

newrest

CATERING UNLIMITED



The Employee Handbook

June 2021

Includes Utah Supplement



ABOUT THIS HANDBOOK - DISCLAIMER

THIS HANDBOOK IS DESIGNED TO ACQUAINT EMPLOYEES WITH NEWREST AND PROVIDE SOME INFORMATION ABOUT WORKING HERE. THE EMPLOYEE HANDBOOK IS NOT ALL INCLUSIVE BUT IS INTENDED TO PROVIDE EMPLOYEES WITH A SUMMARY OF SOME OF THE NEWREST'S GUIDELINES. THIS EDITION REPLACES ALL PREVIOUSLY ISSUED EDITIONS. EXCEPT FOR THE AT-WILL NATURE OF THE EMPLOYMENT, NEWREST RESERVES THE RIGHT TO SUSPEND, TERMINATE, INTERPRET, OR CHANGE ANY OR ALL OF THE GUIDELINES MENTIONED, ALONG WITH ANY OTHER PROCEDURES, PRACTICES, BENEFITS, OR OTHER PROGRAMS OF NEWREST.

EMPLOYMENT WITH NEWREST IS AT-WILL. EMPLOYEES HAVE THE RIGHT TO END THEIR WORK RELATIONSHIP WITH NEWREST, WITH OR WITHOUT ADVANCE NOTICE FOR ANY REASON. NEWREST HAS THE SAME RIGHT. THE LANGUAGE USED IN THIS HANDBOOK AND ANY VERBAL STATEMENTS MADE BY MANAGEMENT ARE NOT INTENDED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED; NOR ARE THEY A GUARANTEE OF EMPLOYMENT FOR A SPECIFIC DURATION. NO REPRESENTATIVE OF NEWREST OTHER THAN THE COUNTRY GENERAL MANAGER HAS THE AUTHORITY TO ENTER INTO AN AGREEMENT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD.

NO EMPLOYEE HANDBOOK CAN ANTICIPATE EVERY CIRCUMSTANCE OR QUESTION. AFTER READING THE HANDBOOK, EMPLOYEES THAT HAVE QUESTIONS SHOULD TALK WITH THEIR IMMEDIATE MANAGER OR THE HUMAN RESOURCES DEPARTMENT. IN ADDITION, THE NEED MAY ARISE TO CHANGE THE GUIDELINES DESCRIBED IN THE HANDBOOK, EXCEPT FOR THE AT-WILL NATURE OF THE EMPLOYMENT. NEWREST, THEREFORE, RESERVES THE RIGHT TO INTERPRET THE GUIDELINES OR TO CHANGE THEM WITHOUT PRIOR NOTICE.

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SECTION 1 – WORKPLACE CONDUCT

1. WELCOME

On behalf of Newrest, let me extend a warm and sincere welcome. I hope your employment will be exciting, interesting, and mutually rewarding. Our management staff is here to help you grow into a more valued and productive member of our team as we strive to maintain our reputation for excellence and quality. If you have any questions about your employment, our management staff is ready to assist you.

For those of you who have been with us, thanks for your past and continued service. We believe that each of you contributes directly to Newrest's success, and we hope you will take pride in being a member of our team.

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

Frédéric Hillion, Country Manager

2. EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Newrest is an equal opportunity employer and is dedicated to providing an environment throughout the Company wherein human dignity prevails. We follow local, state, and federal laws prohibiting discrimination in hiring and employment. We prohibit discrimination against employees or applicants in violation of those laws. We also prohibit unlawful harassment.

Every qualified person has an equal opportunity for hire, compensation, assignment, training, advancement, and other employment-related programs without regard for race, color, religion, sex, sexual orientation, gender identity, national origin, age (over 40), disability as defined by law, military or veteran status, or any other class protected by law. Everyone is expected to treat each other with courtesy, respect, and professionalism.

If you believe you have been subject to prohibited discrimination, immediately report the incident to your manager or the Human Resources department. Reports are treated as discreetly and confidentially as possible. Newrest prohibits retaliation against any employee for filing a complaint under this policy or for participating in a complaint investigation. If you believe there has been a violation of our EEO or retaliation standard, please follow the complaint procedure outlined above.

If Newrest determines that an employee's behavior has violated this policy, disciplinary action will be taken, up to and including termination of employment.

ADA, Religious, and Other Accommodation

In accordance with federal and state law, Newrest provides reasonable accommodations for qualified employees with known disabilities and employees whose religious belief, practice, or observance conflicts with a workplace requirement, unless doing so would result in an undue hardship to Newrest or cause a direct threat to health or safety. The company provides reasonable accommodations for employees based on gender identity in dress/grooming standards and facilities and for employees based on pregnancy, childbirth, breastfeeding, or related conditions, unless doing so would result in an undue hardship to Newrest. If you need such accommodations, contact your manager or the Human Resources department immediately.

3. CARES BY NEWREST

Community | **A**ctions | **R**espect | **E**mpowerment | **S**uccess

At Newrest we are committed to our **community**, our **actions**, the **respect** we demonstrate, the **empowerment** of our employees and the **success** of each employee while fostering, developing and sustaining a culture of diversity, equity and inclusion.

At Newrest our human capital is our most valuable asset. Our individual differences, self-expression, knowledge, experiences, creativity, innovation, unique skillset and talent that each employee brings to the company represents a significant part of not only our diverse culture, but our reputation, company's achievement as well as sustainability.

At Newrest we embrace and encourage our employees' differences regardless of age, color, race, religion, disability, ethnicity, family or marital status, language, national origin, physical and mental ability, gender identity or expression, political association, sexual orientation, veteran status and other characteristics that makes each of our employees unique individuals.

At Newrest our diversity initiatives are applicable, but in no way is it limited, to our policies and practices on strategic recruitment and selection; promotions; disciplinary actions; layoffs; terminations; compensation and benefits; professional/personal development and training; and continued development and sustainability fostered by our commitment to diversity, equity and inclusion that encourages and enforces:

- Collaborative and respectful communication between all employees across the organization.
- Employee engagement; facilitate the representation of all groups and employee viewpoints.
- Employer and employee involvement in the communities to promote a greater understanding and respect for diversity.

C-COMMUNITY

Article #1

Newrest assumes the responsibility to drive community involvement companywide through relationships, involvement with community issues, implementation of programs and partnership with educational institutions. Demonstrating that doing good goes beyond basic community service.

- Building positive and sustainable relationships in the local community with individuals, groups and organizations
- Demonstrate an understanding to community concerns and issues
- Design and implement community programs (volunteerism, partnership, charitable involvement)
- Develop partnership with educational institution to create opportunities that foster educational opportunities for current employees and future workforce development

A – ACTIONS

Article #2

Newrest bares the responsibility to enact policies, procedures and trainings that cultivates and embraces Diversity, Equity & Inclusion (DE&I) through: policies, Learning Management System, strategic recruitment practices, onboarding/off-boarding, promotional opportunities, effective communication platform, benefits and HRIS system alignment. The development and execution is the responsibility of the entire management team of Newrest.

Article #3

Collaboration with customers (internally and externally), suppliers, and communities to bring awareness of our efforts while creating champions that drives change.

Article #4

Develop training activities to ensure that policies are regularly and effectively carried out.

Article #5

Implement mentorship program to provide support, guidance and feedback to promote ongoing professional development ensuring the success of all employees.

Article #6

Provide and support platforms whereas employees can report unacceptable conduct that does not facilitate Diversity, Equity and Inclusion (DE&I).

Article #7

Create dashboard/reports/evaluations/internal audits to monitor initiative.

R – RESPECT

Article #8

Newrest is committed to providing a climate where all employees are respected, welcomed, supported and valued. Respect not only in terms of words but the actions demonstrated by all employees of Newrest.

E – EMPOWERMENT

Article #9

Newrest shall empower each employee by providing the resources, authority to execute defined task, opportunities and motivation to encourage professional and personal success. Three focus areas:

- Company
 - Champion for Diversity, Equity and Inclusion
 - Embrace technological changes such as LMS, mobile applications....
 - Recognition of employee's contribution
 - Support collaboration, including cross department collaboration to resolve challenges and shared knowledge
 - Foster a culture of employee engagement
 - Provide an environment that fosters cross training
- Managerial
 - Support team and help each team member reach their targets (employee evaluation – goal setting, succession planning)
 - Create, maintain and share Key Performance Indicators (KPIs) with team
 - Maintain a well-informed team (team meetings/bulletin boards/communication screens)
 - Design and facilitate work processes
 - Spread team spirit in the workplace
 - Communicate and champion business goals and long-term vision
- Individual
 - Provide support services/mental health/financial education to all employees
 - Commitment to professional and personal development by providing educational opportunities
 - Development of employee resource center
 - Provide opportunities for employees to provide feedback and suggestions
 - Embrace/celebrate cultural diversity
 - Provide opportunities for career advancement
 - Recognition of employees' volunteer activities

S – SUCCESS

Article #10

With the attainment of CARE (Community, Action, Respect, Empowerment) we achieve Success.

4. HARASSMENT

Harassment has no place at work. It is against Newrest policy and a violation of the law. It must be avoided and will not be tolerated by Newrest. Any harassment, whether based on race, color, religion, sex, sexual orientation, gender identity, national origin, age (over 40), disability as defined by law, military or veteran status, or any other class protected by state or local law is prohibited.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other offensive conduct that is either sexual in nature or directed at someone because of his or her gender. Sexual harassment undermines the employment relationship by creating an intimidating, hostile, or offensive work environment.

Harassment, whether sexual or based on the other protected classes listed previously, may take many forms including but not limited to:

- Verbal Conduct: epithets, derogatory jokes or comments, name-calling, innuendos, demeaning slurs, or unwanted sexual advances;
- Visual Conduct: leering, derogatory and/or sexually-oriented posters, photography, cartoons, drawings, graffiti, electronic mail, or gestures;
- Physical Conduct: assault, offensive touching, blocking of normal movement, or interfering with work; or
- Threats or Demands: to submit to sexual requests as a condition of continued employment benefits.

Newrest does not tolerate any such conduct. Anyone who violates this policy is subject to immediate and appropriate discipline, up to and including termination.

If you observe such conduct, or believe it has happened to you, we strongly encourage you to tell the harasser the behavior is offensive and that it should stop. If you are uncomfortable confronting the harasser or are unsuccessful in convincing him or her to stop, immediately report the incident to your manager or the Human Resources department. Management will initiate a prompt and thorough investigation and will take remedial action, as appropriate.

We encourage you to report incidents directly to their immediate manager, but anyone who is concerned or apprehensive may instead report the incident to the Human Resources department.

Reports of alleged harassment are treated as discreetly and confidentially as possible. Newrest prohibits retaliation against anyone for filing a complaint under this policy or for participating in a complaint investigation. If you believe there has been a violation of our EEO or retaliation standard, please follow the complaint procedure outlined above.

5. DRUG-FREE AND ALCOHOL-FREE WORKPLACE

Newrest is committed to a safe, healthy, and productive work environment for all employees free from the effects of substance abuse. Abuse of alcohol, drugs, or controlled substances impairs employee judgment, resulting in increased safety risks, injuries, and faulty decision-making.

As a result, Newrest conducts the following types of Drug and Alcohol tests for all employees: pre-employment, reasonable suspicion, random, and post-accident. For information regarding this policy, please refer to the Drug and Alcohol Testing Policy.

6. WORKPLACE VIOLENCE

Newrest strives to provide a workplace that is safe and free from all threatening and intimidating conduct. Therefore, Newrest will not tolerate violence or threats of violence of any form in the workplace, at work-

related functions, or outside of work if it affects the workplace. This standard applies to Newrest employees, clients, customers, guests, vendors, and persons doing business with Newrest.

Newrest prohibits any conduct, verbal or physical, which intimidates, endangers, or creates the perception of intent to harm persons or property. Examples include but are not limited to:

- Physical assaults or threats of physical assault, whether made in person or by other means (e.g., in writing, by phone, fax, messaging or e-mail).
- Verbal conduct that is intimidating and has the purpose or effect of threatening the health or safety of a co-worker.
- Possession of weapons on Newrest property, in a vehicle being used on Newrest business, in any Newrest-owned or leased parking facility, or at a work-related function. However, it is not a violation of this standard to legally possess a firearm and store the firearm in a vehicle in Newrest's parking lot; the firearm must not be in plain view, and the container or unoccupied vehicle must be locked. Any variance from this specific policy will result in disciplinary action.
- Any other conduct or acts which management believes represents an imminent or potential danger to work place safety/security.

Anyone with questions or complaints about workplace behaviors which fall under this policy may discuss them with a manager or the Human Resources department. Newrest will promptly and thoroughly investigate any reported occurrences or threats of violence. Violations of this policy will result in appropriate disciplinary action, up to and including immediate termination. Where such actions involve non-employees, Newrest will take action appropriate for the circumstances.

7. PROFESSIONALISM IN THE WORKPLACE

Newrest expects everyone to be respectful and courteous to each other. When you interact with customers, supplies, or vendors, you should do so in a manner that represents Newrest in the best manner possible. You should also refrain from participating in pranks, horseplay, or practical jokes.

8. SECURITY

Newrest contracts with third-party security companies to enforce Newrest's strict security policies. You and visitors are required to pass through the security screening checkpoint when entering or exiting the building. Security personnel will address any concerns with the individual or manager, if needed. You and visitors are not allowed to enter or exit the building through any other entrance. Drivers and others associated with delivering food to the airport may leave the premises on an approved Newrest vehicle but must still enter or leave the building at the end of his/her shift through the main security entrance.

9. COMPLAINTS OR CONCERNS

Newrest is committed to providing the best possible working conditions for everyone. Part of this commitment is encouraging an open atmosphere in which any problem, complaint, suggestion, or question receives a timely response from management.

If you have any work-related problem, complaint, suggestion, or question, you should first talk to your immediate supervisor. Your supervisor is most familiar with you and your job and is likely in the best position to assist you. If your supervisor cannot help you resolve the matter, or if you are uncomfortable discussing the issue with your supervisor, you may contact any higher-level manager in your reporting hierarchy or the Human Resources department.

SECTION 2 – OPERATIONAL POLICIES

1. EMPLOYEE CLASSIFICATION

Your classification status is defined as one of the following:

Full-time - an employee normally scheduled to work at least 30 hours per week.

Part-time - an employee normally scheduled to work at least 16 hours but less than 30 hours per week.

Temporary - an employee who is hired in a job established for a temporary period or for a specific assignment.

For purposes of this handbook, all employees fall within one of the classifications above.

2. WORKING HOURS AND SCHEDULE

Newrest normally operates on a twenty-four seven (24/7) basis. You are assigned your work schedules and you are expected to observe the hours set within your department. Any special arrangements need to be authorized by your immediate supervisor and might require the approval of the department manager. You will be provided lunch and rest periods as required by federal, state, or local laws. Since each department's and staff's needs are different, ask your manager for the meal and break schedules for your area.

While meal periods are counted as unpaid time, break periods are included in your paid work time. You are prohibited from performing any work while on your unpaid meal period.

Nonexempt employees must take a full 30-minute lunch period. Notify your supervisor immediately, if your lunch is shorter than 30 minutes or if your lunch is interrupted by work.

3. OVERTIME

From time to time, you may be required to work overtime. In these instances, you are given as much advance notice as practical. We expect everyone to cooperate and help wherever and whenever it is needed. Non-exempt employees are paid at the rate of one and one-half (1½) times their regular hourly rate for hours worked in excess of 40 during the established workweek. All overtime worked by non-exempt employees must be approved in advance by their manager. Working overtime without managerial approval will not be tolerated.

For purposes of calculating overtime payments, only hours actually worked are counted, and the workweek begins Monday at 12:00 a.m. midnight and ends Sunday at 11:59 p.m.

4. PAY FOR EXEMPT EMPLOYEES

Exempt employees are paid on a salary basis. This means exempt employees will regularly receive a predetermined amount of compensation each pay period on a weekly basis. Newrest is committed to complying with salary basis requirements which allows properly authorized deductions. If you believe an improper deduction has been made to your salary, you should immediately report this information to the Human Resources department. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will promptly be reimbursed.

5. DAY AND SHIFT TRADES

Employees with similar job responsibilities and same department may be permitted to trade days or shift hours subject to the advance approval of their manager.

A "Day Trade" occurs when one employee (the working employee) agrees to work on a specified day in the place of another employee who wishes to be off but is scheduled to work that day (the scheduled employee). Day Trades can either be one-way or two-way. A "shift trade" occurs when two employees agree to switch their scheduled hours of work on a given day, each working the other's shift.

Hours worked on a "day trade" or "shift trade" will not be approved if it creates or leads to overtime hours.

Once a trade has been approved, the working employee is responsible for working the scheduled work time and for his/her performance during the shift. If the working employee is absent from work on the day trade or does not perform per expectations, then appropriate corrective action will take place per the attendance and other applicable policies.

6. EMPLOYEE ATTENDANCE

Attendance is a critical aspect of your performance at Newrest, and it impacts Newrest's ability to meet the customer's demands. Newrest's attendance policy is a point-based policy. This policy helps to meet both objectives outlined above. Generally, you are expected to be at work at the time and day scheduled.

Tardiness (.5 point)

You are expected to be at work at your appointed scheduled time. However, Newrest will allow you to be late for up to 5 minutes after the scheduled start time. Being late more than 5 minutes will result in .5 points.

Absences (1 point)

You are considered absent if you do not show up to work on your scheduled day. An absence may be excused by your manager due to unforeseen events, but they must be legitimate and far and few between. Your manager has the discretion to approve or not approve an absence. Your manager may also approve the use of PTO to cover an absence. One absence equals 1 point per day.

Absences due to sickness (1 point)

If you are absent due to a sickness, you may use your unused and accrued PTO to have it excused. If you do not have enough PTO to cover the absence, then your absence will not be excused. If you are absent for more than three days due to an illness, you must bring a doctor's note. For example, if someone is out sick for three days and they have provided a doctor's note, then that period will only accumulate one point and not three points. If you do not have enough PTO to cover the 3-day absence, the sick absence will result in just 1 point as long as a doctor's note is provided. To excuse the 3-day absence with PTO, you must provide a doctor's note.

No-call/No-show (NCNS) (2 points)

You are considered to have no-called/no-showed if you do not show up on your scheduled day and do not notify your manager before the beginning of the shift regarding your absence. No-call, no-show result in 2 points. If you no-call, no-show for three days in a row, your employment will result in termination of employment as job abandonment.

Notification

If you need to call in absent or you have another emergency, notify your manager.

Corrective Action for Attendance Violations

Progressive corrective action will take place for violating the attendance policy. Suspensions will be unpaid and for a minimum of two days. It is possible to skip levels of corrective action. For example, if someone is at 2 points and they no-call/no-show, then that will put them at four points to a suspension and they would have skipped the written corrective action level.

1 point	No corrective action
2 points	Verbal corrective action (in writing)
3 points	Written corrective action
4 points	Suspension
5 points	Termination

Accrual of Points

Points stay with you for six-months. After six months, the points drop off.

Excused Absences

The absences below are excused. In addition, managers may excuse an absence based on your circumstance and previous attendance behavior. You must still notify your manager for any of these absences and provide the appropriate documentation. Please see the corresponding sections of this handbook or the Human Resource department for additional information regarding these absences.

- FMLA absence
- Military Leave
- Inclement weather
- Birth of a child
- Death of a family member
- Court orders, such as jury duty, witness duty, child custody, etc.

Attendance Award

If you do not have any points for a six-month period, you will be awarded with an extra four hours of PTO.

7. INCLEMENT WEATHER

In the event of inclement weather, business practice is to keep Newrest open for business as usual. If Newrest does not declare an emergency closure, you are generally expected to report to work during severe weather conditions. However, absences or tardies may generally be excused if the city or state declares a state of emergency or if schools open late due to weather. If weather or other emergency conditions prevent you from reporting to work on time, you are responsible for notifying your manager as soon as possible, and no later than 30 minutes prior to the start of your shift.

8. TIMEKEEPING PROCEDURES

Newrest keeps accurate records of employees' working hours to meet requirements under federal and state laws. These records are used by Newrest to calculate your pay and paid time off balances. It is very important that they are accurate and complete. Non-exempt employees must clock in and out using the timeclock when they begin and end work each day. Non-exempt employees may not work outside of their scheduled time unless it has been previously approved by their manager. Altering, falsifying, or tampering with time records is prohibited and will subject you to discipline, up to and including termination. You must promptly notify your manager of any mistakes in your time records or pay.

9. PERSONNEL RECORDS

Personnel records are maintained on every employee. These records are Newrest property. They are held as confidential as is reasonably possible and Newrest will not release the information to anyone who

does not have the right or need to know. This information is used for benefit administration, notification in case of emergency, etc. Both outstanding and poor work may also be noted in one's file.

You should contact the Human Resources department, if there are any changes to any of the following: name, residence, telephone, marital status, insurance changes, tax exemptions, person to notify in case of an emergency, and other relevant information.

You may ask to review your personnel file during working hours in the presence of a manager, provided the request is reasonable. Contact Human Resources to schedule a time to do this.

10. PAY CHECKS

Please reference the state-specific supplement at the end of the handbook for any potential difference to this general rule.

Employees are paid weekly, every Friday. Payday is every Friday and covers the preceding workweek. If the regular payday occurs on a holiday, the payday is the last working day prior to the holiday.

You are required to be paid via direct deposit or pay card. You may elect direct deposit into one or more checking or savings accounts at a bank or financial institution of your choice. You will be paid for the hours that you have worked as indicated on the time clock report. Any questions about your pay should be immediately directed to your manager.

On each payday, you will have access to electronically receive a statement showing gross pay, deductions, and net pay through your payroll account. To access this information, including your pay statement and other payroll records, you need to provide a working email address. It is your full responsibility to log into the system provided by the Human Resources Department to access your check stub. The Human Resources Department or your manager can assist you with providing your check stub as circumstances require.

11. BUSINESS EXPENSE REIMBURSEMENT

Generally, expenses reimbursed by the Newrest include those as reasonable and necessary to properly conduct Company business.

You may request reimbursement by filing an Expense Report. You should document the purpose of the expense and the nature of the business conducted and provide a receipt and/or proof of purchase. The form must include the appropriate approval signatures. Expense reports should be turned in within two weeks of the cost incurred. Expenses will not be reimbursed for those incurred more than two months prior to submission. All reimbursements are paid on one's normal paycheck. Newrest will not process a special payroll or manual check for a reimbursement.

Travel Reimbursement

Newrest will generally arrange and pay for airfare, hotel, and vehicle as necessary. If you are traveling overnight on business for Newrest, Newrest will reimburse you for up to \$50 per day for food. You must follow the same process for reimbursement as for any other expenses.

If you must pay for any airfare, hotel, or vehicle, you must obtain approval first from the Country Manager for such expenses before incurring them. Furthermore, depending on the length of time for the travel, Newrest may reimburse you for laundry and dry-cleaning services. Such reimbursement must also be approved by the Country Manager before the expense is incurred.

In cases in which vacation time is added to a business trip, any cost variance in airfare, car rental or lodging must be clearly identified. You are responsible for reimbursing Newrest for the difference in cost from what would have been incurred for business travel compared to the cost due to your personal schedule change.

Occasionally it may be necessary for travelers to request exceptions to this travel policy. Requests for exceptions to the policy must be made in writing and approved by the Country Manager.

12. CORRECTIVE ACTION / DISCHARGE

Your conduct is a major factor affecting the health and growth of Newrest. It is also an important aspect of Newrest's image within the community.

When management finds your performance is unsatisfactory or your conduct is unacceptable, corrective action may be taken. The corrective action, or discipline, may range from informal discussion with the employee to immediate discharge, depending on Newrest's opinion of the seriousness of the situation. Any action taken by management in an individual case should not be assumed to establish a precedent in other circumstances.

13. REFERENCES

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

14. RESIGNATION

Newrest asks every employee to give at least two weeks' notice of his or her intention to leave his or her job. Newrest retains the right to dismiss the resigning employee immediately with pay for the notice period. Failure to give two weeks' notice will be a factor for consideration if you reapply for employment with Newrest.

When possible, the Human Resources department will schedule an exit interview on or close to your final day of employment to discuss your reason(s) for leaving and general resignation procedures. Before your last day, you must return all Company property in your possession, including but not limited to Newrest's identification badges, keys, uniforms, computer or office equipment, company cars and credit cards.

Newrest will issue your final paycheck on the next regular payday after your resignation. All insurance plans continue through the end of the month in which you work your last day, as long as you have paid your employee contributions for that month. You may also be eligible to continue participation in Newrest's group health plan at your own expense for at least 18 months.

15. REHIRE / RE-EMPLOYMENT

If you wish to seek re-employment with Newrest after resignation, you may do so by applying through the Human Resources department. Former employees may be considered for re-employment provided they qualify for the position of interest and maintained satisfactory performance and attendance while they were employed with Newrest.

Re-employment is based on the same Company needs and qualifications as are considered in the employment of any other applicant. For rehires, all benefits and PTO will begin as any new hire, regardless of how long the individual was not employed at Newrest.

16. OUTSIDE EMPLOYMENT

Newrest recognizes that employees sometimes seek additional employment during their off hours. Outside employment is permitted so long as it doesn't interfere with your job performance at Newrest, is not a conflict of interest, and your manager is aware of the outside employment. Any conflicts with a second job will not be acceptable excuses for not meeting expectations or attendance requirements, including any overtime work.

17. EMPLOYMENT OF RELATIVES

Newrest may employ relatives of current employees except in the following situations:

- Relatives would be in a position to supervise another relative.
- Relatives have access to confidential information including payroll and personnel records.
- Relatives audit, verify, receive, or are entrusted with money handled by the other relative.

For the purposes of this policy "relative" is defined as a spouse, parent, child, sibling, in-law, aunt, uncle, niece, nephew, grandparent, grandchild, or member of household.

Some exceptions may be made to the guidelines above, but all exceptions need to be approved by the Unit Manager or Director of Operations.

In cases of marriage between two employees, if the above guidelines apply, one must transfer. These guidelines apply to all categories of employment, including full-time, part-time, and temporary classifications.

If you marry or establish a close personal relationship with someone at work, you can continue in your current position as long as a prohibited employment relationship is not created. If one of the prohibited situations does occur, steps may be taken to change the work relationship to avoid any conflict of interest.

18. LOCKERS AND PERSONAL BELONGINGS

Lockers are provided in main restrooms for storage of personal items while on duty. Lockers will remain the property of Newrest and may be inspected and searched by a manager at any time. Items placed inside or outside of one's locker are left there at the employee's own risk. You must provide your own locks and must remove the locks after the end of the shift to allow other employees from different shifts to use the lockers. Lockers are not assigned.

SECTION 3 – EMPLOYEE BENEFITS

1. MEDICAL, DENTAL, VISION INSURANCE

Full-time employees may be eligible to participate in Newrest's insurance programs. Health insurance benefits are effective the first (1st) of the month, following thirty (30) days of employment. Upon becoming eligible to participate in these plans, you will receive summary plan descriptions (SPDs) describing the benefits in greater detail. Please refer to the SPDs for detailed plan information. You may also speak to the Human Resources Department if you have any further questions.

2. HOLIDAYS

Non-exempt (hourly) employees

Newrest observes the following as Company-recognized holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Christmas

Full-time non-exempt (hourly) employees who are scheduled to and do work on Company-recognized holidays are paid two times their regular rate, as long as you work the previously scheduled day and the scheduled day after the holiday. If you work on the holiday but do not work the previously scheduled day or the scheduled day after the holiday, you will be paid your regular rate.

If you do not work on a holiday, you are paid for half the day (4 hours for full-time employees) at your regular rate as long as you work the previously scheduled day and the scheduled day after the holiday.

If you were scheduled to work on the holiday and did not work or do not work on the previously scheduled day or the scheduled day after the holiday, you will not be paid at all for the holiday.

If you are on leave without pay during a holiday, you will not receive holiday pay. If you are on PTO leave as approved by your manager, you will be paid for half the day on the holiday as long you work the previously scheduled day before the first day of PTO leave and the scheduled day after the end of PTO leave.

Part-time employees will receive holiday pay as outlined above if the holiday falls on a day the employee is scheduled to work. The amount of holiday pay received will depend on the number of hours typically worked in a week. For example, if a part-time employee typically works 20 hours per week, then the holiday pay would be 2 hours for not working on a holiday as long as all other criteria in this section are met.

Exempt (salaried) employees

Generally speaking, exempt (salaried) employees are expected to be off on the holidays. However, business demand may require that you work on a holiday. Exempt (salaried) employees who work on the holiday, are paid their normal salary for the holiday. In addition, if you work on the holiday, you will receive an extra day of PTO (8 hours) added to your PTO Holiday balance, separate from your regular PTO balance. These additions must be approved by the Unit Manager or Director of Operations.

If a holiday falls within your approved PTO leave, you will be paid for the holiday in lieu of the use of PTO. If a holiday falls on a regularly scheduled day off, you will not receive holiday pay or an extra day of PTO. You will still receive your full salary assuming there are no other circumstances that would affect your pay.

Department managers and upper management

Department managers and upper management are eligible for four additional paid holidays: President's Day, Columbus Day, Veteran's Day, Day after Thanksgiving. The holiday guidelines for department managers and upper management are the same as for exempt (salaried) employees, including for the holidays mentioned in this section.

3. PAID TIME OFF

Paid Time Off (PTO) may be used for vacation, sickness, or other personal purposes. There is no separate vacation or sick policy. Non-exempt employees may take personal time in increments of 1 hour or more. Exempt employees may only take personal time in increments of 4 hours.

PTO is accrued every pay period. You will accrue PTO beginning with your first paycheck. The accrual amount is based on your tenure at Newrest as shown below.

Service Year	Annual Benefit	Hours accrued per pay period	Maximum Accrual (Hours)
0 – 3 years	80 hours / 10 days	1.54	80
3 – 10 years	120 hours / 15 days	2.31	100
10 – 20 years	160 hours / 20 days	3.08	120
20 + years	200 hours / 25 days	3.85	160

The accruals above are dependent on the number of earning hours worked in a pay period. Earning hours are defined as any hours that are paid, such as regular hours, overtime hours, PTO hours, bereavement hours, etc. For example, if you have 31 earning hours out of 40 possible hours in a pay period, you will accrue 1.23 hours of PTO that pay period instead of the full 1.54 hours. The PTO accrual threshold is broken out by 5 different increments, or 8 hours. To obtain the full PTO accrual per pay period, you must have at least 32 earning hours.

You may not go into the negative to be paid for any PTO leave. The maximum amount of PTO you may take at one time is 80 hours, regardless of the amount of PTO accrued. PTO hours do not expire at any time, except at the separation of employment. Newrest does not pay out any PTO at separation of employment, regardless if the separation is voluntary or involuntary.

To schedule Paid Time Off, you must submit a completed leave request form to your manager or submit the request through the timekeeping system, currently ADP, at least one month before the requested leave. Any requests made less one month prior to the start of requested leave is may not be approved. You must ensure that you have enough accrued leave available to cover the date(s) requested.

There is an exception to the notice requirement above. Newrest’s busiest time periods are March, June, July and August. To accommodate the busy season and not jeopardize the operations, all time off requests for June through August need to be submitted by the end of March. You will be notified of the status of their time off request by April 15. Any time off requests for June through August that are submitted after the end of March, may have a higher probability of being denied, even if the notice is given more than one month ahead. Newrest will not be held accountable for your planning and purchasing items for vacation, such as airfare, without obtaining prior PTO approval from your manager.

Part-time employees are eligible for PTO. The number of annual PTO hours available is dependent on the number of hours you work. See the paragraph in this section that defines worked (earned) hours. The calculation is as follows: Number of hours worked (earned) per week ÷ 40 hours × annual benefit in hours = total annual PTO hours available.

4. PARENTAL LEAVE

Purpose/Objective

Newrest will provide up to three (3) weeks of paid parental leave to eligible employees following the birth or adoption of an employee’s child. One of these weeks may be taken immediately before the due birth date or adoption of the child and the other two may be taken after the birth or adoption of the child. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn child. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable.

Eligibility

To be eligible, you must meet the following criteria:

- Have been employed with Newrest for at least 3 months
- Be a full-time, regular employee (interns are not eligible for this benefit)
- Must be in good standing with Newrest
- Must be the mother or father of a newborn child, or have adopted a child

Amount, Time Frame, and Duration of Paid Parental Leave

If you are eligible, you will receive a maximum of 3 weeks of paid parental leave per birth. The fact that a multiple birth occurs (e.g., the birth of twins) does not increase the 3-week total amount of paid parental leave granted for that event. Also, one of these weeks may be taken immediately before the due birth date of the child and the other two may be taken after the birth of the child. You may not take more than two weeks of paid paternal leave after the birth of the child, regardless if you took the one week of paid paternal leave before the birth of the child or not. You may take additional paid time off using your used and unaccrued PTO or additional unpaid time off for FMLA, if you qualify for that leave. In addition, in no case will you receive more than 3 weeks of paid parental leave in a rolling 12-month period, regardless of whether more than one birth occurs within that 12-month time frame.

Each week of paid parental leave is compensated at 100 percent of your regular, straight-time hourly pay. Paid parental leave will be paid on a biweekly basis on regularly scheduled pay dates.

You must take paid parental leave in one continuous period of leave and must begin to use all paid parental leave immediately after the time of birth.

In addition, if a mother gives birth to a child and is not able to return to work due to a disability that limits her ability to perform her essential duties of the job, with or without reasonable accommodation, then the mother is eligible to take up to an additional three (3) weeks of paid leave after the birth of a child. To take this additional leave, you are required to provide the documentation obtained from Human Resources that supports the need for additional leave. If notification and appropriate documentation are not provided in a timely manner, approval for additional paid leave may be denied. You may still be eligible for unpaid leave according to FMLA guidelines.

Upon termination of the individual's employment at Newrest, he or she will not be paid for any unused paid parental leave for which he or she was eligible.

Coordination with Other Policies

Paid parental leave taken under this policy will run concurrently with leave under the FMLA; thus, any leave taken under this policy that falls under the definition of circumstances qualifying for leave due to the birth or adoption of a child, the leave will be counted toward the 12 weeks of available FMLA leave per a 12-month period. All other requirements and provisions under the FMLA will apply. In no case will the total amount of leave—whether paid or unpaid—granted to the employee under the FMLA exceed 12 weeks during the 12-month FMLA period. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.

After the paid parental leave is exhausted, the balance of FMLA leave (if applicable) will be compensated through employees' accrued and unused PTO. Upon exhaustion of accrued and unused PTO, any remaining leave will be unpaid leave.

Newrest will maintain all benefits during the paid parental leave period just as if you were taking any other company paid time off leave.

If a company holiday occurs while you are on paid parental leave, such day will be paid as parental leave entitlement.

If you do not qualify for FMLA and you take paid parental leave, you will be afforded the same level of job protection for the period of time that you are on paid parental leave as if you were on FMLA-qualifying leave.

Requests for Paid Parental Leave

You must provide your manager and the human resource department with notice of the request for leave at least six months prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). You must complete the necessary HR forms and provide all documentation as required by the HR department to substantiate the request.

5. NURSING MOTHERS

A private space will be provided, and time will be permitted, for nursing mothers to express milk during the workday. The time permitted typically will not exceed the normal time allowed for lunch and breaks. If additional time is needed above and beyond normal breaks/meal time, you and the manager will agree upon a plan which might include you using PTO, arriving at work earlier, leaving later, or taking unpaid time off.

6. BEREAVEMENT LEAVE

Paid bereavement leave is available for all employees in the event of death of the family members outlined below:

- 3 days maximum for immediate family members (i.e., spouse, child, parent, sibling)
- 2 days maximum for grandparents
- 1 day maximum for in-laws and other extended family

If you need additional days, you will be required to use your accrued and unused paid time off. Newrest may ask you to provide documentation validating the death and relationship to the deceased.

To be paid for bereavement leave, you must be actively employed and physically at work the day before and through the rest of the pay period after the time off in question.

7. JURY DUTY AND OTHER REQUIRED COURT APPEARANCES

As it is the duty of every citizen to serve on a jury when called, Newrest will recognize your absence based on a summons to serve on a jury prior to the time that you are scheduled to serve. Jury absence will be noted on the time sheet or time card. During the period of actual service on the jury, you will be paid, provided you return to work promptly as soon as relieved from jury service. You will not be paid, however, if the jury service is on a scheduled day off. You are not paid for any other required court appearances, such as subpoenas, unless required by state or local law. You may use, per manager approval, any unused and accrued PTO.

If you are chosen to sit on a jury or subpoenaed for other mandatory reasons, you must inform your manager as soon as possible. For jury service, you must also check in with your manager periodically so Newrest knows when to expect you back to work.

Under either circumstance, you will be expected to report for your regular duties when temporarily excused from attendance in court. You are also required to furnish your manager with a copy of the subpoena, official court notice, or evidence of having served on a jury for the time claimed.

8. VOTING LEAVE

Newrest encourages employees to exercise their voting rights in all municipal, state, and federal elections. Under most circumstances, it is possible for employees to vote either before or after work. If it is necessary for employees to arrive late or leave work early to vote in any election, employees should arrange with their manager at least five (5) days prior to Election Day, or as required by state or local law. Employees are expected to work with their manager to ensure the absence does not negatively affect Newrest operations.

9. MILITARY LEAVE

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

10. FAMILY AND MEDICAL LEAVE

Newrest provides up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- Incapacity due to pregnancy, prenatal medical care, or child birth.
- To care for the employee's child after birth, or placement for adoption or foster care.
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition.
- Serious health condition that makes the employee unable to perform the employee's job.
- Qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on covered active duty.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or called to active duty status in the Armed Forces, National Guard, or Reserves may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

**The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition."*

Benefits and Protections

During FMLA leave, Newrest maintains the employee's health coverage under any group health plan on the same terms as if the employee had continued to work. Employees must continue to pay their portion of any insurance premium while on leave. If the employee is able but does not return to work after the expiration of the leave, the employee will be required to reimburse Newrest for payment of insurance premiums during leave.

Upon return from FMLA leave, most employees are restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Certain highly compensated employees (key employees) may have limited reinstatement rights.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave. As with other types of unpaid leaves, paid leave will not accrue during the unpaid leave so long as the leave is for at least one full pay period. Holidays, funeral leave, or Newrest's jury duty pay are not granted on unpaid leave. You do not accrue PTO during FMLA leave.

Eligibility Requirements

You are eligible if you have worked for Newrest for at least 12 months and for 1,250 hours over the previous 12 months, and if you work at a work site with at least 50 employees within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents you from performing the functions of your job or prevents a qualified family member from participating in school or other daily activities.

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

Use of Leave

The maximum time allowed for FMLA leave is either 12 weeks in the 12-month period, or 26 weeks as explained above. Newrest uses the 12-month period measured forward from the first day of your first leave.

You do not need to use this leave entitlement in one block, unless it is for the care of a newborn child after birth. Any other reason for leave can be taken intermittently or on a reduced leave schedule when medically necessary. You must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt Newrest's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

If you take intermittent or reduced schedule leave based on planned medical treatment or take intermittent or reduced schedule family leave with Newrest's agreement, you may be required to temporarily transfer to another job with equivalent pay and benefits that better accommodates that type of leave.

Substitution of Paid Leave for Unpaid Leave

Newrest requires you to use accrued paid leave while taking FMLA leave. Paid leave used at the same time as FMLA leave must be taken in compliance with Newrest's normal paid leave policies. FMLA leave is without pay when paid leave benefits are exhausted.

Employee Responsibilities

You must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, you must provide notice as soon as practicable and generally must comply with Newrest's normal call-in procedures.

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

You are required to provide a certification and periodic recertification supporting the need for leave, unless it is related to the pregnancy and birth of one's child. Newrest may require second and third medical opinions at Newrest's expense. Documentation confirming family relationship, adoption, or foster care may be required. If notification and appropriate certification are not provided in a timely manner, approval for leave may be denied. Continued absence after denial of leave may result in disciplinary action in accordance with Newrest's attendance guideline. If you are on leave, you must contact the Human Resources Manager at least two days before your first day of return.

Newrest's Responsibilities

Newrest will inform you when requesting leave whether you are eligible under FMLA. If you are, the notice will specify any additional information required as well as your rights and responsibilities. If you are not eligible, Newrest will provide a reason for the ineligibility.

Newrest will inform you if leave will be designated as FMLA-protected and the amount of leave counted against your leave entitlement. If Newrest determines that the leave is not FMLA-protected, Newrest will notify you.

Unlawful Acts

FMLA makes it unlawful for Newrest to:

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

Enforcement

You may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against Newrest.

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

11. MEDICAL LEAVE

A medical leave of absence may be granted to full-time employees for absences arising from the employee's illness or injury. This leave may be approved only if the employee is not eligible for FMLA leave due to not being employed for at least one year or not having worked the sufficient number of hours required under FMLA.

The following conditions must be met for a medical leave to be granted:

- You have completed 90 days of employment with Newrest, unless leave is needed as a reasonable accommodation for a disability.
- You notify your manager as soon as possible of the need for medical leave.
- All accrued and unused PTO is used at the beginning of the leave of absence.
- You submit to your manager the appropriate documentation obtained from Human Resources the reason for leave and the estimated time needed.
- Your immediate manager and the Human Resources Manager approve in writing the leave before the leave is taken.

Medical leaves generally will be limited to no longer than 30 days. When you are ready to return to work from the leave, you must present a medical provider's statement indicating your ability to return to work. If you are unable to return to work at the end of the leave, you may be entitled to additional accommodation under the Americans with Disabilities Act (ADA) or other law. You must supply sufficient information from your medical provider indicating that you are unable to return due to a disability and the likely date you will be able to return to work with or without reasonable accommodation. You must qualify for coverage under the Act and any accommodation provided must be reasonable and not result in any undue hardship to Newrest. The scope and duration of the potential accommodation will be determined after an interactive dialogue between you and Newrest.

Newrest may reinstate you to return from a medical leave of absence, when in the opinion of Newrest, it is practical to do so or as a reasonable accommodation under the ADA.

Newrest currently continues medical and life insurance benefits for an employee on leave for a maximum of 30 days as long as the employee continues to pay the employee's portion of the premium. Paid time off will not accrue during a medical leave of absence. Holidays, bereavement pay, jury duty pay, or any other paid leave will not be granted during the leave. Part-time employees are not eligible for a leave of absence under these guidelines except as may be required by the ADA.

12. PERSONAL LEAVE OF ABSENCE

A non-medical personal leave of absence may be granted to full-time employees for a period no longer than 30 days. Approval is based upon such factors as the reason for the requested leave, length of leave desired, the department's workload, the employee's work record, and employee's length of service. A personal leave of absence must be for at least five days.

In order to qualify for a leave of absence, you must meet the following conditions:

- You have completed 90 days of employment with Newrest.
- You notify your manager as soon as possible of the need for medical leave.
- All accrued and unused PTO is used at the beginning of the leave of absence.
- You submit to your manager the appropriate documentation obtained from Human Resources the reason for leave and the estimated time needed.
- Your immediate manager and the Human Resources Manager approve in writing the leave before the leave is taken.

Personal time off will not accrue during a leave of absence. Newrest currently continues medical and life insurance benefits for an employee on leave for a maximum of 30 days as long as the employee continues to pay the employee's portion of the premium. Paid time off will not accrue during a personal leave of absence. Holidays, bereavement pay, jury duty pay, or any other paid leave will not be granted during the leave. Part-time employees are not eligible for a personal leave of absence under these guidelines.

SECTION 4 – STANDARDS OF CONDUCT

1. EMPLOYEE DRESS AND PERSONAL APPEARANCE

Newrest's business image is important and we expect employees to maintain standards of dress and appearance appropriate to the organization and the individual position responsibilities. Dress, grooming, personal cleanliness, and professional behavior standards contribute to the professional image we present to our customers and visitors. You are expected to maintain appropriate standards of grooming, personal hygiene, and dress during working hours and on Company property. No apparel, personal grooming, or hygiene practices should distract others or create a safety hazard to any employee. Dress standards vary based on location.

Some employees may be required to wear uniforms or safety equipment/clothing. Please contact your manager for specific information regarding rules to follow as well as acceptable attire for your position. If you report to work dressed or groomed inappropriately in Newrest's opinion, your manager may instruct you to return home until you are well-groomed and wearing the proper attire before you are permitted to work.

For those visiting the manufacturing facility or walking through the facility (excluding operations managers), close-toed and low-heeled shoes are appropriate. For safety reasons, extremely high-heeled shoes, flip-flops, sandals, or other open-toed footwear are not allowed. Appropriate Personal Protective Equipment (PPE) is required for all employees and/or visitors.

Production Floor

All operations employees (including operations managers) are required to wear ANSI or ASTM-rated steel/composite toe safety footwear. Newrest provides the required footwear for those working in the Production department. For everyone else, you are required to purchase your own footwear. Newrest will reimburse you up to \$70 for a pair of required footwear. Your manager must approve of the expense before it is incurred for the employee to be reimbursed. Newrest will not reimburse employee's for footwear more frequently than one time per year.

You are not allowed to wear jewelry or piercings that are visible, regardless if it is a permanent or temporary piercing or jewelry item. Furthermore, nail polish is not allowed. Headphones or earbuds are not to be used while working.

Short- or long-sleeve T-shirts, golf and collared shirts, and jeans in good repair are appropriate. Shorts are not allowed. Proper Protective Equipment (PPE) is required for all operations employees.

Administrative Office

Proper business casual attire, which include dress jeans or dress shorts, slacks, button and collared shirts, skirts, dresses, and dress shoes, are appropriate. Workout clothes, ball caps, raggedy or overly ornamented jeans or shirts are not appropriate. Fridays are more casual in attire. However, the clothing items previously mentioned as inappropriate are still inappropriate for any day. If you have business meetings, you are expected to dress professionally for the occasion.

To create a favorable impression, you must be well groomed at all times. Body odor, bad breath, cigarette smoke, and excessive use of perfume or cologne may be offensive to co-workers and to the public. Please take the necessary precautions with regular bathing and unscented deodorants.

If you are unclear about our dress and appearance guidelines, you are encouraged to consult with your manager. Depending upon the circumstance, you may be sent home and directed to return to work in proper attire. Continued or frequent departures from these guidelines will not be permitted.

2. SMOKING

Newrest prohibits smoking on all company premises in order to provide and maintain a safe and healthy work environment for everyone. This prohibition includes all forms of tobacco and e-cigarettes.

The smoke-free workplace policy applies to:

- All areas of Company buildings.
- All Company-sponsored off-site conferences and meetings.
- All vehicles owned or leased by Newrest.
- All visitors, including customers and vendors, to Newrest premises.
- All contractors and consultants and/or their employees working on Newrest premises.
- All employees and temporary employees.

Smoking, including smoking in any of its forms, and the use of tobacco is permitted in designated parking lots only. You must be at least 25 feet away from the building when using tobacco or smoking in any of its forms.

3. PERSONAL VISITS AND TELEPHONE CALLS

Disruptions during work time can lead to errors and delays. Therefore, family and friends should avoid calling you during working hours, but they can call the unit's main line to leave important messages or to contact you in case of an emergency.

4. USE OF SOCIAL MEDIA

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with Newrest, as well as any other form of electronic communication.

Carefully read these guidelines and the other guidelines found in the Handbook, and ensure your postings are consistent with these policies. Inappropriate postings that include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Always be fair and courteous to fellow associates, customers, members, suppliers or people who work on behalf of Newrest. If you decide to post complaints or criticism, do not use statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, members, associates or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment based on an individual's membership in a protected class or any other status protected by law or company policy.

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Never post any information or rumors that you know to be false about Newrest, co-workers, suppliers, people working on behalf of Newrest or competitors.

Maintain the confidentiality of Newrest's trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications. Furthermore, you should not take pictures or video and especially not post or share pictures or video of any part of the inside of the building.

Respect financial disclosure laws. It is illegal to communicate or give a "tip" on inside information to others so that they may buy or sell stocks or securities. Do not create a link from your blog, website or other social networking site to Newrest's website without identifying yourself as an employee of Newrest. Express only your personal opinions. Never represent yourself as a spokesperson for Newrest.

If Newrest is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of Newrest, co-workers, customers, suppliers or people working on behalf of Newrest. If you do publish a blog or post online related to the work you do or subjects associated with Newrest, make it clear that you are not speaking on behalf of Newrest.

Do not use social media while on work time or on equipment we provide.

Do not use Newrest's email addresses to register on social networks, blogs or other online tools utilized for personal use.

Nothing in this policy is intended to infringe upon employee rights under Section 7 of the National Labor Relations Act to engage in concerted, protected activity for their mutual aid and protection.

5. CONFLICTS OF INTEREST AND BUSINESS ETHICS

High standards of ethical behavior and workplace conduct make good business sense. They serve as the cornerstone of Newrest's reputation. Newrest's ability to attract customers and quality employees depends on this reputation. Your actions may enhance, maintain, or damage the standing that Newrest has developed. Therefore, Newrest expects you to exercise the highest standards of ethics in all decisions that may impact the Company.

If there is any question about a course of action, it is your responsibility to get clarification from management. It is important that you always uphold a standard of honesty and integrity. These are values important to Newrest's existence. Carefully follow all Newrest procedures concerning inventory control, handling cash receipts, expense reporting, and maintenance of a secure workplace.

Dishonesty and theft are not tolerated. If you witness an act of dishonesty or theft, report the incident immediately to a manager or supervisor. You are expected to cooperate in the investigation of any such situation.

Everyone must avoid activities or relationships that conflict with Newrest's interests or adversely affect Newrest's reputation. The types of activities and relationships employees must avoid include, but are not limited to:

- accepting or soliciting a gift, favor, or service that is intended to, or might appear to, influence the employee's decision-making or professional conduct;
- accepting, agreeing to accept, or soliciting money or other benefit in exchange for the employee's favorable decisions or actions in the performance of his or her job; and
- accepting employment or compensation or engaging in any business or professional activity that might require disclosure of Newrest confidential information.

You must disclose actual or potential conflicts to your manager as soon as you become aware of them. Failure to make required disclosures or resolve conflicts of interest satisfactorily can result in discipline, up to and including discharge.

6. USE OF COMMUNICATION AND COMPUTER SYSTEMS

Newrest's computer network, access to Internet, email and voicemail systems are business tools intended for employees to use in performing their job duties. Therefore, all documents and files are the property of Newrest. All information regarding access to Newrest's computer resources, such as user identifications, phone numbers, access codes, and passwords are confidential Company information and may not be disclosed to non-Company personnel.

All computer files, documents, and software created or stored on Newrest's computer systems are subject to review and inspection at any time. You should not assume that any such information is private, including email that is either sent or received.

Personal use of the internet

Use of the Internet is for business purposes during the time you are working. Personal use of the Internet should not be on business time, but rather before or after work or during breaks or lunch period. Regardless, Newrest prohibits the display, transmittal, or downloading of material that in violation of Company guidelines or otherwise is offensive, pornographic, obscene, profane, discriminatory, harassing, insulting, derogatory, or otherwise unlawful at any time.

Software and copyright

Newrest fully supports copyright laws. You may not copy or use any software, images, music, or other intellectual property (such as books or videos) unless you have the legal right to do so. You must comply with all licenses regulating the use of any software and may not disseminate or copy any such software without authorization.

Unauthorized Use

You may not attempt to gain access to another employee's personal file of email messages or send a message under someone else's name without the latter's express permission.

E-mail

E-mail is to be used for business purposes only. Newrest prohibits the display, transmittal, or downloading of material that is offensive, pornographic, obscene, profane, discriminatory, harassing, insulting, derogatory, or otherwise unlawful at any time. No one may solicit, promote, or advertise any outside organization, product, or service by e-mail or anywhere else on Company premises during working time. Working time does not include breaks or meal periods. Newrest reserves the right to monitor emails.

You are prohibited from unauthorized use of encryption keys or the passwords of other employees to gain access to another employee's e-mail messages.

Use of Telephone/Cell Phone

Phones and mobile devices with cameras should not be used in a way that violates Newrest guidelines such as, but not limited to, discrimination, harassment and confidential information. Your use of a cell phone or mobile device to access company systems is restricted/prohibited without prior authorization. Such access, once authorized, may subject your personal device to discovery requests or Company action.

You must adhere to all federal, state, or local rules and regulations regarding the use of mobile communication devices, either calling or texting or the use of e-mail, while driving. Accordingly, you must not use mobile communication devices while driving if law, regulation, or ordinance prohibits such conduct.

If you are charged with a traffic violation(s) resulting from the use of mobile communication devices while driving, you will be solely responsible for all liabilities that result from such actions.

Newrest telephone lines should not be used for personal long-distance calls.

7. USE OF FACILITIES, EQUIPMENT AND PROPERTY

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

You should notify your manager if any equipment, machines, or tools appear to be damaged, defective, or in need of repair. Your manager can answer any questions about your responsibility for maintenance and care of equipment used on the job.

Newrest is not responsible for any damage to your personal belongings.

8. NONBUSINESS USE OF EMPLOYER FACILITIES

Newrest's facilities must be available to meet production needs. Therefore, the use of Newrest's offices, meeting rooms, bulletin boards, or equipment for nonwork reasons is prohibited.

9. PUBLICITY/STATEMENTS TO THE MEDIA

All media inquiries regarding the position of Newrest as to any issues must be referred to the Country Manager. Only Newrest corporate headquarters is authorized to make or approve public statements on behalf of Newrest. No employees, unless specifically designated by Legal Counsel, are authorized to make those statements on behalf of Newrest.

10. SOLICITATIONS AND DISTRIBUTION

To protect you from unwanted solicitations that can interfere with work duties and productivity or create tension and discord among employees, the following rules will apply to all our staff.

You may not solicit or ask other employees to purchase goods or services, make donations or contributions, sign cards or petitions, or join or support groups or causes in any work area during employees' work time.

You may not distribute any literature or written materials that are not job related and approved by management during work time in any work area.

Management may make occasional exceptions to the above rules for certain charitable or other Company-sponsored activities or when required by law.

Anyone who is not an employee is prohibited from entering our premises at any time to solicit support from our employees for any organization or cause; or to otherwise proselytize, distribute literature, or sell or market products/services to our staff. Exceptions to this important rule may be made only for vendors or service representatives whose purpose is strictly related to our business functions and purposes, and then only with prior approval of our management.

11. PROBLEM SOLVING

Your work will always involve other people, rules, and procedures. There may be problems you think can be avoided or processes that can be improved, or decisions with which you do not agree. You may have suggestions or perspectives you want to have considered. Provided you participate in a responsible way, you can have a review of any such matter by someone in management who will listen.

You should promptly discuss such issues with your manager. Discussions held in a timely manner will enhance our ability to resolve concerns while they are fresh in everyone's mind. Most misunderstandings can be resolved at this level.

If the solution offered is not satisfactory, or if it is inappropriate to go to your manager, then you are encouraged to take the problem to your Unit Manager. If the problem still cannot be resolved, you may submit a written complaint to the Human Resources Manager for review and final decision about the situation. Also see the Equal Employment Opportunity/Unlawful Harassment/Other Accommodation complaint procedure.

If you want or need help with any step of this process, the people in Human Resources are responsible for seeing that you get the help you need. This process is set up as an open channel to improve communication. Don't hesitate to use it.

SECTION 5 – EMPLOYEE AND EMPLOYER RESPONSIBILITY FOR SAFETY

1. BULLETIN BOARD

Important personnel and safety notices as well as items of general interest are continually posted on our bulletin board. Employees should review it frequently. This will assist employees in keeping up with what is current at Newrest. To avoid confusion, employees should not post or remove any material from the bulletin board.

2. INSPECTIONS

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

3. SAFETY AND HEALTH

Newrest is committed to a safe work environment for everyone. In all production areas, you are required to follow all safety and hygiene rules, including wearing smocks, proper production footwear, and

appropriate covers for hair and beard. You should report any unsafe practices or conditions to your manager.

Everyone must report all accidents in writing, no matter how minor, to their manager immediately. Newrest wants to provide you with prompt medical treatment from one of Newrest's designated physicians. Your first visit for treatment for on-the-job injuries must be obtained from one of these physicians or else you may be responsible for part of the initial treatment cost. Prompt reporting of the accident will help Newrest to take steps to reduce the possibility of future accidents.

Refer to the Safety Manual for more information regarding the safety program, policies, and practices.

4. DRIVER SAFETY

You may operate a Newrest-owned vehicle only under these conditions:

- Acting at the direction of and with explicit permission from Newrest;
- Are age 18 or older
- Hold a valid license for the class of vehicle in question; and
- Are otherwise qualified to drive the vehicle in question under federal and state laws and regulations.

While operating a motor vehicle on Newrest business, you must observe all legal, airport, and company policies, including but not always limited to observing applicable speed limits, obeying traffic rules, driving defensively, and reporting any accidents to your manager. You must notify your manager if your driver's license is ever revoked or suspended.

Drivers must ensure that safety belts are worn by drivers and passengers in all vehicles used for Newrest business.

You should inspect your vehicles daily using the vehicle inspection checklist. Supervisors conduct follow-up/quality control inspections regularly.

You are responsible for any moving violations and parking tickets that they may incur during employment. You must promptly (the same or next working day) report any parking tickets and other moving violations tickets received in a company vehicle.

Portable communications while driving

You must adhere to all federal, state, or local rules and regulations regarding the use of mobile communication devices, either calling or texting or the use of e-mail, while driving. Accordingly, you must not use mobile communication devices while driving if law, regulation, or ordinance prohibits such conduct. The use of hand-held mobile communication devices for business or personal purposes while driving, regardless of driving conditions, such as slowed or stopped traffic, is strictly forbidden. Should you need to make a call, text, or use e-mail while driving, you should locate a lawfully designated area to park and make the call. Special care should be taken in situations where there is traffic, inclement weather, or when driving in an unfamiliar area. Use of a hands-free speaking device such as a speakerphone/earpiece, although currently permitted if allowed by law, is discouraged by Newrest due to potential distractions.

If you are charged with a traffic violation(s) resulting from the use of mobile communication devices while driving, you will be solely responsible for all liabilities that result from such actions.

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

Vehicle-Related Accidents

You must report all accidents in writing, no matter how minor, to your manager immediately. Newrest wants to provide you with prompt medical treatment from one of its designated physicians. Your first visit for treatment for on-the-job injuries must be obtained from one of these physicians or else you may be responsible for the initial treatment cost. Prompt reporting of the accident will help Newrest to take

steps to reduce the possibility of future accidents. The following guidelines apply for all vehicle-related accidents:

- You must report traffic accidents to local police and then their supervisor.
- You must not sign or make any statements regarding your responsibility or fault for an accident that occurs while you are driving on Newrest business. You should avoid explaining or describing the accident to anyone except public safety personnel, your supervisor or the insurance company's claims adjuster or attorney.
- You must obtain the name, address, phone number and license number of other drivers involved in the accident. You also must collect insurance company contact information and the address and phone number of the police department where the accident report is prepared.

newrest

CATERING UNLIMITED



The Employee Handbook
UTAH SUPPLEMENT

June 2021



ABOUT THIS SUPPLEMENT

Newrest is committed to workplace policies and practices that comply with federal, state and local laws. For this reason, Utah employees will receive the Newrest National handbook ("National Handbook") and the Utah Supplement to the National Handbook ("Utah Supplement") (together, "The Employee Handbook").

The Utah Supplement, however, applies only to Utah employees. It is intended as a resource containing specific provisions derived under Utah law that apply to the employee's employment. It should be read together with the National Handbook and, to the extent that the policies in the Utah Supplement are different from, or more generous than those in the National Handbook, the policies in the Utah Supplement will apply.

The Utah Supplement is not intended to create a contract of continued employment or alter the at-will employment relationship.

If you have any questions about these policies, you should contact the Human Resources department.

Equal Employment Opportunity

As set forth in the National Handbook, Newrest is committed to equal employment opportunity and to compliance with federal antidiscrimination laws. We also comply with Utah law, which prohibits discrimination and harassment against employees or applicants for employment based on race, color, religion, sex, pregnancy (including childbirth, pregnancy-related conditions, breastfeeding and medical conditions relating to breastfeeding), sexual orientation and gender identity, age (40 and over), national origin, disability, genetic information and membership in the armed forces or reserves. Newrest will not tolerate discrimination or harassment based upon these characteristics or any other characteristic protected by applicable federal, state or local law.

Newrest also does not discriminate against employees due to their lawful expression or expressive activity outside the workplace of their religious, political or personal convictions, unless that expression or expressive activity is in conflict with Newrest's essential business-related interests.

Accommodations for Pregnancy, Childbirth, Breastfeeding or Related Conditions

Employees and applicants for employment who are otherwise qualified for a position may request a reasonable accommodation related to pregnancy, childbirth, breastfeeding or a related condition. A reasonable accommodation will be provided unless it imposes an undue hardship on Newrest's business operations.

Newrest may require that you provide a certification from your health care provider detailing the medical advisability of the reasonable accommodation. A certification will not be required when you request more frequent restroom, food or water breaks as an accommodation.

If you have questions about this policy or wish to request a reasonable accommodation under this policy, you should contact the Human Resources department.

Minor Child Court Appearance Leave

If you are the parent, guardian or legal custodian of a minor child or ward who must appear in court, you will be allowed leave for the purpose of appearing in court with the child.

If you are seeking leave under this policy, you must request leave at least seven days in advance of the need for leave. However, if you do not receive notice of the hearing seven or more days in advance, then you must request leave within 24 hours of receiving notice of the hearing.

Leave under this policy will be unpaid except that exempt employees may be paid as required by applicable law.

Time Off to Vote

Newrest encourages everyone to fulfill their civic responsibilities and to vote in all public elections. Most employees' schedules provide sufficient time to vote either before or after working hours.

If you have less than three hours outside of working hours to vote while the polls are open, you may take up to two hours off from work, without loss of pay, to vote. Any additional time off will be without pay for nonexempt employees.

Newrest asks that you request time off to vote from your manager at least one day prior to Election Day so that the time off can be scheduled to minimize disruption to normal work schedules. Newrest may specify the hours during which you may be absent. If, however, you request leave at the beginning or end of the shift, Newrest will grant the request.

Proof of having voted may be required.

Emergency Responder Leave

If you are an emergency services volunteer, you will be allowed unpaid time off to respond to an emergency. For purposes of this policy, an "emergency services volunteer" means a volunteer firefighter, emergency medical services personnel or a person mobilized as part of a *posse comitatus*.

You must make a reasonable effort to notify Newrest on each occasion that you will be late to or absent from work to respond to an emergency.

Newrest may require that you submit a written statement from the person who supervises you in the course of performing duties as an Emergency Services Volunteer, stating that you responded to an emergency and providing the time and date of your service.

Newrest will not terminate you solely for being an emergency services volunteer or for being absent from or late to work as a result of responding to an emergency as an emergency services volunteer.

Weapons in the Workplace

In the interest of maintaining a workplace that is safe and free of violence, and in accordance with the policy set forth in the National Handbook, Newrest generally prohibits the presence or use of firearms and other weapons on the Company's property, regardless of whether or not the person is licensed to carry the weapon. In compliance with Utah law, Newrest permits employees who lawfully possess firearms or ammunition to store or transport their firearms or ammunition inside their locked, privately-owned vehicles in the Company's parking lots or other parking areas provided by Newrest. Such lawfully possessed firearms and ammunition may not be removed from the employees' personal vehicle or displayed to others.

Newrest will not be liable for criminal or civil actions resulting from the theft of a firearm from an employee's vehicle, and Newrest will not provide additional security for employees.

EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

I have received a copy of the Employee Handbook and the Employee Handbook Utah Supplement dated **June 2021**. I understand that I am to become familiar with its contents. Further, I understand:

- Employment with Newrest is at-will. I have the right to end my work relationship with the company, with or without advance notice for any reason. Newrest has the same right.
- The language used in this handbook and any verbal statements of management are not intended to constitute a contract of employment, either express or implied, nor are they a guarantee of employment for a specific duration.
- The handbook is not all-inclusive but is intended to provide me with a summary of some of the Newrest’s guidelines.
- This edition replaces all previously issued handbooks. The need may arise to change the guidelines described in the handbook, except for the at-will nature of employment. Newrest therefore reserves the right to interpret them or to change them without prior notice.
- No representative of Newrest, other than the Country General Manager, has the authority to enter into an agreement of employment for any specified period and such agreement must be in writing, signed by the Country General Manager and me. We have not entered into such an agreement.

Employee Signature

Date

Employee’s Full Name (Print)