of Absence**

The leaves provided for in this Employee Handbook Addendum run concurrently with the leave entitlements in the general Employee Handbook to the extent allowed by applicable law. You will receive the greater of applicable leaves provided for in this Addendum or in the general Employee Handbook, but not both, except where required by applicable law. In other words, the leave provided for in the general Employee Handbook is not cumulative of any leave provided in this Addendum unless otherwise required.

## **Pregnancy Disability Leave**

An employee will be granted a leave of absence due to disability arising from pregnancy or childbirth.

## **Request for Leave**

No employee shall be granted a pregnancy disability leave unless she submits a written request for pregnancy leave, and, in addition, furnishes a healthcare provider's written certification stating the beginning date and length of such leave. Written updates may be requested from time to time thereafter. Failure to provide the above information is grounds for denial of a pregnancy disability leave of absence.

## **Length of Leave**

A leave of absence for the birth of a child or for any other pregnancy related medical condition will be granted for the period that an employee is disabled. Prior to the birth of a child, an employee may take leave intermittently for prenatal examinations and for pregnancy related illnesses such as severe morning sickness. The maximum amount of time off for all pregnancy related conditions shall not exceed four (4) months for each pregnancy disability (the equivalent of 88 days for full-time employment). Part-time employees are entitled to a pro rata leave.

## **Compensation and Benefits**

Pregnancy disability leave is without pay. The Company will continue to pay the premium for the employee's health insurance that the Company would have paid but for the employee's leave, if applicable, for the legal duration of the leave, not to exceed four (4) months. The employee will be responsible for paying for the employee portion of the health insurance premium, if any, and such payment will be due at the same time as if it had been made by payroll deduction.

## **Return from Leave**

An employee returning from a pregnancy disability leave of absence must furnish a doctor's written certification of her fitness to perform the essential functions of her job, with or without reasonable accommodation.

Upon return from such a leave of absence, the Company will use its best efforts to return the employee to the same position held prior to the leave of absence. If this position is not available, a comparable position will be offered.

## **Lactation Accommodation**

Employees who wish to express breast milk at work may request a reasonable accommodation to do so. While the specific type of accommodations provided may vary depending on the Company's size and location, generally we will provide a private location other than a bathroom in close proximity to the employee's work area. The room or location will be safe, clean and free of hazardous materials, will contain a surface to place a breast pump and personal items, will contain a place to sit, and will have access to electricity. The Company will also provide access to a sink with running water and a refrigerator or cooling device for storing milk in close proximity to the employee's workspace.

The Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk each time the employee has a need to express milk. Employees shall, if possible, attempt to take lactation breaks concurrently with other rest breaks provided by the Company. Additional lactation breaks that do not run concurrently with other rest breaks will be unpaid.

Employees may request a lactation accommodation by contacting Human Resources, preferably in writing. If for some reason the Company is unable to provide the employee with accommodations in accordance with this Lactation Policy, it will provide the employee with a written response.

Employees who believe the Company has not provided reasonable lactation accommodations in violation of the California Labor Code may file a complaint with the California Labor Commissioner.

## **Organ and Bone Marrow Donor Leave**

An employee will be granted a leave of absence due to their donation of an organ or bone marrow to another person.

## **Request for Leave**

No employee shall be granted an organ or bone marrow leave unless he/she submits a written request for leave stating that s/he is an organ or bone marrow donor and showing a medical necessity for the donation of the organ or bone marrow. Failure to provide the above information is grounds for denial of this leave of absence.

## **Length of Leave**

Leave time due to organ donation may not exceed 30 days off in any 12-month period, commencing with the first day on which any such leave is taken.

Leave time due to bone marrow donation may not exceed five (5) days off in any 12-month period, commencing with the first day on which any such leave is taken.

Leave may be taken in one or more periods, but in no event is an employee entitled to a greater leave than specified above.

## **Compensation and Benefits**

The first thirty (30) business days of organ donor leave, and the first five (5) business days of a bone marrow donor leave are with pay. During this time, employees will be paid their usual and customary salary/daily rate while on such leave. The second thirty (30) days of organ donor leave, if needed, will be unpaid.

Time spent on an organ or bone marrow donor leave will not constitute a break in service for any reason. To the extent an employee receives benefits under a group health plan benefits, the Company will continue to pay the portion of the premium for the employee's health insurance that the Company would have paid but for the employee's leave. The employee will still be responsible for paying their portion of health insurance premiums during any period of leave under this policy.

## **Use of Sick Leave**

The Company requires employees taking leave to donate bone marrow to use no more than five days of earned but unused sick leave. The Company requires employees taking leave to donate an organ to use their earned but unused sick leave, up to a maximum of two (2) weeks depending on the length of your leave.

## **Return from Leave**

Upon return from such a leave of absence, the Company will use its best efforts to return the employee to the same position the employee held prior to the leave of absence. If this position is not available, a comparable position will be offered.

## **Military Spouse Leave**

A qualified employee whose spouse or registered domestic partner is a member of the Armed Forces, National Guard or Reserves is entitled to take ten (10) unpaid days off from work while the spouse or registered domestic partner is on leave from active military deployment. In order to qualify, you must be regularly scheduled to work 20 hours or more per week and you must have a spouse or registered domestic partner who is a service member actively deployed during a period of military conflict. You must provide the Company with notice within at least two (2) business days of receiving official notice that your spouse will be on leave from deployment and that you wish to take leave. You must also provide the Company with written documentation certifying that your spouse or registered domestic partner will be on leave from deployment and the respective dates of the deployment leave.

## **Leave of Absence for Emergency Service**

The Company will give time off to an employee to perform emergency duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel, or to receive training for any of these services.

No action will be taken against any employee in any manner for requesting or taking any time off as provided for in this Section of the Handbook.

### **Civil Air Patrol Leave**

An employee who is a volunteer member of the California Wing of the civilian auxiliary of the United States Air Force shall be allowed no fewer than ten (10) days per year of unpaid Civil Air Patrol leave for responding to emergency operational missions consistent with the provisions of the Civil Air Patrol Employment Protection Act. Any leave taken under this provision shall not exceed three (3) days per emergency operational mission, unless an extension of time is granted by the authorizing governmental entity and approved by the Company. The Company may require certification to verify your eligibility for this leave.

### **Leave of Absence for Emergency Service for Fire or Law Enforcement Training**

An employee who is a volunteer firefighter will be granted leaves of absence not to exceed a total of fourteen (14) days in any calendar year for the purpose of engaging in fire or law enforcement training. If you need time off on account of such training, you should notify your supervisor as soon as possible so that arrangements to accommodate your absence may be made.

Time off to serve or train as a volunteer firefighter is unpaid, however, you may choose to use accrued vacation (if eligible) during this time off.

No action will be taken against any employee in any manner for requesting or taking any time off as provided for in this Section of the Handbook.

### **School Visitation and Child Care Provider Leave**

The Company recognizes the importance of participation by employees in school and child care activities of their children and of those children to whom they stand in loco parentis under the law. Therefore, the Company allows such parents and guardians to take off from work up to forty (40) hours each year for the purposes of finding or enrolling children in a school or with a licensed child care provider, to participate in the activities of the school or licensed child care provider, or to address a school or child care provider emergency. Unless addressing an emergency, before taking leave, the employee shall give reasonable notice to the Company of the planned absence. Time off for participation in the activities of a school or licensed child care provider, shall not exceed eight (8) hours in any calendar month of the year.

Employees taking leave for the purposes authorized herein shall provide the Company with documentation from the school or licensed childcare provider.

If both parents of a child are employed by the Company, only one (1) parent may take time off to attend a particular school activity. The parent who first gives notice of a planned absence will have preference for time off.

You must use vacation time (if eligible) for such absences; otherwise, school visitation time will be unpaid. However, the salary of an exempt employee will not be reduced if he or she misses only a portion of a day for school-related activities.

No action will be taken against any employee in any manner for requesting or taking any time off as provided for in this Section of the Handbook.

### **Alcohol and Drug Rehabilitation Leave**

The Company wishes to assist employees who recognize that they have a problem with alcohol or drug use that may interfere with their ability to perform their job in a satisfactory manner.

If you have a problem with alcohol or drugs and decide to enroll voluntarily in a rehabilitation program, you may use any paid time off available and/or will be given unpaid time off to participate in the program unless it would result in an undue hardship to the Company. If you request time off to participate in such a program, the Company will also make reasonable efforts to keep confidential the fact that you have done so.

The leave will be subject to the same provisions and rules as apply to medical leaves.

No action will be taken against any employee in any manner for requesting or taking any leave of absence provided for in this Section of the Handbook. However, the Company will not continue to employ any person whose performance of essential job functions is impaired by drug or alcohol use. Nor will the Company re-employ any person who has participated in alcohol and drug rehabilitation if the person's job performance remains impaired as a result of dependency. Employees who are given the opportunity to seek rehabilitation, but fail to successfully overcome their dependency will not be given a second opportunity to seek treatment.

This policy on treatment and rehabilitation is not intended to affect the Company's treatment of employees who violate the Company's drug and alcohol policy. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

## **Judicial Leaves**

### **Court Appearance**

An employee, including a victim of a crime, may take time off to appear in court as a witness in order to comply with a subpoena or other order.

If you need time off to appear as a witness, you should bring the subpoena or court order to your manager immediately after it is received so that arrangements to accommodate your absence may be made.

While taking time off to appear as a witness, you are expected to report for work whenever the court schedule permits. Time off to appear as a witness is unpaid. However, you must use any available sick/vacation time (if eligible). You may also keep any appearance, witness, or mileage fees paid by the court.

### **Victims of Certain Crimes: Time Off to Obtain Legal Help or Treatment**

Employees who are victims of certain crimes may take time off as set forth in this policy. The crimes considered under this policy are those that caused the employee to suffer either: (1) physical injury; or (2) mental injury and a threat of physical injury (referred to as "Crime" in this policy). If you are a victim of a Crime, you may take time off in order to obtain judicial relief to help ensure the health, safety, or welfare of you or your child.

If you are a victim of a Crime, you may also take time off for any of the following: (1) to seek medical attention due to the Crime; (2) to obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence; (3) to obtain psychological counseling needed as a result of the Crime; or (4) to participate in safety planning and take other actions to increase safety from future domestic violence, qualifying acts of physical violence, sexual assault, or stalking.

If you need time off on account of a Crime, you should notify your supervisor as soon as possible so that arrangements to accommodate your absence may be made. If advance notice is not possible, you must provide appropriate written certification of the reason for your absence upon your return to work.

The Company will make reasonable efforts to maintain the confidentiality of any employee requesting time off under this policy.

Time off under this policy is unpaid. However, you must use any available vacation time.

## **Victims of Felonies: Time Off to Attend Judicial Proceedings**

An employee who is a victim of a felony, or whose spouse, registered domestic partner, child, stepchild, sibling, step sibling, parent, or stepparent is a victim of a felony, may take time off in order to attend judicial proceedings relating to the crime. The Company will not discriminate or retaliate against you in any way for your appearance at any proceeding where you or someone else is a victim of a crime.

If you need such time off, you must give your manager a copy of the notice of the scheduled proceeding. If advance notice is not possible, you must provide a copy of documentation relating to the judicial proceeding within a reasonable period of time after your return to work.

## **Voting Time Leave**

It is the policy of the Company to permit employees to be absent from work to vote in local, state or national elections. Employees who cannot reach their polling place outside of work hours will be permitted up to two (2) hours without loss of pay to vote at the beginning or end of their regular work shift. Employees must notify their supervisor at least two (2) working days in advance to arrange a mutually agreeable time. Evidence of voter registration and voting may be required.

In addition, employees are allowed unpaid time off to serve as election officials on Election Day. Employees requesting such unpaid leave must notify their supervisor as far in advance as possible.

## **Bereavement Leave**

If you suffer the death of a Family Member (as defined above in the Family and Medical Care Leave policy), the Company will provide you with up to 5 days of leave so that you can attend the funeral and see to other arrangements, provided that you have been employed with the Company for at least 30 days.

You do not need to take days off consecutively under this policy. However, any leave you choose to take under this policy must occur within 3 months of your Family Member's death. As provided in the above Bereavement Leave policy in the main body of the Handbook, the Company will provide 3 days of paid leave under its policy; if you choose to use the remaining 2 days of leave it will be unpaid, but you may use any accrued and unused vacation or sick leave to have the time off be paid. The Company is not permitted to request documentation regarding the death of the Family Member. For this policy, "documentation" includes, but is not limited to, a death certificate, published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

The Company will not discriminate against, retaliate against, or subject you to any adverse employment action for requesting and/or taking leave under this policy. The Company will make reasonable efforts to maintain the confidentiality of your request, related documentation, and any leave taken under this policy.

The Company will provide you with 1 day off without pay so that you can attend services for non-immediate family, but you can use any accrued and unused vacation or sick leave to have the time off be paid.

## **Reproductive Loss Leave**

The Company understands that a reproductive loss, whether through miscarriage, surrogacy, unsuccessful adoption, or otherwise, is an incredibly difficult time. If you experience a reproductive loss, the Company will provide you with up to 5 days of leave for the loss. A reproductive loss means a failed adoption, failed surrogacy, miscarriage, stillbirth, or other unsuccessful assisted reproduction. Employees who may take this leave include the person who experienced the loss, their spouse or domestic partner. If you experience more than one reproductive loss within a calendar year, the total leave provided will not exceed 20 days for a 12-month period.

You do not need to take these days off consecutively under this policy. However, any leave you choose to take under this policy must occur within 3 months of the reproductive loss, unless you elect to go on a leave as otherwise

provided in the Handbook, then the reproductive loss leave must occur within 3 months of your return from the non-reproductive loss leave. Leave taken under this policy will be unpaid, but you may use any accrued and unused vacation or sick leave to have the time off be paid.

The Company will not discriminate against, retaliate against, or subject you to any adverse employment action for requesting or taking leave under this policy. The Company will make reasonable efforts to maintain the confidentiality of your request, related documentation, and any leave taken under this policy.

## **Paid Family Leave Insurance**

All employees are covered under the state's paid family leave insurance plan (PFL). This program provides up to eight (8) weeks of partial pay in any 12-month period to an employee who is eligible under the Family Medical Leave Act, the California Family Rights Act ("CFRA"), or any Company policy, to take time off work to care for a seriously ill parent, spouse, registered domestic partner or child, grandparent, grandchild, sibling or parent-in-law, or other "designated person" (a designated person is someone related to you by blood or whose association with you is equivalent to a family relationship), or to take time off to bond with a newborn child or a newly placed adopted or foster child, or to attend to a qualifying exigency related to your or your spouse's, child's, domestic partner's, or parent's active duty in the Armed Forces of the United States. PFL does not create any additional rights to time off of work.

PFL is funded by an employee payroll deduction, according to law. PFL benefits are paid to an employee by the state.

## **Food Handler Cards**

All Company employees who handle food are required by law to have a California Food Handler Card. California law defines a food handler as a person who is involved in the preparation, storage, or service of food in a food facility. For the Company's purposes, this includes wait staff, chefs, head cooks, cooks, bussers, bartenders, hosts/hostesses who handle food and supervisory personnel or managers. Employees with a valid manager's food safety certification are compliant with the California Food Handler Card law. A valid California Food Handler Card (or manager's food safety certification) must be presented to the Staffing Department within 30 days from the date of hire. The Company may keep a copy of such documentation in the employee's personnel file.

To obtain a California Food Handler Card, food handlers will need to successfully pass a food handler test with a minimum score of 70 percent. The course and test may be online or through a trainer-led program. Cards are valid for three years. Every food handler must maintain a valid California Food Handler Card for the duration of his or her employment.

The Company is not required by law to pay an employee's time and expense in obtaining a California Food Handler Card and generally will not pay these costs. The online test can be taken for a nominal fee at various websites, including, [www.servsafe.com/starters](http://www.servsafe.com/starters), or at [www.statefoodsafety.com](http://www.statefoodsafety.com). The Company provides these website addresses as a convenience only and does not endorse or otherwise verify the courses offered thereon. The counties of California may have differing Food Handlers Card requirements, therefore please direct any questions to your hiring Party Staff office .

## **Reporting Criminal Convictions During Employment**

You have a continuing obligation to report all criminal convictions after time of initial hire. "Crime" includes any and all felony convictions, pleas of guilt or no contest on or after 18th birthday, or any misdemeanor conviction, plea of guilt or no contest. Do not disclose information for matters where the conviction records have been dismissed, sealed or expunged. Do not disclose misdemeanor convictions for which probation has been successfully completed or otherwise discharged. Do not disclose any information concerning or related to an arrest, detention, processing, diversion, supervision, adjudication, or court disposition subject to the jurisdiction of juvenile court law. Do not list convictions for marijuana or drug paraphernalia offenses that are more than two years old, or pleas that resulted in participation in a pre-trial or post-trial diversion program. If you fail to complete a pre-trial or post-

trial diversion program during your employment, you must notify the Company. While you should not disclose information about a prior arrest or detention that did not result in a conviction, you do have an ongoing obligation to report any arrest for which you are currently out on bail or on your own recognizance pending trial.

## **Arbitration**

The Company will pay for all costs of arbitration that would not otherwise be borne by the employee in a court of law.

## **San Francisco Paid Parental Leave**

Effective January 1, 2017, employees may be eligible for Supplemental Compensation during six (6) weeks of parental leave to bond with a new child. Only employees who meet ALL of the following requirements may be eligible to receive this Supplemental Compensation: You must have commenced work at least 180 days before start of your California Paid Family Leave payment period; you must work at least eight (8) hours per week; you must work in San Francisco for at least 40% of your weekly hours; and you must apply for and receive California Paid Family Leave (PFL) benefits from the State Employment Development Department (EDD). To receive the San Francisco parental leave benefits, an employee will have to apply for both the CA PFL benefits (by applying to EDD) and the SF PPLO benefits by submitting the documentation to the Company. If you have questions about applying for these benefits please visit <http://sfgov.org/olse/paid-parental-leave-calculations> to learn more.

Up to two weeks of accrued, unused vacation or sick time will be applied toward covering the cost of the required Supplemental Compensation under the SF PPLO and the accrued but unused vacation leave must be used prior to the employee's initial receipt of State PFL benefits. In this circumstance, the use of up to two weeks of vacation prior to your initial receipt of State PFL benefits will reduce the six (6) weeks of Supplemental Compensation under the SF PPLO. The State EDD will consider one of those weeks as the employee's waiting period. Your accrued but unused sick time will not be used to cover the cost of the Supplemental Compensation. If you have accrued vacation, up to 72 hours of that vacation will be used to satisfy the Supplemental Compensation.

## **San Francisco Family Friendly Workplace**

Employees who have been employed for six (6) months or more and who work at least eight (8) hours in a week on a regular basis in San Francisco may request a flexible or predictable working arrangement to assist with caregiving responsibilities. The employee may request the flexible or predictable working arrangement to assist with care for:

- ❖ a child or children under the age of eighteen;
- ❖ a person or persons with a serious health condition in a family relationship with the employee; or
- ❖ a parent (age 65 or older) of the employee.

Within 21 days of an employee's request for a flexible or predictable working arrangement described above, the Company will meet with you regarding the request. If the request is denied, the Company will provide you with a written response that sets out a bona fide business reason for the denial and notice of the right to request reconsideration.

### Texas Voting Leave Law

It is the policy of the Company to permit employees to be absent from work to vote in local, state or national elections. Employees who cannot reach their polling place outside of work hours will be permitted up to two (2) hours with pay to participate in voting. Time off will not be granted if an employee's work schedule begins or ends more than two (2) hours after polls open or end. Employees must notify their supervisor of the need to take leave as far in advance as possible to arrange a mutually agreeable time. The Company reserves the right to select the hour(s) you are excused to vote. Evidence of voter registration and voting may be required.

### Reporting Criminal Convictions During Employment

You have a continuing obligation to report all criminal convictions after time of initial hire. "Crime" includes: any and all felony convictions, pleas of guilt or no contest on or after your 18th birthday for any crime, or any misdemeanor conviction or plea of guilt or no contest. You are not required to disclose information for matters found in sealed juvenile records.

### Leaves of Absence

The leaves provided for in this Employee Handbook Addendum run concurrently with the leave entitlements in the general Employee Handbook to the extent allowed by applicable law. You will receive the greater of applicable leaves provided for in this Addendum or in the general Employee Handbook, but not both, except where required by applicable law. In other words, the leave provided for in the general Employee Handbook is not cumulative of any leave provided in this Addendum unless otherwise required.

### Witness Leave

Employees are given the necessary time off without pay to attend or participate in a court proceeding in accordance with applicable law. We ask that you notify the General/Office Manager of the need to take witness leave as far in advance as possible.

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

### Juvenile Court Attendance Leave

Employees are given the necessary time off without pay to attend juvenile court proceedings involving their child or a child for whom they are the legal guardian. We ask that you notify the Human Resources Department of the need to take leave as far in advance as is possible.

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

### Political Activity Leave

The Company will provide unpaid leave to an employee for the purpose of attending a precinct convention in which the employee is eligible to participate or to attend a county, district, or state convention to which the employee is a delegate.

Eligible employees must provide advance notice of their need for leave. The Company may also require the employee to submit documentation in support of any leave request under this policy.

### Emergency Evacuation Volunteers Leave

An employee will be provided unpaid leave to participate in a general public evacuation ordered by an emergency evacuation order as defined by state law. Emergency services personnel include fire fighters, police officers and

other peace officers, emergency medical technicians, and other individuals who are required, in the course and scope of their employment, to provide services for the benefit of the general public during emergency situations. The employee must provide the Company with as much advance notice as possible of the need for leave.

## **Texas Weapons Policy**

It is the intent of the Company to provide a safe and secure workplace for employees, clients, customers/patrons of our clients, visitors, and others with whom we do business. The Company has “zero tolerance” for, and expressly forbids the possession of, while on Company property, any type of weapon, firearm, explosive, and/or ammunition, even if the person is legally licensed to carry a weapon. For purposes of this policy, Company property includes, but is not limited to, all Company facilities, Company-provided parking areas and vehicles and equipment that are either leased or owned by the Company or a Company client. In addition, the Company strictly prohibits the unlawful carrying or possession of any weapon in a parking facility or parking area, including in employee-owned vehicles parked on Company property; provided, however, employees are permitted to possess legally-owned firearms stored in the employee’s locked motor vehicle when the employee is lawfully on Company property.

A violation of this policy may be cause for discipline including, but not limited to, immediate termination of employment. In enforcing this policy, the Company reserves the right to request inspections of any employee and their personal effects (excepting personal vehicles), while on Company property. Any employee who refuses to allow such an inspection will be subject to the same disciplinary action as having been found in possession of firearms or other weapons.

Employees within the Company share the responsibility of identifying violators of this policy. An employee who either witnesses or suspects another individual of violating this policy should immediately report this information to their onsite supervisor.

## **Food Handler Cards**

All Company employees who handle food are required by law to have a Texas Food Handler Card. Texas law defines a food handler as a person who is involved in the preparation, storage or service of food in a food facility. For the Company’s purposes, this includes wait staff, chefs, head cooks, cooks, bussers, bartenders, hosts/hostesses who handle food and supervisory personnel or managers. Employees with a valid manager’s food safety certification are compliant with the Texas Food Handler Card law. A valid Texas Food Handler Card (or manager’s food safety certification) must be presented to the Staffing Department by September 1, 2016 or within 60 days from the date of hire, whichever is later. The Company may keep a copy of such documentation in the employee’s personnel file. Every food handler must maintain a valid Texas Food Handler Card for the duration of his or her employment.

The Company is not required by law to pay an employee’s time and expense in obtaining a Texas Food Handler Card and generally will not pay these costs (unless training costs will take the employee below minimum wage, which should not happen). The online test can be taken for a minimal fee at various websites. If you have any difficulty locating a website, please contact your Staffing Manager.

## **Service Letters**

The Company will provide a service letter within 10 days of receiving a request in writing by an employee, former employee or prospective employer. The service letter will give the reason for an involuntary termination or verify that the employee resigned voluntarily and state the numbers of years and months that the employee worked in each position held at the Company and whether the employee’s work was satisfactory.

### Family Military Leave

Under Washington Family Military Leave, if your spouse is a member of the U.S. Armed Forces, National Guard, or Reserves, then Washington law may allow you to take up to 15 days of leave during a period of military conflict under the following circumstances: (1) when your spouse receives official notification that he or she will soon be called to active duty, or when he or she is ordered to active duty. Leave may be taken before, and up to, the service member's call to active duty; or (2) when your spouse is on leave from deployment.

Washington Family Military Leave is unpaid, unless you choose to use vested and accrued vacation, if applicable, to cover some or all of the time. If the leave also qualifies as FMLA, the two (2) leaves will run concurrently. Job restoration and benefits continuation rights are the same as under the FMLA and WFLA. You must notify the General/Office Manager within five (5) business days of receiving official notice either that your spouse will soon be called or ordered to active duty, or on leave from deployment. To be eligible for Washington military leave you must work an average of 20 or more hours a week.

### Paid Sick Leave

In order to minimize the economic hardships that may result from short-term illness or injury, the Company provides sick leave benefits. Employees hired after January 1, 2018, begin accruing on the first day of employment. Employees must, however, have worked for the Company for 90 days within a year from the commencement of employment and must satisfy a continuous 90-day employment period before he or she can actually take any sick leave. Only once these requirements are satisfied will an employee be eligible to use sick leave accrued.

Employees accrue one (1) hour of sick pay for each 40 hours worked. Accrued, but unused, sick leave will be carried over to the following year. Employees will be paid sick leave at their rate of pay (i.e., hourly rate of pay) at the time the sick leave is taken and not inclusive of gratuities or other discretionary amounts. Employees will only be paid for the number of hours regularly scheduled to work, or, if there is no set schedule, the number of hours the employee is reasonably anticipated to work, not inclusive of overtime.

Sick leave can be used for any of the following reasons:

- ❖ The employee, or the employee's family member is ill, injured, or is receiving medical care, treatment, diagnosis or preventative medical care;
- ❖ The employee's own mental or physical health reasons, including recovering from illness or injury, or seeking diagnosis or treatment for a condition;
- ❖ The employee to care for a family member with mental or physical health needs;
- ❖ Closure of the employee's place of business and/or the employee's child's school or place of care due to order of a public official for any health-related reason;
- ❖ Absences that qualify for leave under Washington's Domestic Violence Leave Act, Chapter 49.76 RCW

Family members include your:

- ❖ Child - This may include a biological, adopted, or foster child, stepchild, or child you are legally responsible for as well as the child's spouse.
- ❖ Parent - This may include your biological, adoptive, or foster parent, your stepparent, or someone who was your legal guardian or their spouse or registered domestic partner – or a person who was legally responsible for you when you were a minor.
- ❖ Spouse.
- ❖ Registered domestic partner.
- ❖ Employee's grandparent.
- ❖ Employee's grandchild.
- ❖ Sibling.

- ❖ Any individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee will care for the person, and that individual depends on the employee for care. It will not include an individual who simply resides in the same home with no expectation that the employee will care for the individual.

Once an employee meets the eligibility requirements (i.e., worked for the Company for at least 90 days), sick leave may be taken as it accrues. If no sick time is available (and if employee does not have vacation/paid time off available), the time off shall be unpaid. Sick leave can be used in increments of no less than one (1) hour. Unused paid sick leave of 40 hours or less will be carried over to the following year. Due to the nature of our business, you must provide as much advance notice of the sick leave as is practicable under the circumstances. If you fail to provide advance notice when you otherwise could have you may be precluded from using paid sick leave. The Company reserves the right to request documentation related to the need for sick leave in accordance with applicable state or federal law. This also may occur when the circumstances surrounding the request for sick leave are suspect. Relevant examples may include where sick leave is requested in the period after an employee has provided notice of resignation from the Company, after or before a long holiday weekend, or where the employee demonstrates a pattern and practice of using sick leave to extend a weekend into a three-day weekend.

An employee will not be paid for unused sick leave, and no sick leave benefits are paid upon termination. Paid sick leave is not considered as time worked in the computation of overtime.

## **Sick and Safe Leave Ordinance**

### **Seattle Paid Sick Leave (Employees Working in Seattle)**

A Seattle employee is defined as an employee who works in Seattle on more than an "occasional" basis.

**Occasional Employees:** Employees who perform work in Seattle on an occasional basis are subject to the Seattle Sick Leave policy only if the employee performs more than 240 hours of work in Seattle within a calendar year. Employees who perform occasional work in Seattle are required to notify Payroll of their hours worked so the Company can track Seattle hours worked. Once an employee has worked 240 hours in Seattle, he or she is eligible to accrue and use sick/safe leave subject to the applicable provisions of the Seattle Sick Leave policy. However, Occasional Employees may only accrue sick/safe leave based on Seattle hours worked and may only use accrued sick/safe leave when scheduled to work in Seattle.

**Accrual:** Seattle employees (regardless of whether employees are temporary, part time or full time, but, provided that they are not "occasional employees") are eligible to accrue sick/safe leave benefits when they are hired. Sick leave benefits cannot be used until after the 180th day of employment, and only once the employee has performed at least 240 hours of work within Seattle. Generally, employees will accrue sick/safe leave at the rate of 1 hour for every 30 hours worked. Employees may use up to 72 hours of Seattle Sick and Safe Leave per calendar year. Employees may carryover up to 72 hours of unused Seattle Sick and Safe Leave per calendar year.

If eligible, paid sick/safe time may be used for the following reasons: (1) An employee's own illness, injury or health condition; (2) Illness or injury of the employee's child, spouse, parent, parent-in-law, grandparent, or adult child with a disability, to care for the family member; (3) Medical or dental appointments for the employee or one of the employee's above family members; (4) A death in the employee's immediate family, as defined in our Bereavement Leave policy; (5) Birth of a child to the employee or the employee's spouse; (6) Reasons related to domestic violence, sexual assault, stalking or a hate crime; or (7) School or workplace closure by a public official to limit health hazards. This does not include weather or power related closures.

For absences of greater than three days, and subject to applicable federal, state and local laws, the Company may require the employee to provide documentation that one of the preceding purposes applies. If the employee fails to provide documentation satisfactory to the Company, the Company may exercise its discretion to deny the employee the use of accrued paid sick/safe leave benefits for some or all of the particular absence. If the Company identifies patterns of abuse in the use of paid sick/safe leave, it may request documentation before three (3) days.

Employees may use their accrued paid sick leave in 15-minute increments. Employees must personally and directly notify their manager as early as possible on any day that they will be absent from work for sick leave purposes. Employees who are absent for extended illnesses are asked to notify their manager on the first day they are absent and estimate when they will return to work. The manager should be notified of any change in the estimated return date as soon as possible. Employees may use vacation time (if eligible) when all sick/safe leave is exhausted, subject to any Company requirement that the employee provide documentation of the need to be absent for sick leave purposes.

Sick/safe leave is designed to be there for you if you need it. It is not additional vacation and employees cannot engage in any other employment or work while on paid sick/safe leave from the Company. Sick/safe leave does not have any cash value, nor is an employee entitled to be paid for accrued, unused sick/safe leave when employment termination occurs.

The Company will not pay employees for unused sick/safe leave upon termination of employment.

Please contact your General/Office Manager or the Human Resources Department if you have any questions regarding the Company's sick leave policy as governed by Seattle's Paid Sick and Safe Time policy.

### **Tacoma Paid Sick Leave**

All Party Staff employees (permanent, temporary, part-time, full-time) who work within the geographic boundaries of Tacoma for 80 hours or more in a calendar year will receive up to 24 hours of annual paid sick leave. Employees will earn one hour for every 40 hours worked in Tacoma, up to 24 hours within a calendar year. Employees may carry forward up to 24 hours of unused paid sick leave into the next year and may use hours carried forward up to a total not to exceed 40 hours in a year. New employees may use paid sick leave 180 days after the start of employment, provided that they have worked in Tacoma more than 80 hours in a calendar year.

Paid sick leave may be used for yourself or family member's illness; where your place of employment has been closed by order of a public official; to care for your child who school has been closed by order of public official; to seek law enforcement or legal help for domestic violence or sexual assault for yourself or family member; to seek safety from domestic violence, sexual assault, or stalking; and for bereavement of a family member. "Family member" is defined as a child, grandparent, parent, spouse (including same-sex spouse), and domestic partner. A child must be under 18 years of age or 18 and older but incapable of self-care because of a mental/physical disability.

### **Seattle Wage Theft Ordinance**

At the time of hire all employees working in the Seattle, Washington location will be provided upon hiring or change of employment, written notice containing employer's name, physical address and contact information, pay rate, pay basis, regular pay day and tip policies. At each pay period, employees will receive notification on their pay stub of the gross wages and tips earned, rate of pay, pay basis (hour, shift, day, week, commission), and all deductions.

### **Meal and Rest Periods**

Due to the fact that most of our non-exempt employees are typically on-shift in a location away from The Party Staff's premises, we rely upon you to tell us if you fail to timely get a meal and/or rest break. We can't help you if you don't communicate with us, so please take this very seriously. Failure to abide by these rules will result in discipline, up to and including termination.

All field staff receive a full 30-minute unpaid, uninterrupted meal period for every shift over five (5) consecutive hours. Meal periods must be taken not less than two (2) hours nor more than five (5) hours from the beginning of their shifts. Employees will receive an additional 30 minutes unpaid, uninterrupted break if working more than 11 hours in one day. Employees will be completely relieved of all duty during the meal periods and may leave the event location (as long as you are back on time). You may not add your breaks to your meal period so that you can

take a longer meal period. Do not ask to work through your meal period or breaks so that you can either come in late or leave early.

Field staff are also entitled to receive a consecutive ten (10) minute rest break for every four (4) hours of work. There will generally be enough down time during the events to use this rest break to use the restroom, make a phone call, or grab something to drink. You are free to use your break time as you wish but you should not leave the premises. Employees cannot be required to work more than three (3) hours without a rest break; however, scheduled rest breaks are not required where the nature of the work allows employees to take intermittent rest breaks equivalent to the required standard.

When offered a break, always politely ask if it is a short (ten minute) break or if the client is offering you a meal period. If you are approaching the five-hour mark and have not been offered a meal period, make sure to find the client and/or a Captain/Lead and advise them of such. We specifically instruct our clients and Captains/Leads about the meal period requirements and expect them to abide, but we need you to do your part to help make sure you get all of the breaks that you are entitled to. Some clients may expect that you will take your rest breaks on an as-needed basis throughout the event and may not specifically instruct you to take a rest break. If that happens, use your discretion and take the rest break when needed without unduly interfering with the flow of the event. In the rare instance that you feel you have not yet had an opportunity to take the rest break please advise the client and/or a Lead/Captain and they will arrange for you to get your break.

As always, communication is paramount. If for any reason an employee's schedule does not allow him or her to take a meal or a rest break, he or she must notify the Captain/Lead at the event immediately and must also advise the General/Office Manager of the occurrence in writing by the next business day; it will otherwise be presumed that you have taken your required breaks.

## **Food Handler Cards and Mandatory Alcohol Server Training (MAST)**

All Company employees who handle food are required by law to have a Food Handler Card. A food handler is a person who is involved in the preparation, storage or service of food in a food facility. For the Company's purposes, this includes wait staff, chefs, head cooks, cooks, bussers, bartenders, hosts/hostesses who handle food and supervisory personnel or managers. Employees with a valid manager's food safety certification are compliant with the law. A valid Food Handler Card (or manager's food safety certification) must be presented to the General/Office Manager within 14 days from the date of hire. The Company may keep a copy of such documentation in the employee's personnel file.

To obtain a Food Handler Card, food handlers will need to successfully pass a food handler test. The course and test may be online or through a trainer-led program. Your first food handler card is valid for two years, and renewal cards are valid for three to five years. Every food handler must maintain a valid Food Handler Card for the duration of his or her employment.

All employees who serve alcohol are required to undergo MAST training and obtain a MAST permit. The MAST permit is valid for five years. A valid MAST certificate must be presented to the General/Office Manager within 14 days from the date of hire if employed in a bartender or server position.

## **Marijuana Use Laws**

Although state law has legalized cannabis for medicinal and recreational purposes, the Company is not required to allow the medicinal or recreational use of cannabis while working or in the workplace. Being impaired at work by the use of cannabis is strictly prohibited and may result in discipline, up to and including termination.

You may not use, possess, transfer, distribute, manufacture or sell cannabis while on our property, while on duty, or while representing the Company in any manner. You also may not report for work, begin work, or remain on duty while impaired by any legal or prescription drug, including cannabis, where the ability to perform your job is impacted or you create a danger in the workplace.

However, the Company recognizes your right to use cannabis off the job and away from the workplace and will not discriminate or take any adverse action against an employee for such off duty use. The Company will also not employ any testing mechanisms that test for any non-psychoactive marijuana components.

## **Leaves of Absence**

The leaves provided for in this Employee Handbook Addendum run concurrently with the leave entitlements in the general Employee Handbook to the extent allowed by applicable law. You will receive the greater of applicable leaves provided for in this Addendum or in the general Employee Handbook, but not both, except where required by applicable law. In other words, the leave provided for in the general Employee Handbook is not cumulative of any leave provided in this Addendum unless otherwise required.

## **Washington Family and Medical Leave (Including Pregnancy Disability Leave)**

The Washington Family Leave Act (WFLA) is very similar to the federal Family and Medical Leave Act (FMLA) and leave under the WFLA normally runs concurrently with FMLA leave. Thus, Washington employees should see the FMLA policy in Party Staff's handbook which apply to eligible employees who work in Washington. The WFLA makes two important exceptions to rules established by FMLA.

An employee will be granted a leave of absence due to disability arising from pregnancy or childbirth.

### **Request for Leave**

No employee shall be granted a pregnancy disability leave unless she submits a written request for pregnancy leave, and, in addition, furnishes a healthcare provider's written certification stating the beginning date and length of such leave. Written updates may be requested from time to time thereafter. Failure to provide the above information is grounds for denial of a pregnancy disability leave of absence.

### **Length of Leave**

If you need leave because you become sick or temporarily disabled due to pregnancy or childbirth, and if you qualify for FMLA leave, then you will be granted time off for your pregnancy-related disability in addition to the 12 weeks of leave that you are entitled to take under FMLA. The length of the additional leave will be the amount of time you are certified by your health care provider as sick or temporarily disabled due to pregnancy or childbirth. Prior to the birth of a child, an employee may take leave intermittently for prenatal examinations and for pregnancy related illnesses such as severe morning sickness.

### **Compensation and Benefits**

Pregnancy disability leave is without pay. The Company will, however, continue to pay the premium for the employee's health insurance that the Company would have paid but for the employee's leave, for the duration of the leave, if applicable. The employee will be responsible for paying for the employee portion of the health insurance premium, and such payment will be due at the same time as if it had been made by payroll deduction.

### **Return from Leave**

An employee returning from a pregnancy disability leave of absence must furnish a healthcare provider's written certification of her fitness to perform the essential functions of her job, with or without reasonable accommodation.

Upon return from such a leave of absence, the Company will use its best efforts to return the employee to the same position held prior to the leave of absence or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment at a workplace within 20 miles of the employee's workplace when the leave began.

## **Paid Family & Medical Leave Law**

Effective January 1, 2020, employees who work at least 820 hours annually (16 hours per week) in Washington will be eligible for up to 18 weeks of paid leave per year. Paid Family and Medical Leave law benefits are funded by the State of Washington with funds from taxes collected from employers. Determination of eligibility is made by the State of Washington.

There are six kinds of events for which you may be eligible for Paid Family Leave benefits. Each kind of leave has its own eligibility rules and its own limit on the length of time you can receive benefits in a year. The types of leave for which you may receive benefits are:

- ❖ Bonding with a newborn, adopted, or foster child;
- ❖ Recovering from incapacity due to pregnancy or prenatal care;
- ❖ Bereaving the death of a child in certain circumstances;
- ❖ Recovering from surgery, a serious illness or injury;
- ❖ Supporting a family member with a serious medical condition; and
- ❖ Certain events connected to a family member's active-duty military service.

If an employee has experienced an event that may qualify for benefits, he or she can learn more about applying for benefits through Washington's Employment Security Department. In addition, an employee applying for benefits will need to get certified—usually from a medical provider. If the employee has a planned qualifying event, such as the birth of a child or scheduled surgery, the employee will need to give Employer 30 days' advanced notice.

If an employee applies for and receives paid leave, the employee must take a minimum increment of at least eight hours of paid leave in row. An employee can use paid leave for a year after the leave begins, but if it is not used within one year, it will not carry over into the next year. Paid leave is subject to waiting periods.

For more information go to [www.paidleave.wa.gov](http://www.paidleave.wa.gov).

## **Washington Family Care Act**

Under Washington's Family Care Act, employees are entitled to use their choice of their vested and accrued sick leave or other paid time off (such as vacation) to care for the employee's child with a health condition that requires treatment or supervision, or to care for the employee's spouse, parent, parent-in-law, or grandparent who has a serious health condition or an emergency health condition.

According to this law, the employee's "child" includes a biological, adopted, or foster child, a stepchild, a legal ward, or a child for whom the employee is deemed by law to be standing in the place of a parent ("in loco parentis"). The children covered by this policy must be either: (1) under age 18, or (2) age 18 or older, but not capable of self-care because of a mental or physical disability.

Employees who use their vested and accrued paid leave for one of the above family care purposes must comply with the Company's policies about the use of this paid time off (except for any policies about the choice of the type of leave).

The Washington Family Care Act only applies to the use of paid leave. If you need unpaid time off for family care purposes, please review the general Family and Medical Leave Policy in the overall handbook and the above Washington Family and Medical Leave policy. If leave taken under the Washington Family Care Act also qualifies under federal and state family and medical leave laws, all forms of leave will run concurrently.

## **Volunteer Civil Service Leave**

No employee shall be disciplined for taking time off to perform emergency duty as a volunteer firefighter, peace officer, or emergency rescue personnel (Civil Air Patrol). You are also eligible for unpaid leave for required training. You may choose to use accrued vacation (if eligible) during this time. If you are an official volunteer

firefighter you will be granted leaves of absence not to exceed a total of 14 days in any calendar year for the purpose of engaging in fire or law enforcement training. Please alert your General/Office Manager that you may have to take time off for emergency duty. When taking time off for emergency duty, please alert your General/Office Manager before doing so when possible.

## **Personnel Records**

The Company maintains personnel records for each employee. Employees are entitled to view his/her personnel file at a reasonable time upon reasonable request reasonable times on one occasion each year. The Company may, at its sole discretion, allow an employee to view his/her personnel file more than one time in a year period on reasonable notice. Employees may also obtain copies of any document in their personnel file that s/he has signed. To ensure confidentiality and privacy, personnel records may only be reviewed in the office.

## **Domestic Violence, Stalking or Sexual Assault Leave**

An employee who is a victim of domestic violence, sexual assault, stalking or a hate crime may take time off in order to obtain judicial relief to help ensure the health, safety or welfare of the employee or his or her child.

You may also take time off for any of the following: (1) to seek medical attention for injuries caused by domestic violence, sexual assault, stalking or hate crime; (2) to obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence; (3) to obtain psychological counseling related to an experience of domestic violence, sexual assault or hate crime; (4) to seek legal or law-enforcement assistance, or (4) to participate in safety planning and take other actions (i.e., relocation) to increase safety from future domestic violence, sexual assault, stalking or hate crimes.

Leave under this policy may also be available to an employee who is a family member of a victim of sexual assault, domestic violence, stalking or hate crime, who is assisting that family member to obtain needed treatment or services outlined above. For purposes of this policy, family member includes a person the victim is dating, parents-in-law, and grandparents in addition to immediate family members. If you need time off on account of domestic violence, sexual assault, stalking or a hate crime, you should notify your supervisor as soon as possible so that arrangements to accommodate your absence may be made. If advance notice is not possible, you must provide appropriate written certification of the reason for your absence upon your return to work.

The Company will make reasonable efforts to maintain the confidentiality of any employee requesting time off on account of domestic violence or sexual assault. You should also advise us if you need reasonable accommodation, such as a modified schedule, change of work number or increased security measures if you are concerned for your safety at work.

Time off on account of domestic violence, sexual assault, stalking or a hate crime is unpaid. However, you may use any available sick time (if eligible).

## **Reporting Criminal Convictions During Employment**

You have a continuing obligation to report all criminal convictions after time of initial hire. "Crime" includes: any and all felony convictions, pleas of guilt or no contest on or after 18th birthday, or any misdemeanor conviction, plea of guilt or no contest. Do not disclose information for matters where the conviction records have been dismissed, sealed or expunged.

## **Child Support Reporting Requirements**

Washington law requires employers to report all new hires and rehires (a returning employee who has not worked for the company within the past 60 days) regardless of age, gender or the number of hours worked to the Washington State support registry. The employer must report the employee's name, address, social security number, date of birth and the date on which the employee first performed services for pay for the employer, within twenty days of hiring or rehiring.

## **2026 Employee Acknowledgement and Receipt of Multi-State Field Staff Employee Handbook, Including Binding Arbitration Policy**

I have received and agree to read a copy of the 2024 Multi-State Field Staff Employee Handbook ('Handbook') so that I am familiar with the policies of The Party Staff, Inc. (referred to throughout the Handbook as 'Party Staff' or the 'Company'). As an employee, I agree to comply with the Handbook's provisions and any revisions made to it. The Handbook describes important information about the Company, and I understand that it supersedes and replaces any other understanding, practices, manuals, handbooks, agreements, or representations concerning the topics discussed. Because the information, policies, and benefits described herein, except for the policy on at-will employment and binding arbitration agreement, are necessarily subject to change, I acknowledge that revisions to the Handbook may occur and that any such revisions will be made in writing and may supersede, modify, or eliminate existing policies. The Handbook is revised on a periodic basis and may be amended by memorandum, e-mail, or similar type communication, issued by the Company. (The Company will only make changes to this Handbook's Arbitration policy as are necessary to make the Arbitration policy enforceable under any federal, state, or local law or other applicable case law effective after this Handbook's initial dissemination to its workforce). However, regardless of whether you sign or acknowledge receipt of the Arbitration Agreement or any updates thereto during your employment, by accepting employment or, if already employed, continuing your employment, you are agreeing to be bound by the Arbitration Agreement and any updates thereto. I further understand that no other actions, statements, or practices of the Company or its supervisors can modify this Handbook. **I understand that if I have any question about any portion of this Handbook, including any questions concerning the Binding Arbitration Policy found on pages 63-66, which is incorporated by reference as though fully set forth herein, I may direct those questions to Human Resources.**

**WHETHER OR NOT I HAVE SIGNED A SEPARATE AGREEMENT TO ARBITRATE, I UNDERSTAND THAT I HAVE AGREED THAT MY EMPLOYMENT WITH THE COMPANY IS SUBJECT TO BINDING ARBITRATION, WHICH IS SET FORTH IN THE "ARBITRATION" SECTION OF THE HANDBOOK. I UNDERSTAND AND ACKNOWLEDGE THAT THE AGREEMENT TO ARBITRATE CONTAINS A WAIVER OF MY ABILITY TO BRING A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION OR PROCEEDING AND BARS ME FROM PARTICIPATING IN ANY CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION OR PROCEEDING, INCLUDING AS A NON-PARTY MEMBER OF A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION. ARBITRATION PROVIDED FOR UNDER THIS AGREEMENT IS THE EXCLUSIVE METHOD TO RESOLVE ANY DISPUTES OR CONTROVERSIES THAT THE COMPANY OR I MAY HAVE, WHETHER OR NOT ARISING OUT OF MY EMPLOYMENT OR TERMINATION OF THAT EMPLOYMENT WITH THE COMPANY.**

I have entered into my employment relationship with the Company voluntarily and acknowledge that there is no specific term or length of employment. Either the Company or I can terminate the relationship at will, with or without cause, and with or without advance notice, at any time. No person other than the President or Vice-President can enter into an agreement for employment for a specified period of time or make any other agreement contrary to the at-will policy. In addition, any such agreement must be in writing and signed by the President or Vice-President.

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EMPLOYEE'S SIGNATURE

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DATE

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EMPLOYEE'S NAME (TYPED OR PRINTED)

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OFFICE LOCATION

## **Reconocimiento por el empleado y Recibo del Manual para los Empleados, lo cual incluye la política de arbitraje vinculante. Año 2026**

He recibido y estoy de acuerdo que leeré una copia del Manual para Empleados (el ‘Manual’) para que yo este familiarizado con las políticas de 2024 Multi-State Field Staff Employee Handbook (a las cuales se refieren en todas partes de este Manual como ‘Party Staff’ o la ‘Compañía’). Como empleado, me obligo a cumplir con las disposiciones del Manual o de cualquier revisión al mismo. El Manual proporciona información importante acerca de la Compañía, y entiendo que reemplaza y anula cualquier otro entendimiento, práctica, manual, instructivo, convenio o representación acerca de los temas que aborda. Dado que la información, políticas y beneficios y prestaciones que se describen en este documento, con la excepción de la política de empleo a voluntad y el convenio de arbitraje vinculante necesariamente están sujetos a cambios, reconozco que puede haber revisiones al Manual y que cualquier revisión al Manual se hará por escrito y podrá reemplazar, modificar, o eliminar las políticas actuales. El Manual se revisa periódicamente y podrá enmendarse mediante un memorando, correo electrónico o comunicación similar que la Compañía emita. (La Compañía hará cambios a la política de Arbitraje de este Manual solamente cuando sean necesarios para que la política de Arbitraje sea exigible de acuerdo con cualquier ley federal, estatal, o local u otra jurisprudencia de aplicación que entre en vigor después de la divulgación inicial de este Manual a sus empleados). Sin embargo, independientemente de si firma o acepta que recibió el Acuerdo de Arbitraje o cualquier actualización del mismo durante su empleo, al aceptar el empleo o, si ya está empleado, continuar con su empleo, acepta estar sujeto al Acuerdo de Arbitraje y cualquier actualización del mismo. Entiendo asimismo que ninguna otra acción, declaración o práctica de la Compañía o sus supervisores podrá modificar este Manual. **Entiendo que si tengo alguna pregunta acerca de cualquier parte de este Manual, incluso acerca de la Política de Arbitraje Vinculante que se encuentra en las páginas 67-71, la cual se incorpora por referencia como si se hubiera incluido en su totalidad en el presente reconocimiento, podré dirigir dicha pregunta a los recursos humanos.**

**AUN EN EL CASO DE QUE YO NO HAYA FIRMADO UN CONVENIO DE COMPROMISO DE ARBITRAJE POR SEPARADO, ENTIENDO QUE HE ACORDADO QUE MI EMPLEO CON LA COMPAÑÍA ESTA SUJETO AL ARBITRAJE VINCULANTE, EL CUAL SE DESCRIBE EN LA SECCIÓN SOBRE “ARBITRAJE” DE ESTE MANUAL. ENTIENDO Y RECONOZCO QUE EL ACUERDO DE ARBITRAJE CONTIENE UNA RENUNCIA A MI CAPACIDAD DE INICIAR UNA ACCIÓN O PROCEDIMIENTO DE CLASE, COLECTIVO, O REPRESENTATIVO, Y ME PROHIBE PARTICIPAR EN CUALQUIER PROCEDIMIENTO O ACCIÓN DE CLASE, COLECTIVO, O REPRESENTATIVO, INCLUSO COMO MIEMBRO NO PARTE DE UNA ACCIÓN DE CLASE, COLECTIVA O REPRESENTATIVA. EL ARBITRAJE ESTABLECIDO BAJO ESTE ACUERDO ES EL MÉTODO EXCLUSIVO PARA RESOLVER CUALQUIER DISPUTA O CONTROVERSIA QUE LA COMPAÑÍA O YO PODRIAMOS TENER, YA SEA QUE SURJA O NO DE MI EMPLEO O TERMINACIÓN DE ESE EMPLEO CON LA COMPAÑÍA.**

He emprendido mi relación de empleo con la Compañía en forma voluntaria y reconozco que dicho empleo no tiene ningún término o duración específica. Tanto la Compañía como yo podrá dar por terminado la relación a voluntad, con motivo fundado o sin ello y con notificación por adelantado o sin ella, en cualquier momento. Ninguna persona que no sea el Presidente o el Vicepresidente podrá celebrar ningún convenio de empleo por un plazo de tiempo específico, ni celebrar ningún convenio que sea contrario a la política de empleo a voluntad. Además, cualquier convenio de dicha naturaleza tendrá que hacerse por escrito y estar firmado por el Presidente o el Vicepresidente.

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FIRMA DE EMPLEADO

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FECHA

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NOMBRE (IMPRESO)

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LOCALIZACION DE LA OFICINA

## **Voluntary Quit Notice/Placement Agreement and Duty to Notify**

### **Voluntary Quit Notice**

Due to the amount of staff The Party Staff, Inc. employs it is impossible for us to call everyone when work is available. Staff must fill in an online calendar, call or fax in availability in order to be eligible to receive assignments and must call us back to receive assignments. You must maintain and update your availability calendar at all times if you have not been placed on an authorized leave of absence. Failure to provide us with updated availability by the end of one pay period (Friday) for the next pay period (in the absence of an approved leave of absence) indicates a lack of interest in obtaining work from The Party Staff, Inc. Should you fail to update your availability for a period of 30 days or more and if you fail to accept at least one assignment within that same period it will be considered an abandonment of your employment and your voluntary termination of employment with The Party Staff, Inc. Your voluntary resignation will affect your rights to collect unemployment compensation based on The Party Staff, Inc. wages.

### **Placement Agreement and Duty to Notify**

The Party Staff, Inc. utilizes considerable resources to acquire and maintain relationships with quality clients and employees, which keeps our employees working with these clients as often as circumstances permit. As part of maintaining this relationship, all of our clients have contractually agreed that they may hire employees and former employees of The Party Staff subject to a modest placement fee. As an employee of The Party Staff, Inc. and for a period of 90 days following the term of your employment, you may not directly apply for or accept work, whether such employment be on a part-time, full-time, independent contractor or any other basis, from a client of The Party Staff for whom you have performed services while employed at The Party Staff without informing The Party Staff and obtaining its written consent. Any direct hiring of a Party Staff employee within the 90 day period must be done through The Party Staff Placement Services.

**I HAVE READ THE ABOVE POLICIES AND UNDERSTAND AND AGREE TO ABIDE BY THEIR TERMS:**

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EMPLOYEE'S SIGNATURE

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DATE

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EMPLOYEE'S NAME (TYPED OR PRINTED)

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OFFICE LOCATION

### **Scope of Arbitration**

To the maximum extent permissible under law, any controversy, dispute, or claim (“Dispute(s)”) between you and The Party Staff (the “Company”), or its officers, directors, owners, agents, other employees, subsidiaries, affiliates, parent entities, related entities, or any individual or entity that you assert is your joint employer, related in any manner to your employment or work with the Company, or the end thereof, whether or not related in any manner to your employment or association with the Company, or termination thereof, that could have been resolved in a court of law before a judge or jury, shall be resolved by binding arbitration at the request of any party. Arbitration is the process by which a neutral third party, rather than a judge or jury, makes a binding decision relating to a Dispute.

### **What Law Applies to the Arbitration?**

The substantive provisions of the Federal Arbitration Act (9 U.S.C. Sections 1 and 2) (“FAA”) govern this agreement and the arbitrability of any Dispute (defined below). You and the Company agree that this agreement and your employment evidence a relationship involving interstate commerce that gives rise to application of the FAA.

If you are a California employee, only those provisions of the California Arbitration Act (“CAA”) that are not preempted by or in conflict with the FAA shall apply to this agreement. Any dispute as to the application of the CAA or the FAA to this agreement shall be resolved in favor of the FAA’s application. You and the Company agree that you do not incorporate into this agreement the CAA’s provisions relating to payment of arbitration fees found in California Code of Civil Procedure (“C.C.P.”) sections 1281.97, 1281.98, and 1281.99. This means that a material breach of this agreement, particularly as it relates to payment of arbitration fees, shall be determined by the arbitrator according to general contractual principles applicable to all contracts and not the provisions of C.C.P. sections 1281.97-1281.99.

If you are employed outside of California, to the extent that the FAA is inapplicable, the arbitration law of the state in which you work or last worked for the Company shall apply. However, to the maximum extent permitted by law, when the FAA does apply, any state law provision in conflict with or preempted by the FAA is inapplicable to any arbitration under this agreement.

### **When is Arbitration Required?**

Arbitration shall be the exclusive method for resolving any Dispute; provided, however, that any party may request provisional relief from a court of competent jurisdiction, as provided under federal or state law, before or simultaneous with arbitration of the remainder of the Dispute. Even if the Company does not sign or acknowledge its receipt of this agreement, the Company, like you, agrees to be bound by this agreement and agrees to arbitrate all Disputes. Regardless of whether you sign or acknowledge receipt of this agreement, your acceptance of employment or continued employment constitutes your agreement to arbitrate all Disputes on the terms herein.

### **What Disputes are Covered by this Agreement?**

The Disputes that are to be arbitrated under this agreement shall be as broad as federal and state law allow and shall include, but not be limited to, claims for breach of trade secret law, claims regarding breaches of confidentiality, claims for civil and statutory penalties (limited to individual claims as set forth below), violation of non-disclosure/non-solicitation provisions, embezzlement/conversion, employee theft, claims for wages and other compensation including any claims that could be brought before the California Labor Commissioner/Division of Labor Standards Enforcement through a “Berman” hearing, claims for breach of contract (express or implied), claims for violation of public policy, wrongful termination, tort and common law claims, claims for unlawful discrimination, harassment, or retaliation (including, but not limited to, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, gender identity or expression, medical condition, marital status, age, pregnancy, breastfeeding, sex, or sexual orientation, as well as intersectionality of multiple

protected characteristics) to the extent allowed by law, and claims for violation of any federal, state, or other government law, statute, regulation, or ordinance. The Disputes covered by this agreement are not limited to claims arising from employment and, except as provided below, cover any and all types of claims and controversies between the parties that can lawfully be the subject of an agreement to arbitrate.

## **What Disputes Are Not Covered by this Agreement?**

The Disputes not subject to binding arbitration include: (a) any claims for workers' compensation or unemployment benefits; (b) Disputes regarding sexual harassment or sexual assault covered under 9 U.S.C. Section 401, et seq.; and (c) Disputes that are expressly excluded by statute (unless such statute is preempted by federal law), or that are expressly required to be arbitrated under a different procedure pursuant to the terms of an employee benefit plan. Accordingly, no provision of this agreement should be interpreted to limit your rights under Section 7 of the National Labor Relations Act or to preclude you from pursuing claims in administrative proceedings before the National Labor Relations Board.

**BOTH THE COMPANY AND YOU UNDERSTAND THAT BY USING ARBITRATION TO RESOLVE DISPUTES, WE ARE BOTH GIVING UP ANY RIGHT THAT WE MAY HAVE TO A JUDGE OR JURY TRIAL.**

Nothing in this Agreement prevents you from reporting good faith allegations of unlawful employment practices to appropriate federal, state, or local agencies; reporting any good faith allegation of criminal conduct to any appropriate federal, state, or local official; making any truthful statements or disclosures required by law, regulation, or legal process; or requesting or receiving confidential legal advice.

## **Class, Collective, and Representative Action Waiver**

Any Dispute covered by this agreement will be arbitrated on an individual basis only. Unless otherwise mutually agreed by the parties, no arbitrator has authority to consolidate claims or proceed with arbitration on a multi-plaintiff, class, collective, or representative basis. Any dispute or question about whether any claim may be asserted as a class or representative action shall be determined by the arbitrator and not by a court. To the maximum extent permitted by law, you and the Company hereby waive any right to bring on behalf of other persons, or to otherwise participate with other persons, in any class, collective, or representative action.

With respect to actions under the California Private Attorneys General Act, Labor Code section 2698 et seq. ("PAGA"), you and the Company agree that any claim(s) under PAGA for alleged violations you suffered is subject to arbitration on the same terms as any other Dispute, including that such individual claim(s) under PAGA must be arbitrated on an individual basis and not in a representative court action. If you file a court action seeking relief under PAGA on behalf of others, such action will be stayed with respect to any claims for penalties or other relief under PAGA based on alleged violations suffered by others until arbitration of your individual claim(s), including individual claims under PAGA, is completed. The arbitrator's factual findings and determinations on the merits with respect to violations of PAGA shall be binding in any pending or future court action, including with respect to any claim that you are an "aggrieved employee" as defined by PAGA.

## **Who Decides What Claims Are Arbitrable?**

Except if a party requests provisional relief from a court of competent jurisdiction to preserve the status quo pending arbitration, the arbitrator shall have the exclusive authority to resolve any dispute relating to the arbitrability of any claim, or the enforceability or formation of this Agreement (including all defenses to contract enforcement such as, for example, waiver of the right to compel arbitration). Unless prohibited by applicable law, any claim that a party has breached or defaulted under the arbitration agreement shall be decided by the arbitrator.

## **Initiation of Arbitration and Selection of Arbitrator**

Except where preempted by the FAA and as otherwise provided herein, binding arbitration shall be conducted in accordance with the state-specific Arbitration Act in the state in which the claims arose, and the rules and procedures

for employment disputes set forth by the internal employment rules of the dispute resolution organization selected by the parties.

The parties shall meet and confer to select a specific arbitrator or reputable dispute resolution organization by mutual agreement. No party shall initiate arbitration with a dispute resolution provider without first attempting to confer with the other party to reach an agreement as to the dispute resolution organization or arbitrator to use. If the parties are unable to agree on a neutral arbitrator or dispute resolution organization, you may obtain a list of arbitrators from one of the following dispute resolution organizations: Judicial Arbitration and Mediation Service (“JAMS”), ADR Services, Inc. (“ADR”), or Judicate West (“JW”). The rules for JAMS, ADR, and JW can be found online at [www.jamsadr.com](http://www.jamsadr.com), [www.adrservices.com](http://www.adrservices.com), or [www.judicatwest.com](http://www.judicatwest.com), respectively, or may be obtained from the Human Resources Department upon request. If the parties cannot agree on a specific arbitrator, the parties will follow the procedures established by the selected dispute resolution organization for striking unacceptable arbitrators from the list of available arbitrators until a final selection is made.

## **Do I Have to Make a Demand for Arbitration by a Certain Time?**

The party asserting a claim must make a formal, written demand for arbitration with the arbitration service provider within the statute of limitations period provided under applicable law for the particular claim. For JW, that means service of a “Notice of Intent to Arbitrate” as provided in Rule 5.3.1.1 For JAMS, that means service of a “Demand for Arbitration” as described in Rules 5 and 9.2 For ADR, that means service of a “Demand for Arbitration” as provided in Rule 5.3 Failure to make a written demand for arbitration as specified above within the applicable statutory period constitutes a bar to raising that claim in any forum. Arbitration proceedings will be held in the county in which you were last employed, unless the parties stipulate in writing to a different venue.

## **What is the Process for Arbitration?**

The arbitrator selected by the parties shall apply the substantive law (and the law of remedies, if applicable) of the state in which the claim arose, or federal law, or both, as applicable to the claim(s) asserted, unless preempted by the FAA. The arbitrator is without jurisdiction to apply any different substantive law or law of remedies.

The arbitrator shall apply the state specific Evidence Code to the proceeding or, if none available, the Federal Rules of Evidence. The parties shall be permitted to conduct discovery in accordance with the rules of the arbitral forum selected. Either party may apply to the arbitrator for additional discovery, provided such requests are balanced against the parties’ mutual desire to have a speedy, less-formal, cost-effective dispute-resolution mechanism. In all cases, sufficient discovery shall be afforded to the parties for a fair hearing on the merits of their claims. The arbitrator shall hear any dispositive motions submitted by any party and shall apply the substantive standards governing such motions under the applicable federal or state law. The hearing(s) on dispositive motions shall be made in accordance with the briefing and hearing schedule established by the arbitrator in accordance with the employment rules of the dispute resolution organization selected.

The arbitration shall be final and binding upon the parties, except as provided in this Binding Arbitration agreement.

## **What Happens at the Conclusion of Arbitration?**

Following the hearing and the submission of the matter to the arbitrator, the arbitrator shall issue a signed and dated written decision and award. The arbitrator shall use their best efforts to issue the written award no later than 30 days from the date the arbitration hearing concludes, or the post-hearing briefs (if requested) are received, whichever is later. The arbitrator’s award shall decide all issues submitted by the parties, and the arbitrator may not decide any issue not submitted. The arbitrator shall prepare in writing and provide to the parties a decision and award

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<sup>1</sup> <https://www.judicatwest.com/resource/arbitrationrules>

<sup>2</sup> <https://www.jamsadr.com/rules-employment-arbitration/english>

<sup>3</sup> <https://www.adrservices.com/services-2/arbitration-rules/>

which includes factual findings and the reasons upon which the decision is based. The arbitrator shall be permitted to award only those remedies in law or equity as are requested by the parties and allowed by law.

Any party shall have the right, within 20 days of issuance of the arbitrator's decision, to file a motion for reconsideration (accompanied by a supporting brief) with the arbitrator, and the arbitrator shall have jurisdiction to consider and rule upon such motion. Any other party shall have 20 days from the date the motion for reconsideration is submitted to file a written response. The arbitrator thereupon shall reconsider the issues raised by the motion and, promptly, either confirm or change the decision, which (except as provided by law) shall then be final and conclusive upon the parties, except to the extent rights for appeal are provided under the FAA or applicable state law.

## **Who Pays for Arbitration?**

The cost of the arbitrator and other incidental costs of arbitration that would not be incurred in a court proceeding shall be borne by the Company; provided, however, that if you are the party initiating the claim, you will contribute an amount equal to the filing fee to initiate a claim in the court of general jurisdiction in the state in which you were last employed by the Company. Each party to the arbitration has 30 days to pay any arbitration fees after the selected arbitration provider's issuance of an invoice to the party obligated to make payment, unless a longer period is agreed to by the parties hereto and accepted by the applicable arbitration provider. Nothing herein is intended to waive, limit, or otherwise modify the additional 30-day cure period set forth in California Code of Civil Procedure sections 1281.97 and 1281.98. The parties shall each bear their own costs and attorneys' fees in any arbitration proceeding; provided, however, that the arbitrator shall have the authority to require any party to pay the costs and attorneys' fees of another party, to the extent permitted under federal or state law, as a part of any remedy that may be ordered.

## **How Can the Arbitration Agreement be Modified?**

Only the President or Vice-President may modify this policy in a signed writing and only as is necessary to make this policy enforceable under any federal, state, or local law or other applicable case law effective after this policy's initial dissemination to our workforce. Otherwise, no employee can modify this policy in any manner or enter into any agreement that is contrary to this policy. If any term, provision, covenant, or condition of this policy is held by a court of competent jurisdiction or an arbitrator to be invalid, void, or unenforceable, the remaining terms and provisions of this policy will remain in full force and effect and shall in no way be affected, impaired or invalidated. In addition, if any claim(s) within a Dispute is determined to be not subject to arbitration, that claim(s) may be severed, and the remaining claim(s) shall remain and continue in arbitration pursuant to this policy.

Certain policies within this Agreement to Arbitrate may be translated into languages other than English for the convenience of our employees. Any ambiguity between any policy in this Agreement to Arbitrate and any translated version will be governed by the English version.

## **ACKNOWLEDGMENT**

I HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED, REVIEWED, AND AGREE TO THE BINDING ARBITRATION AGREEMENT AND THE CLASS ACTION WAIVER AND THAT I HAVE WAIVED MY RIGHT TO A TRIAL BEFORE A JUDGE OR JURY IN ALL DISPUTES WITH THE COMPANY.

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EMPLOYEE'S SIGNATURE

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DATE

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EMPLOYEE'S NAME (TYPED OR PRINTED)

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OFFICE LOCATION

## **Convenio de compromiso de arbitraje (Arbitraje vinculante)**

### **Alcance del Arbitraje**

Al grado máximo permitido por la ley, cualquier controversia, disputa, o reclamación (“Controversia(s)”) entre usted y The Party Staff (la “Compañía”) o sus funcionarios, directores, propietarios, agentes, otros empleados, subsidiarias, filiales, entidades matrices, entidades relacionadas, o cualquier individuo o entidad que usted asevere que es su empleador conjunto, relacionado de alguna manera con su empleo o trabajo con la Compañía, o la finalización del mismo, ya sea o no que tenga cualquier relación con su empleo o asociación con la Compañía, o terminación de dicha relación, que hubiera podido resolverse en un tribunal de justicia ante un juez o jurado, se resolverá mediante arbitraje vinculante a petición de cualquiera de las partes. El arbitraje es el proceso por el cual un tercero neutral, realiza una decisión vinculante relacionada con una controversia en lugar de que lo haga un juez o jurado.

### **¿Qué Ley Aplica al Arbitraje?**

Las disposiciones sustantivas de la Ley Federal de Arbitraje (9 U.S.C. Secciones 1 y 2) (la “FAA”) regulan este convenio y la arbitrabilidad de cualquier Controversia (de conformidad con lo definido a continuación). Usted y la Compañía acuerdan que el presente convenio y su empleo demuestran una relación que involucra comercio interestatal y que da pie a la aplicación de la FAA.

Si usted es un empleado en California, sólo aquellas disposiciones de la Ley de Arbitraje de California (la “CAA”) que no sean invalidadas por o ingresen en conflicto con la FAA aplicarán a este convenio. Toda controversia respecto de la aplicación de la CAA o de la FAA respecto del presente convenio será resuelta en favor de la aplicación de la FAA. Usted y la Compañía acuerdan que usted no incorporará a este convenio las disposiciones de la CAA relacionadas con el pago de tarifas de arbitraje de conformidad con el Código de Procedimientos Civiles (“C.C.P.”) de California, secciones 1281.97, 1281.98, y 1281.99. Esto significa que cualquier violación material al presente convenio, específicamente en su relación con el pago de tarifas de arbitraje, será determinada por el árbitro de acuerdo con principios contractuales generales aplicables a todos los contratos y no las disposiciones del C.C.P. en virtud de las secciones 1281.97-1281.99.

Si usted está empleado fuera de California, y al grado en que la FAA sea inaplicable, las leyes de arbitraje del Estado en el que trabaje o trabajó por última vez para la Compañía serán aplicables. Sin embargo, al grado máximo permitido por ley, cuando la FAA no aplique, cualquier disposición legal estatal que ingrese en conflicto con o sea invalidada por la FAA será inaplicable a cualquier arbitraje en virtud de este convenio.

### **¿Cuándo se Requiere Arbitraje?**

El arbitraje será el método exclusivo para la resolución de cualquier Controversia; lo anterior, sin embargo, en consideración de que cualquier parte podrá solicitar medidas provisionales de un tribunal con jurisdicción competente, según lo dispuesto de conformidad con ley federal o estatal, antes o de forma simultánea con el arbitraje del resto de la Controversia. Incluso si la Compañía no firma o acusa recepción de este convenio, la Compañía, al igual que usted, acuerda estar vinculada por este convenio y también acuerda el arbitraje de todas las Disputas. Sin perjuicio de que usted firme o acuse recepción del presente convenio, su aceptación del empleo o empleo continuo constituye su acuerdo como tal respecto del arbitraje de todas las Controversias de conformidad con los términos aquí plasmados.

### **¿Qué Disputas se Encuentran Contempladas por este Convenio?**

Las Controversias que deben someterse a arbitraje conforme a este convenio serán tan amplias como la ley federal y estatal lo permitan y deberán incluir de forma enunciativa más no limitativa, reclamaciones por incumplimiento de leyes sobre secretos comerciales, reclamaciones respecto de violaciones de confidencialidad, reclamos por sanciones civiles y conforme a estatutos (limitado esto a reclamos individuales de acuerdo con lo descrito a continuación), violación de disposiciones de no divulgación/no reclutamiento, malversación/conversión, robos por parte del empleado, reclamaciones sobre salarios y otras remuneraciones, incluyendo cualquier reclamación que

pueda presentarse ante el Comisionado Laboral de California/División de Cumplimiento de Normas Laborales a través de una audiencia "Berman", o por incumplimiento del contrato (ya sea expreso o implícito), reclamaciones por violación de políticas públicas, despido injustificado, reclamaciones bajo el sistema de derecho consuetudinario, discriminación ilegal, acoso, o represalias (lo que incluye, de manera enunciativa más no limitativa, con base en raza, creencias religiosas, color, origen nacional, ascendencia, discapacidad física o mental, identidad o expresión de género, afección médica, estado civil, edad, embarazo, lactancia, sexo, u orientación sexual, así como interseccionalidad de múltiples características protegidas) al grado permitido por la ley, así como reclamaciones por violación de cualquier ley, disposición legal, reglamento u ordenanza federal, estatal o de otro organismo gubernamental. Las Controversias contempladas por este convenio no se limitan a reclamaciones que surjan del empleo y, con excepción de lo indicado a continuación, se contemplan todos y cada uno de los tipos de reclamaciones y controversias entre las partes que legalmente puedan ser objeto de un convenio de arbitraje.

### **¿Qué Controversias No Están Contempladas por Este Convenio?**

Las Controversias que no pueden someterse a arbitraje vinculante incluyen: (a) Beneficios de Seguro por Riesgos Laborales o beneficios por desempleo; (b) Disputas relacionadas con acoso sexual o ataque sexual contempladas por la sección 401 y siguientes del 9 U.S.C (9 U.S.C. Section 401, et seq.); y (c) las Controversias que se excluyen expresamente por estatutos (salvo que dicho estatuto sea invalidado por la ley federal), o que, conforme a los términos de un plan de prestaciones laborales, requieren expresamente someterse al arbitraje bajo un procedimiento diferente. En consecuencia, ninguna disposición de este convenio debe interpretarse de forma que limite sus derechos en virtud de la Sección 7 de la Ley Nacional de Relaciones Laborales (National Labor Relations Act) o le impida presentar reclamos en procedimientos administrativos ante la Junta Nacional de Relaciones Laborales (National Labor Relations Board).

**TANTO LA COMPAÑÍA COMO USTED ENTIENDEN QUE, AL RECURRIR A ARBITRAJE PARA LA RESOLUCIÓN DE CONTROVERSIAS, AMBAS PARTES RENUNCIAN A CUALQUIER DERECHO QUE PUDIESEN TENER A UN JUICIO ANTE UN JUEZ O JURADO.**

Ninguna disposición del presente Convenio le impide reportar de buena fe denuncias a las agencias federales, locales, y estatales apropiadas acerca de prácticas ilícitas de empleo, reportar de buena fe cualquier denuncia de conducta criminal a cualquier oficial federal, estatal o local; o realizar cualquier declaración real o divulgación de información requerida por ley, reglamentación o proceso legal; o solicitar o recibir asesoría legal confidencial.

### **Renuncia a Acciones de Clase, Colectivas y Representativas**

Cualquier Controversia contemplada por este convenio será resuelta por arbitraje sólo con base en un criterio individual. Salvo disposición contraria de mutuo acuerdo entre las partes, ningún árbitro tendrá autoridad para consolidar reclamos o proceder con el arbitraje con base en reclamos de múltiples demandantes en una acción de clase, colectiva o representativa. Cualquier controversia o pregunta sobre si cualquier demanda en contra de la Compañía puede ser presentada como una acción de clase o una acción representativa, deberá ser determinada por el árbitro y no por una corte. Al grado máximo permitido por ley, usted y la Compañía por este medio renuncian a todo derecho de entablar por parte de cualquier otra persona que no sea usted o a participar con otras personas, en cualquier acción de clase, colectiva o representativa.

Con respecto de las acciones bajo la Ley General de Abogados Privados de California, Código Laboral sección 2698 et seq. ("PAGA"), usted y la Compañía acuerdan que cualquier reclamación(es) en virtud de la PAGA por supuestas violaciones que haya sufrido, estará sujeta a arbitraje en los mismos términos que cualquier otra Disputa, incluyendo el hecho de que dicha reclamación(es) individual de conformidad con la PAGA debe someterse a arbitraje con base en un criterio individual y no en una acción judicial representativa. Si presenta una acción judicial buscando compensación bajo la PAGA en representación de otros, dicha acción se suspenderá con respecto de cualquier reclamo por sanciones u otra medida preventiva bajo la PAGA con base en supuestas violaciones sufridas por otros hasta el arbitraje de su reclamación(es) individual, incluyendo reclamaciones individuales bajo la PAGA, hasta que el proceso concluya. Las conclusiones fácticas y las determinaciones del árbitro sobre la base con respecto

de violaciones de la PAGA serán vinculantes en cualquier acción judicial pendiente o futura, incluso con respecto de cualquier reclamo en el que usted sea un "empleado agraviado" según lo definido por la PAGA.

## ¿Quién Decide Qué Reclamaciones Son Objeto de Arbitraje?

Excepto cuando una parte solicite medidas provisionales de un tribunal con jurisdicción competente para preservar el status quo pendiente de arbitraje, el árbitro contará con autoridad exclusiva para resolver cualquier disputa relacionada con la arbitrabilidad de cualquier disputa o la aplicabilidad o generación del presente Convenio (incluyendo todas las defensas respecto de aplicación contractual, como el caso de, por ejemplo, renuncia al derecho de imponer arbitraje). A menos que lo prohíba ley aplicable, cualquier reclamación respecto de la cual una parte haya incurrido en violación o incumplimiento en virtud del convenio de arbitraje será resuelta por el árbitro.

## Inicio del arbitraje y selección del árbitro

Con excepción de cuando sea invalidado por la FAA y según lo dispuesto en el presente instrumento, el arbitraje vinculante se llevará a cabo de acuerdo con la ley de arbitraje específica del Estado en el que surgieron las reclamaciones así como por las reglas y procedimientos para controversias laborales estipulados en las reglas sobre asuntos laborales de la organización de resolución de conflictos seleccionada por las partes.

Las partes se reunirán y consultarán para seleccionar un árbitro en específico o una organización de resolución de conflictos de buena reputación mutuamente acordada para las mismas. Ninguna de las partes iniciará el arbitraje con un proveedor de resolución de disputas sin antes intentar consultar con la otra parte para arribar a un acuerdo sobre la organización de resolución de disputas o el árbitro al que se recurrirá. Si las partes no logran arribar a un acuerdo sobre un árbitro u organización de resolución de disputas neutral, usted podrá obtener una lista de árbitros de alguna de las siguientes organizaciones de resolución de conflictos: el Judicial Arbitration and Mediation Service ("JAMS"), ADR Services Inc. ("ADR"), o Judicate West ("JW"). Las reglas de JAMS, ADR y JW se encuentran disponibles en línea en [www.jamsadr.com](http://www.jamsadr.com), [www.adrservices.com](http://www.adrservices.com), o [www.judicatewest.com](http://www.judicatewest.com), respectivamente, u obtenerse al solicitarlas de recursos humanos. Si las partes no pueden acordar sobre un árbitro en específico, las mismas seguirán los procedimientos establecidos por la organización de resolución de disputas seleccionada para eliminar a los árbitros inaceptables de la lista de árbitros disponibles hasta que se realice una selección final.

## ¿Tengo que Presentar una Solicitud de Arbitraje Dentro de un Período Determinado?

La parte que presente una reclamación deberá realizar una solicitud formal y por escrito de arbitraje ante el proveedor de servicios de arbitraje dentro del plazo de prescripción fijado en virtud de la ley aplicable con respecto de la reclamación en específico. Para JW, esto significa notificación de un "Aviso de Intención de Arbitraje" en virtud de lo dispuesto en la Regla 5.3.1.1 Para JAMS, esto significa notificación de una "Solicitud de Arbitraje" de acuerdo con lo descrito en las Reglas 5 y 9.2 Para ADR, esto significa notificación de una "Solicitud de Arbitraje" de acuerdo con lo dispuesto por la Regla 5.3. Si no se presenta el requerimiento por escrito de arbitraje según lo especificado previamente dentro del plazo correspondiente fijado por la ley, se perderá el derecho de presentar dicha reclamación en cualquier jurisdicción. Las diligencias del arbitraje se celebrarán en el condado donde usted estuvo empleado por última vez, a menos que las partes mutuamente acepten por escrito una sede diferente para su celebración.

## ¿Cuál es el Proceso de Arbitraje?

El árbitro que las partes seleccionen aplicará la ley sustantiva (y las leyes sobre desgravios, en su caso aplicables) del Estado en el cual se originó la reclamación, o las leyes federales, o ambas, según esto sea aplicable a la o las reclamaciones que se argumenten, a menos que esto sea invalidado por la FAA. El árbitro no tendrá la facultad de aplicar alguna otra ley sustantiva o ley sobre desgravios.

<sup>1</sup> <https://www.judicatewest.com/resource/arbitrationrules>

<sup>2</sup> <https://www.jamsadr.com/rules-employment-arbitration/english>

<sup>3</sup> <https://www.adrservices.com/services-2/arbitration-rules/>

El árbitro aplicará el Código de Evidencia específico del Estado (Evidence Code) para el proceso o, en su defecto, las Reglas Federales Sobre Evidencia (Federal Rules of Evidence). A las partes se les permitirá realizar toda la revelación de información respectiva de conformidad con las reglas del foro de arbitraje seleccionado. Cualquiera de las partes podrá solicitar al árbitro revelación de información adicional, siempre y cuando dichas solicitudes sean equilibradas en contra de la intención mutua de las partes de contar con un mecanismo más rápido, menos formal y más rentable en términos de su costo para la resolución de las controversias. En todos los casos, se otorgará revelación de información suficiente a las partes para una audiencia justa basada en los méritos de las reclamaciones. El árbitro escuchará cualquier moción dispositiva presentada por cualquier parte y aplicará los estándares sustantivos que rigen dichas mociones bajo la ley federal o estatal aplicable. La audiencia(s) sobre mociones dispositivas se realizará de acuerdo con el itinerario de sesiones informativas y audiencias establecido por el árbitro de conformidad con las reglas sobre asuntos laborales de la organización de resolución de conflictos que se haya seleccionado.

El arbitraje será definitivo y vinculante para las partes, a menos que se disponga algo diferente en el presente Convenio de Arbitraje Vinculante.

### **¿Qué Sigue a la Conclusión del Arbitraje?**

Después de celebrarse la audiencia y someter el asunto al árbitro, éste emitirá una decisión y laudo por escrito, firmado y fechado. El árbitro realizará sus mejores esfuerzos para emitir el laudo por escrito dentro de un plazo de 30 días considerado a partir de la fecha de finalización de la audiencia de arbitraje o de recibir los escritos posteriores a la audiencia (si se solicitan), lo que ocurría de forma posterior. En el laudo, el árbitro resolverá todos los asuntos planteados por las partes y no podrá emitir ninguna determinación sobre los asuntos no planteados para su resolución. El árbitro preparará una decisión y laudo por escrito, proporcionándolo a las partes, en el cual se incluirán las consideraciones de hecho y las razones de la decisión. Al árbitro se le permitirá ordenar solamente las medidas de desagravio de ley o de equidad que las partes soliciten y que la ley permita.

Cualquiera de las partes, tendrá dentro de un plazo de 20 días a partir de la emisión de la decisión del árbitro, el derecho a presentar al árbitro, un recurso de reconsideración (acompañado por un escrito de justificación) y el árbitro tendrá la facultad para contemplar dicho recurso y emitir su fallo sobre el mismo. Cualquier otra parte tendrá 20 días contados desde la fecha de presentación del recurso de reconsideración para presentar una respuesta por escrito. Después de esto, el árbitro reconsiderará los asuntos planteados en dicho recurso y prontamente confirmará o modificará su decisión, la cual (a menos que la ley disponga algo diferente) será definitiva y decisiva para las partes, excepto en relación con los derechos de apelación en virtud de la Ley Federal de Arbitraje (FAA por sus siglas en inglés) o las leyes estatales aplicables.

### **¿Quién Paga el Arbitraje?**

El costo del árbitro y otros costos incidentales del arbitraje en los que no se hubiera incurrido en un proceso judicial correrán por cargo de la Compañía; sin embargo, si usted es la parte que inició la reclamación, usted aportará una cantidad equivalente a la tarifa judicial de presentación de una reclamación en un tribunal de jurisdicción general en el Estado donde usted tenía su último empleo con la Compañía. Cada parte del arbitraje tendrá 30 días para pagar cualquier tarifa de arbitraje después de que el proveedor de arbitraje seleccionado emita una factura a la parte obligada a realizar el pago, a menos que las partes acuerden un período más prolongado y el proveedor de arbitraje correspondiente lo acepte. Nada de lo aquí incluido tiene la intención de renunciar, limitar o modificar de alguna otra forma el período de subsanación adicional de 30 días establecido en las secciones 1281.97 y 1281.98 del Código de Procedimientos Civiles de California. Cada una de las partes cubrirá sus propios costos y honorarios de abogados en cualquier procedimiento de arbitraje; no obstante, el árbitro tendrá la facultad para ordenar que alguna de las partes pague los costos y honorarios de abogados de la otra parte, al grado permitido de acuerdo con las leyes federales o estatales, como parte de alguna medida que pueda ser ordenada.

### **¿De Qué Forma Puede Modificarse el Convenio de Arbitraje?**

Sólo el Presidente or Vicepresidenta podrá modificar este convenio mediante un documento firmado y por escrito, y únicamente al grado necesario para que este convenio sea exigible bajo cualquier ley federal, estatal o local u otra

jurisprudencia aplicable después de su divulgación inicial a nuestros empleados. En cualquier otro caso, ningún empleado podrá modificar este convenio de ninguna forma o celebrar convenio alguno que sea contrario a este instrumento. Si un juez competente o árbitro declara que algún término, disposición, pacto o condición de este convenio es inválido, nulo o inaplicable, los demás términos y disposiciones del convenio permanecerán en pleno vigor y efecto y de ninguna forma serán afectados, impeditos o invalidados. En suma, si se determina que alguna reclamación(es) que forme parte de una Controversia no es idónea para someterse a arbitraje, la misma podrá separarse y las demás reclamaciones quedarán y continuarán sujetas al arbitraje de acuerdo con este convenio.

Ciertas políticas que forman parte de este Convenio de Compromiso de Arbitraje posiblemente podría traducirse a otros idiomas distintos al inglés para la conveniencia de nuestros empleados. En caso de cualquier ambigüedad entre la políticas que forman parte de este Convenio de Compromiso de Arbitraje y versión traducida alguna, subsistirá la versión en inglés.

### **RECONOCIMIENTO**

RECONOZCO Y ACEPTO QUE HE RECIBIDO Y REVISADO EL ACUERDO DE ARBITRAJE VINCULANTE Y RENUNCIO A CUALQUIER DEMANDA COLECTIVA Y A CUALQUIER DERECHO A JUICIO ANTE UN JUEZ O JURADO PARA RESOLVER CUALQUIER DISPUTA CON LA EMPRESA.

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FIRMA DE EMPLEADO

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FECHA

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NOMBRE (IMPRESO)

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LOCALIZACION DE LA OFICINA