



**THE FRENCH WORKSHOP**  
*Artisan Bakery*

**EMPLOYEE HANDBOOK**

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## PURPOSE OF EMPLOYEE HANDBOOK

This Employee Handbook contains information about the employment policies and practices of **THE FRENCH WORKSHOP**. These policies reflect the Company's values, and we expect each employee to read this Employee Handbook carefully as it is a valuable reference for understanding your job and [**THE FRENCH WORKSHOP**].

This Employee Handbook supersedes all previously issued Employee Handbooks and any inconsistent verbal or written policy statements made or issued before this Employee Handbook. Except for the policy of at-will employment, **THE FRENCH WORKSHOP** reserves the right to revise, delete, and add to the provisions of this Employee Handbook. All such revisions, deletions, or additions must be in writing. No oral statements or representations can change the provisions of this Employee Handbook.

None of our personnel documents, including this Employee Handbook, constitutes, or is intended to constitute, an express or implied contract guaranteeing continued employment for any employee. No manager or supervisor has any authority to enter into a contract of employment express or implied that changes or alters the at-will employment relationship. **Only the President/Owner of the Company or his or her authorized representative has the authority to enter into an employment agreement that alters the at-will employment relationship and any such agreement must be in writing signed by the President/Owner of the Company or his or her authorized representative.**

Not all of the Company's policies and procedures are set forth in this Employee Handbook. We have summarized only some of the more important ones. If an employee has any questions or concerns about this Employee Handbook or any other policy or procedure, please ask your supervisor or another member of management.

## EMPLOYMENT AT-WILL

Employment with **THE FRENCH WORKSHOP** is at-will. This means that employment may be terminated for any or no reason, with or without cause or notice at any time by the employee or by the Company. Nothing in this Handbook or any oral statement shall limit the right to terminate at-will. This at-will employment policy is the sole and entire agreement between the employee and **THE FRENCH WORKSHOP** as to the duration of employment and the circumstances under which employment may be terminated. No manager or supervisor has any authority to enter into a contract of employment express or implied that changes or alters the at-will employment relationship. **Only the President/Owner of the Company or his or her authorized representative has the authority to enter into an employment agreement that alters the at-will employment relationship and any such agreement must be in writing**

signed by the President/Owner of the Company or his or her authorized representative.

## GENERAL INFORMATION

### Welcome

Welcome to **THE FRENCH WORKSHOP**. One of the keys to our success is hiring good employees. We have hired you because we believe you have the skills and the potential to help our Company succeed. We expect employees to perform the tasks assigned to them to the best of their abilities. We believe that hard work and commitment will not only benefit **THE FRENCH WORKSHOP**, but will help give all of our employees a sense of pride and accomplishment.

We are glad to have you as a member of our team. We hope that your employment proves mutually satisfying. Every employee has an important role in our operations and we value the abilities, experience and background that they bring with them. It is our employees who provide the services that our customers rely upon and enable us to grow and create new opportunities in the years to come.

Our management team intends to provide employees with all of the support and the resources they will need to perform their job effectively. If, at any time, an employee needs assistance or guidance, the employee should not hesitate to ask any member of the management team.

Once again, welcome to **THE FRENCH WORKSHOP**; we are glad to have you with us.

### About Our Company

**THE FRENCH WORKSHOP** has always emphasized that outstanding people are the key to our success. Our strength and future growth depend on the contributions made by you and each person within our organization. We are proud to have you as part of our team. To ensure continued success, we feel it is important that all employees understand our policies and procedures. This Employee Handbook will familiarize employees with the various aspects of working with us. We encourage all employees to use the Handbook as a valuable resource for understanding our Company.

### Contact Page

Contact	Address	Email	Telephone
Company Name			

CEO/President/Owner			
General Counsel/Legal			
Opening Manager			
Closing Manager			

## COMMITMENT TO DIVERSITY

### Equal Employment Opportunity

**THE FRENCH WORKSHOP** is an equal opportunity employer and makes employment decisions on the basis of merit. In accordance with applicable law, we prohibit discrimination against any applicant or employee based on any legally-recognized basis, including, but not limited to: race, color, religion, sex, pregnancy, age, national origin or ancestry, physical or mental disability, medical condition or any other consideration protected by federal, state or local law. Our commitment to equal opportunity employment applies to all persons involved in our operations and prohibits unlawful discrimination by any employee, including supervisors and co-workers.

### *Complaint Procedure*

Any employee who believes that he or she has been harassed, discriminated against or subject to retaliation by a co-worker, supervisor, agent, client, vendor or customer of **THE FRENCH WORKSHOP**, in violation of the foregoing policies, or who is aware of such harassment, discrimination or retaliation against others, should immediately provide a written or verbal report to his or her supervisor, any other member of management to report such incidents. After a report is received, a thorough and objective investigation by management will be undertaken. The investigation will be completed and a determination made and communicated to the employee as soon as practical. The Company expects that all employees fully cooperate with any investigation conducted by the Company into a complaint of proscribed harassment, discrimination or retaliation, or regarding the alleged violation of any other Company policies.

If we determine that this policy has been violated, remedial action will be taken, commensurate with the severity of the offense. Appropriate action will also be taken to deter any future harassment or discrimination prohibited by this policy. If a complaint of prohibited harassment, discrimination or retaliation is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken.

### *Protection Against Retaliation*

Retaliation is prohibited against any person by another employee or by **THE FRENCH WORKSHOP** for using this complaint procedure, reporting proscribed harassment, or for filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

An employee should report any retaliation prohibited by this policy to his or her supervisor or any management team member. Any report of retaliatory conduct will be investigated in a thorough and objective manner. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken.

### **Sexual and Other Unlawful Harassment**

**THE FRENCH WORKSHOP** is committed to providing a work environment that is free of illicit harassment. As a result, the Company maintains a strict policy prohibiting sexual harassment and harassment against applicants and employees based on any legally-recognized basis, including, but not limited to: race, color, religion, sex, national origin or ancestry, physical or mental disability, genetic information or any other consideration protected by federal, state or local law. All such harassment is prohibited.

Our anti-harassment policy applies to all persons involved in our operations and prohibits harassing conduct by any employee of **THE FRENCH WORKSHOP**, including nonsupervisory employees, supervisors and managers.

#### Sexual Harassment Defined

Sexual harassment includes unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made a term or condition of employment; or
- Submission to, or rejection of, such conduct is used as a basis for employment decisions affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment also includes various forms of offensive behavior based on sex. The following is a partial list:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct: leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons, posters, websites, emails or text messages.
- Verbal conduct: making or using derogatory comments, epithets, slurs, sexually explicit jokes, or comments about an employee's body or dress.
- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations.
- Physical conduct: touching, assault, impeding or blocking movements.
- Retaliation for making reports or threatening to report sexual harassment.

### *Other Types of Harassment*

Harassment on the basis of any legally protected classification is prohibited, including harassment based on: race, color, religion, sex, age, pregnancy, national origin or ancestry, physical or mental disability, genetic information or any other consideration protected by federal, state or local law. Prohibited harassment may include behavior similar to the illustrations above pertaining to sexual harassment. They include conduct such as:

- Verbal conduct including threats, epithets, derogatory comments or slurs based on an individual's protected classification;
- Visual conduct including derogatory posters, photography, cartoons, drawings or gestures based on protected classification; and
- Physical conduct including assault, unwanted touching or blocking normal movement because of an individual's protected status.

# GENERAL EMPLOYMENT PRACTICES

## Employee Classifications

Employees of **THE FRENCH WORKSHOP** are classified as either exempt or nonexempt under federal and state wage and hour laws, and are further classified for administrative purposes. The following designations are used throughout this Employee Handbook.

### *Exempt Employees*

Exempt employees are employees whose job assignments meet specific tests established by the federal Fair Labor Standards Act (FLSA) and state law and who are exempt from minimum wage and overtime pay requirements. Exempt employees are compensated on a salary basis. Employees will be informed whether their status is exempt or nonexempt and should consult their supervisor with any questions or concerns regarding this status.

### *Nonexempt Employees*

Nonexempt employees are employees whose job positions do not meet FLSA or applicable state exemption tests, and who are NOT exempt from minimum wage and overtime pay requirements. Nonexempt employees are eligible to receive overtime pay for hours worked in excess of 40 hours in a given week, or as otherwise required by applicable state law. Employees will be informed whether their status is exempt or nonexempt and should consult their supervisors with any questions or concerns regarding this status.

### *Full-Time Employees*

Full-time employees are those who are normally scheduled to work and who do work a schedule of **[insert number]** hours per week.

### *Part-Time Employees*

Part-time employees are those who are normally scheduled to work and who do work less than **[insert number]** hours per week. Part-time employees may be assigned a work schedule in advance or may work on an as-needed basis.

## Employee Eligibility and Work Authorization

**THE FRENCH WORKSHOP** is committed to employing only individuals who are authorized to work in the United States and who comply with applicable immigration and employment law. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United

States within 72 hours of commencing employment. If the employee cannot verify his or her right to work in the United States within 72 hours of employment, the Company will be required to terminate his/her employment immediately.

## **Romantic and Family Relationships at Work**

We will not take any adverse employment action against any employee for engaging in romantic relationships during nonworking hours away from Company premises. However, we will consider such relationships when they affect an employee's job performance, occur during working time or on Company premises, or pose a danger of a conflict of interest.

A familial or intimate relationship among employees can create an actual or at least potential or perceived conflict of interest in the employment setting, especially where one relative, spouse, partner, or member of such a relationship supervises another relative, spouse, partner, or member. To avoid this problem, we may refuse to hire or place a relative or other intimately associated individual in a position where the potential for favoritism or a conflict exists.

A supervisor may not oversee a related employee. An employee in a "romantic relationship" may not be supervised by the romantic partner. A supervisor involved in a "romantic relationship" with another employee or applicant must immediately disclose the relationship to management. A supervisor who is related to another employee or applicant must immediately disclose the relationship to management. A supervisor who fails to follow this policy of disclosure can be disciplined or terminated. Employees in a romantic relationship shall refrain from displays of affection or excessive conversation during work hours or on Company property.

Related or romantically involved employees in any position; that have raised a conflict of interest or potential conflict of interest will have ten days to decide which employee will resign. This policy is designed to provide safeguards so that the workplace is not compromised by interpersonal relationships. This policy does not prohibit and will not be enforced in any manner which could interfere with, restrain, or coerce employees from engaging in concerted activities including the right to discuss terms and conditions of employment.

What happens on personal time, the Company has no involvement; however, if personal circumstances or relationships outside of the Company interfere with the business of the Company, the Company reserves the right to take action if applicable.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage (e.g., domestic partnership or civil union status).

## **Background Checks**

The Company recognizes the importance of maintaining a safe, secure workplace with employees who are qualified, reliable, and nonviolent, and who do not present a risk of serious harm to their coworkers or others. To promote these concerns and interests, the Company reserves the right to investigate an individual's prior employment history, personal references, and educational background, as well as other relevant information. Consistent with legal or contractual requirements, the Company also reserves the right to obtain and to review an applicant's or an employee's criminal conviction record, and related information, and to use such information when making employment decisions, but only to the extent permissible under applicable law. The Company is an equal opportunity employer and will comply with applicable federal, state and local laws relating to the use of background checks for employment purposes.

## **Personal Data Changes**

To better assist employees and/or their families in the event of personal emergencies, **THE FRENCH WORKSHOP** needs to maintain up-to-date contact information. Maintaining accurate information in our files also is important for recordkeeping and payroll.

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

## **Voluntary Open Door Policy**

We recognize that employees may have suggestions for improving our workplace, as well as complaints about the workplace. We feel that the most satisfactory solution to a job-related problem or concern is usually reached through a prompt discussion with an employee's supervisor. Employees should feel free to contact their supervisors or another member of management, with any suggestions and/or complaints.

While we provide employees with this opportunity to communicate their views, please understand that not every complaint can be resolved to the employee's satisfaction. Even so, we believe that open communication is essential to a successful work environment and all employees should feel free to raise issues of concern without fear of reprisal.

## **WORKPLACE CONDUCT**

### **Standards of Conduct**

To assure safety and security and provide the best possible work environment, we expect employees to follow basic, common-sense rules of conduct that will protect



everyone's interests and safety. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace, but the following are examples of infractions of rules of conduct that may result in disciplinary action, including suspension, demotion or termination of employment:

- Falsification of employment records, employment information or other records;
- Recording the work time of another employee, allowing any employee to record another employee's work time, or allowing falsification of any time card, whether yours or another employee's;
- Theft or the deliberate or careless damage of any Company property or the property of any employee or client;
- Use of Company materials, supplies, tools or products for personal reasons without advanced permission from management;
- Abuse of the Company's electronic resources, including sending personal emails during working time or in a manner that interferes with the employee's work performance;
- Possessing, distributing, selling, transferring or using or being under the influence of alcohol or illegal drugs in the workplace;
- Provoking a physical fight or engaging in physical fighting during working hours or on premises owned or occupied by the Company;
- Carrying firearms, weapons or dangerous substances at any time, on premises owned or occupied by the Company, unless state law provides otherwise.
- Using abusive, violent, threatening or vulgar language at any time during working hours or while on premises owned or occupied by the Company;
- Absence of **[insert number]** consecutive scheduled workdays without prior notice to the Company;
- Failing to obtain permission to leave work during normal working hours;
- Failing to observe working schedules, including meal and rest breaks;
- Abusing or misusing paid sick leave (note: for employees subject to mandatory sick leave laws, the provisions of the applicable policy govern sick leave issues);
- Failing to provide a certificate from a health care provider when requested or required to do so in accordance with applicable law;

- Working overtime without authorization or refusing to work assigned hours;
- Violating any safety, health or security policy, rule or procedure of the Company; and
- Committing a fraudulent act or intentional breach of trust under any circumstances.

Although employment may be terminated at-will by either the employee or the Company at any time, without following any formal system of discipline or warning, we may exercise discretion to utilize forms of discipline that are less severe than termination. Examples of less severe forms of discipline include verbal warnings, written warnings, demotions and suspensions. Although one or more of these forms of discipline may be taken, no formal order or procedures are necessary. The Company reserves the right to determine which type of disciplinary action to issue in response to any type of performance issue or rule violation.

This statement of prohibited conduct does not alter or limit the policy of at-will employment. Either the employee or the Company may terminate the employment relationship at any time for any reason, with or without cause, and with or without notice. As previously set forth in this Employee Handbook, **only the President/Owner of the Company or his or her authorized representative has the authority to enter into an employment agreement that alters the at-will employment relationship and any such agreement must be in writing signed by the President/Owner of the Company or his or her authorized representative.**

## **Confidential Company Information**

The Company's confidential and proprietary information is vital to its current operations and future success. Each employee should use all reasonable care to protect or otherwise prevent the unauthorized disclosure of such information.

In no event should employees disclose or reveal confidential information within or outside the Company without proper authorization or purpose.

"Confidential Information" refers to a piece of information, or a compilation of information, in any form (on paper, in an electronic file, or otherwise), related to the Company's business that the Company has not made public or authorized to be made public, and that is not generally known to the public through proper means.

By way of example, confidential or proprietary information includes, but is not limited to, nonpublic information regarding the Company's business methods and plans, systems, technology, intellectual property, know-how, recipes, marketing plans,

business development, products, services, financial statements, financial projections, financing methods, pricing strategies, customer sources, employee health/medical records, system designs, customer lists and methods of competing. Additionally, employees who by virtue of their performance of their job responsibilities have the following information, should not disclose such information for any reason, except as required to complete job duties, without the permission of the employee at issue: social security numbers, driver's license or resident identification numbers, financial account, , security and access codes or passwords that would permit access to medical, financial or other legally protected information.

Confidential Information does not include information lawfully acquired by non-management employees about wages, hours or other terms and conditions of employment.

## **Personal Appearance and Grooming**

The image **THE FRENCH WORKSHOP** projects to the public is reflected in the appearance of our employees. Simply stated, employees should look neat, clean and well-groomed and should be dressed appropriately for the business environment. Employees are expected to use good judgment in their appearance and grooming, keeping in mind the nature of the work, their own safety and the safety of co-workers, and their need to interact with the public.

Below are a few guidelines for professional appearance:

- Clothing should not constitute a safety hazard.
- All employees should practice commonsense rules of neatness, cleanliness and comfort.
- When jeans are appropriate for the position, the jeans must be in good condition.
- Tank tops, tee-shirts, jogging suits, tennis shoes, flip-flops, slippers, sandals, garments that are unnecessarily revealing, sweat pants and other similar apparel are generally not permitted.
- Personal appearance should include good personal hygiene, clean hair and facial hair. If an employee shaves, then the employee's facial hair should be clean-shaven or trimmed. If an employee does not shave, facial hair should be clean and well-groomed.
- Jewelry may be restricted for safety reasons, based on the position.

We encourage employees to seek the advice of their supervisor or management if they have questions regarding appropriate dress or appearance at work. Employees who

report to work improperly dressed or groomed may be instructed by their supervisor to return home to change. The time that nonexempt employees are absent for this purpose will be unpaid unless state law requires otherwise.

### *Religious, Medical and Disability Accommodations*

The Company will reasonably accommodate exceptions to this policy if required due to an employee's religious beliefs, medical condition or disability. Employees who need such an accommodation should contact their supervisor.

### **Attendance and Punctuality**

Employees are expected to be regular in attendance and to be punctual. If employees are absent, their work generally must be performed by others or go undone. To limit problems caused by employees' unapproved absences, we have adopted the following policy.

Employees are expected to report to work as scheduled, be on time and be prepared to start work. Employees are also expected to remain at work for their entire work schedule, except for meal or break periods, or when required to leave on authorized Company business or other authorized reason. Unapproved late arrivals, early departures or other absences from scheduled hours are disruptive and must be avoided.

If an employee is unable to report for work on any particular day, they must call their supervisor at least one hour in advance of the time the employee is scheduled to begin working for that day (unless it is impossible to do so, in which case the employee must call as soon as possible thereafter). Employees who need to leave early must notify their supervisor as soon as they learn that they will not be able to complete their scheduled shift. The Company may inquire about the general reason for an absence, tardiness or early departure. Unless extenuating circumstances exist, employees must call in on each and every scheduled day on which they will not report to work, unless they are on an approved leave of absence.

Excessive absenteeism or tardiness may result in disciplinary action up to and including termination of employment, unless the absence or tardiness is excused or approved. The following are examples of types of time off that will not be considered grounds for disciplinary action under this policy:

- Time off that was previously approved, including vacation;
- Paid sick and safe time provided under a mandatory sick and safe time leave law;

- Approved state and federal leaves of absence, including but not limited to jury duty leave, military leave, leave protected under the Family and Medical Leave Act or similar state laws; and/or
- Time off due to a work-related injury that is covered by workers' compensation.

Each situation of absenteeism, tardiness or early departure will be evaluated on a case-by-case basis. Even one unexcused absence or tardiness may be considered excessive, depending upon the circumstances. However, the Company will not subject employees to disciplinary action or retaliation for an absence, tardiness or early departure for which discipline may not be imposed under applicable law. If the employee believes that his or her absence, tardiness or early departure is (or should be) excused pursuant to applicable law, the employee should notify his or her manager of this fact as soon as possible, but no later than at the time of the absence, tardiness or early departure. Employees who fail to report for work without any notification to their supervisor and whose absence continues for a period of three days (No Call / No Show) will be considered to have abandoned and voluntarily terminated their employment, absent extraordinary circumstances.

## **Personal Devices**

Although the Company permits employees to bring personal electronic devices, including cellular phones, smartphones and PDAs, into the workplace, employees are expected to remember that working time is for work.

Therefore, employees should only engage in personal phone calls and communications and other use of personal electronic devices during nonworking time, including breaks and meal periods. Outside of this time, personal phone calls and other personal device use should be kept to a minimum and for emergency use only.

## **Personal Calls**

While employees are at work, they are expected to perform their job duties and responsibilities. Personal calls should be made primarily outside of working time. Personal calls should be limited in amount and kept to no more than one or two minutes in duration. **No long distance calls are to be made without advance supervisor approval and the cost of such calls must be reimbursed upon completion. Employees who make or receive an excessive amount of personal phone calls or who are otherwise in violation of this policy will be subject to disciplinary action up to and including termination.**

*Contact with the Media (SOCIAL MEDIA)*

## **Conflicts of Interest**

All employees must conduct themselves in such a way as to avoid actual or potential conflicts of interest. The following are examples of prohibited conflicts of interest in any aspect of their jobs:

- Acting as a director, officer, consultant, agent or employee of a supplier, customer, competitor or any entity that engages in business with the Company;
- Owning a material interest in or being a creditor of or having other financial interest in a supplier, customer, competitor or any entity that engages in business with the Company;
- Receiving from or giving to any supplier, customer or competitor gifts, gratuities, special allowances, discounts or other advantages not generally available to employees of the Company;
- Having any significant direct or indirect personal interest in a business transaction involving the Company;
- Conducting outside activities that materially detract from or interfere with the full and timely performance of an employee's job duties for the Company;
- Influencing commercial transactions involving purchases, contracts or leases in a way that would have a negative impact on the Company or its business.

If an employee finds that he or she has, or is considering the assumption of, a financial interest or outside employment relationship that might involve a conflict of interest, or if the employee is in doubt concerning the proper application of this policy, he or she should promptly discuss the matter with management and refrain from exercising responsibility on the Company's behalf in any manner that might reasonably be considered to be affected by any adverse interest.

Failure to disclose the fact of a conflict or potential conflict may constitute grounds for disciplinary action.

This policy in no way prohibits employee affiliations or activities that are protected under applicable state and federal laws.

## **Outside Employment**

The Company respects each employee's right to engage in activities outside of employment such as those that are of a personal or private nature, to the extent that such activities do not create a conflict of interest as described in the Conflicts of Interest policy set forth in this Handbook or adversely affect the employee's ability to perform

his or her job. Under certain circumstances, however, if an employee's personal conduct adversely affects his or her performance on the job or makes it impossible for him or her to carry out any or all of his or her job duties while at work, appropriate disciplinary action up to and including termination of employment may be appropriate.

An example of an activity that might adversely affect an employee's ability to perform his or her job duties is outside employment. While the Company does not prohibit employees from holding other jobs, the following types of outside employment are prohibited:

- Employment that conflicts with the employee's work schedule, duties and responsibilities or creates an actual conflict of interest;
- Employment that impairs or has a detrimental effect on the employee's work performance with the Company;
- Employment that requires employees to conduct work or related activities during working times or using any of the Company's tools, materials or equipment; and
- Employment that directly or indirectly competes with the business or the interests of the Company.

For the purposes of this policy, self-employment is considered outside employment.

The Company will not assume any responsibility for employees' outside employment. Specifically, **THE FRENCH WORKSHOP** will not provide workers' compensation coverage or any other benefit for injuries occurring from, or arising out of, such outside employment.

## **PAY PRACTICES**

### **Performance Reviews**

Performance evaluations are generally scheduled once a year or upon a change in assignments, however, supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis.

A positive performance review does not guarantee a salary increase or a promotion. These decisions are made at the discretion of the Company and depend on a number of factors in addition to an employee's individual performance.

We reserve the right to make any personnel changes (including termination) before or after performance evaluations.

## **Payment of Wages**

Employees will be paid [**Insert frequency – e.g., weekly, biweekly**] on [**Insert payday**] by direct deposit. Each pay period covers [**insert the period of time covered by the pay period**].

If the regular payday falls on a company-recognized holiday, then employees will be paid on the work day before the regular payday. Employees who enjoy the benefit of electronic direct deposit will receive deposit advice on each payday.

### ***Paycheck Deductions***

The Company is required by state and federal laws to make certain deductions from your paycheck each pay period. Such deductions typically include federal and state taxes and Social Security.

The pay of some nonexempt employees may be subject to deductions for items such as tools or uniforms. Such deductions will be made in accordance with state and federal law, and will require written authorization from the employee.

The amount of all deductions will be listed on the employee's pay stub.

### ***Reporting Errors and Obtaining More Information***

If any employee, exempt or nonexempt, has questions about deductions from his or her pay, believes he or she has been subjected to improper deductions, or believes that the amount paid does not accurately reflect the employee's total hours worked or salary, please contact a supervisor or any other member of management.

Every report will be fully investigated, and the Company will provide the employee with any compensation to which the employee is entitled in a timely fashion.

The Company complies with all applicable laws, including the Fair Labor Standards Act, and will not allow any form of retaliation against individuals who make good faith reports of alleged violations of this policy, or who cooperate in an investigation by the Company, even if the reports do not reveal any errors or wrongdoing.

## **Work Schedules**

The Company is normally open for business from [**Insert days of operation, i.e., Monday through Friday**], [**\_\_ a.m. to \_\_ p.m.**] Your supervisor will assign your work schedule.

All employees are expected to be at their designated work area at the start of their scheduled shift, ready to perform their work.



Supervisors will schedule meal and rest periods as appropriate. The Company complies with federal and state laws in this regard.

Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in total hours that may be scheduled each day and week.

## **Meal and Rest Breaks**

It is the Company's policy to comply with all laws regarding meal and rest breaks.

The Company will provide break time as appropriate, subject to operational needs and supervisor discretion. The Company does not contract to provide such break time in these states.

Meal breaks lasting 30 minutes or more are not considered "hours worked" for purposes of federal law and will not be paid for nonexempt employees.

Employees must be completely relieved from work duties during any unpaid meal break. Nonexempt employees must record the beginning and ending time of their meal breaks each day on their time records.

## **Timekeeping**

### *Nonexempt Employees*

Employees who are classified as nonexempt must accurately record the time they work each day, including arrival, departure and meal break times.

When employees receive their paychecks, they should verify immediately that their working time was recorded accurately and that they were paid correctly for all hours worked.

Nonexempt employees must report all time worked and not work any time that is not authorized by their supervisors. This means nonexempt employees must not start work earlier than five (5) minutes prior to their scheduled start time, finish work later than ten (10) minutes after their scheduled shift end time, work during a meal break, or perform any other extra or overtime work unless directed to do so. Employees should not "clock in" until they are in uniform and ready to work, and Employees should "clock out" at the end of the shift, not after they change out of uniform. Employees who have questions about when or how many hours they are expected to work should contact their supervisor or management.

It is a violation of the Company's policy for anyone to instruct or encourage another employee to work "off the clock," to incorrectly report hours worked, or to alter another

employee's time records. If any employee is directed or encouraged to incorrectly report hours worked, or to alter another employee's time records, he or she should report the incident immediately to a supervisor or management.

### *Exempt Employees (REVIEW)*

Employees who are classified as exempt must record absences from work for reasons such as leaves of absence, sick leave or vacation.

Exempt employees are paid on a salary basis. This means the employee regularly receives a predetermined amount of compensation each pay period, which cannot be reduced because of variations in the quality or quantity of the employee's work. In general, an exempt employee will receive his or her salary for any week in which the employee performs any work, regardless of the number of days or hours worked. However, an exempt employee will not be paid for days not worked in the following circumstances:

- When an exempt employee takes one or more full days off for personal reasons other than sickness or disability, the employee will not be paid for such day(s) of absence, but the employee may use available **[insert vacation or paid time off (PTO)]** to make up for the reduction in salary;
- When an exempt employee takes one or more full days off from work due to sickness or disability, the employee will not be paid for such day(s) of absence, but the employee may use available sick time to make up for the reduction in salary;
- When an exempt employee works only part of the week during his or her first and last week with the Company, the employee will be paid only for the days actually worked; and
- When an exempt employee takes unpaid leave under the Family and Medical Leave Act or corresponding laws, the Company will not pay for such days/hours of absence.

The Company may require an exempt employee to use available vacation or sick time, as a replacement for salary, when the employee takes less than a full-day off from work.

An exempt employee's salary will not be reduced when the employee works part of a week and misses part of a week due to service as a juror, witness or in the military or for lack of work.

It is company policy to comply with the salary basis requirements of the Fair Labor Standards Act (FLSA) and applicable state law. The Company prohibits any deductions from pay that violate the FLSA or applicable state law.

If an exempt employee believes that an improper deduction has been made to his or her salary, the employee should immediately report this information to Human Resources, a supervisor or management. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be promptly reimbursed for any improper deduction made.

## **Overtime**

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime. Nonexempt employees will be paid one and one-half (1.5) times their regular rate of pay for all hours worked in excess of 40 in one workweek and as otherwise required by applicable state and federal law. Paid time off such as sick pay, holiday pay, vacation pay and jury duty pay (where applicable) will not count toward hours worked for the purpose of determining overtime pay.

All overtime work must be authorized in advance by the employee's supervisor. Working overtime without prior authorization may result in disciplinary action.

Exempt employees are expected to work as much of each workday as is necessary to complete their job responsibilities. No overtime or additional compensation is provided to exempt employees.

For overtime pay calculation purposes, the work day begins at **[insert time work day begins]** and ends at **[insert time work day ends]**. The workweek begins at **[insert time and day work week begins]** and ends at **[insert time and day work week ends]**.

## **TIME OFF AND LEAVES OF ABSENCE**

### **Time Off and Leaves of Absence**

#### **Vacation**

#### **Sick Leave**

**THE FRENCH WORKSHOP** offers paid sick leave in accordance with state law. Sick leave is to be used only when an employee actually needs to recover from illness or injury, or to attend medical and dental appointments, unless otherwise required by applicable state law. The Company will not tolerate abuse or misuse of sick-leave.

An employee who is unable to report to work because of injury or illness must notify his or her supervisor prior to the scheduled starting time and should refer to the Attendance and Punctuality section of the Handbook for specific requirements for calling in sick.

The Company reserves the right to require a release from the employee's health care provider before the employee returns to work.

Accrued sick leave does not carry over from year to year unless required by state or local law. Moreover, employees are not compensated for unused sick leave at the end of employment with **THE FRENCH WORKSHOP** or at any other time.

The Company will comply with all legal requirements, including providing greater or different benefits than those indicated here.

## **Personal Leave**

Requests for personal leave will be considered and evaluated on an individual basis. Unpaid leaves may be granted for up to **[insert number]** days for **[insert eligibility criteria (e.g., regular employees who have completed at least 90 days of service)]**.

Approval or denial of such requests will be entirely at the Company's discretion. In determining the feasibility of granting such requests, factors such as the purpose of requested leave, availability of coverage for job responsibility during the requested leave, previous absences, length of employment, prior work records and performance and similar considerations, will be considered. Such requests must be submitted to management.

The Company will attempt to return an employee to his or her former position or a comparable position upon return from personal leave, at our discretion. Given changing business needs, however, no guarantee of reinstatement can be made.

Employees on leave are asked to confirm their return date at least two weeks before they return to work. Any requests for additional leave must be made as soon as possible. Employees on leave who do not return as scheduled, and fail to request or cannot show good reason why an extension should be granted, will be considered to have voluntarily terminated their employment as of the day the original leave expired.

## **Family and Medical Leave**

The Company will grant family and medical leave in accordance with the requirements of applicable federal and state law in effect at the time the leave is granted. Although the federal and state laws sometimes have different names, the Company refers to these types of leaves collectively as "FMLA Leave."

## *Employee Eligibility*

### *Reasons for Leave*

Federal and state laws allow FMLA Leave for various reasons. Because employees' legal rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. FMLA Leave may be used for one of the following reasons, in addition to any reason covered by an applicable state family/medical leave law:

- The birth, adoption or foster care of an employee's child within 12 months following birth or placement of the child (Bonding Leave);
- To care for an immediate family member (spouse, child, or parent with a serious health condition (Family Care Leave);
- An employee's inability to work because of a serious health condition (Serious Health Condition Leave);
- A "qualifying exigency," as defined under the FMLA, arising from a spouse's, child's, or parent's "covered active duty" (as defined below) as a member of the military reserves, National Guard or Armed Forces (Military Emergency Leave);  
or
- To care for a spouse, child, parent or next of kin (nearest blood relative) who is a "Covered Servicemember," as defined below (Military Caregiver Leave).

### *Length of Leave*

#### *Intermittent or Reduced Schedule Leave*

#### *Notice and Certification*

##### *Bonding, Family Care, Serious Health Condition and Military Caregiver Leave Requirements*

Employees are required to provide:

- When the need for the leave is foreseeable, 30 days advance notice or such notice as is both possible and practical if the leave must begin in less than 30 days (normally this would be the same day the employee becomes aware of the need for leave or the next business day);

- When the need for leave is not foreseeable, notice within the time prescribed by the Company's normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical;

When leave is for planned medical treatment, employees must try to schedule treatment so as not to unduly disrupt the Company's operation. Please contact management prior to scheduling planned medical treatment.

## **Military Leave**

### **Eligibility**

Generally, an employee returning from military leave is guaranteed reemployment and other rights as long as he or she complies with certain notification and other requirements. An employee is protected if he or she meets the following criteria:

- a) The employee gave notice that (s) he was leaving the job for military service (unless military necessity or other extenuating circumstances precluded the notice):
- b) The period of service was five years or less;
- c) The employee was not discharged from service under dishonorable or other punitive conditions; and
- d) The employee must have reported to his/her civilian job in a timely manner or submitted a timely application for reemployment.

### **Return to Work**

The period of time within which an employee must return to work after the completion of service depends on the duration of the military service. Employees who serve less than 31 days are required to return to employment by the beginning of the first regularly scheduled work period after the completion of military service. Such employees, however, are excused for the amount of time required to return home safely and for an eight-hour rest period. If an employee served between 31 and 180 days, (s)he must file an application for reemployment within 14 days after the completion of military service. If an employee served more than 180 days, (s)he must file an application for reemployment no later than 90 days after the completion of military service. Employees returning from the armed services will be reemployed in the job that they would have attained if they had not been absent for military service. The Company will provide training or other assistance to returning service members to help them refresh or upgrade their skills to qualify for reemployment

## **Jury and Witness Duty Leave**

We encourage employees to serve on jury or witness duty when called. Employees must notify their supervisor of the need for time off for jury or witness duty upon receipt of a subpoena, notice or summons from the court. Time off for jury or witness duty will be unpaid except where required otherwise by applicable state law and except that exempt employees will not incur any reduction in pay for a partial week of absence

due to jury or witness duty. The Company will comply with all state laws regarding pay for jury leave. Witness Leave is not granted if you volunteer to be a witness.

Employees may be required to provide verification of jury duty or witness service from the court clerk. Any employee on jury or witness duty is expected to report or return to work for the remainder of the work schedule when dismissed from jury or witness duty.

### **Time Off to Vote**

Generally, working hours are such that an employee will have ample time to cast a vote before or after the work shift. If employees do not have sufficient time to vote, however, that employee should discuss the matter with a supervisor so that Employees' working hours on the day of a primary or election, general or special, will be arranged to the extent possible so that each employee will have a reasonable time, up to two hours, available for voting during the hours the polls are open. No employee will be penalized or retaliated against for requesting time off to vote. The Company will comply with all applicable state and municipal voting time laws.

### **Bereavement Leave**

Employees may take a reasonable *unpaid* time off to attend the funeral and make any necessary arrangements due to the death of an immediate family member, except where allowed additional time off for bereavement under applicable state law. "Immediate family" consists of the employee's spouse, domestic partner, child, sibling, parents, grandparents, grandchildren; or the child, sibling or parents of the employee's spouse or domestic partner. Employees must notify their supervisor as soon as possible if they need to take bereavement leave. Approval of bereavement leave will occur in the absence of unusual operating requirements of **THE FRENCH WORKSHOP**. Other Leaves of Absence

## **WORKPLACE SAFETY AND SECURITY**

### **Workplace Violence**

The safety and security of employees is of vital importance to **THE FRENCH WORKSHOP**. Therefore, the Company has adopted a zero-tolerance policy concerning workplace violence. Threats or acts of violence—including intimidation, bullying, physical or mental abuse and/or coercion—that involve or affect company employees or that occur on the Company's premises, will not be tolerated.

The prohibition against threats and acts of violence applies to all persons involved in the operation of the Company. Violations of this policy by an employee will result in disciplinary action, up to and including termination from employment. It is our goal to



have a workplace free from acts or threats of violence and to respond effectively in the event that such acts or threats of violence do occur.

Employees should help maintain a violence-free workplace. To that end, employees are encouraged to immediately report any incident that violates this policy to a supervisor or manager.

## **Weapons in the Workplace**

The Company strictly prohibits employees from possessing weapons of any kind at the workplace. This prohibition specifically includes guns, rifles and firearms of any type, including those for which the holder has a legal permit. Other examples of prohibited weapons include, but are not limited to, knives, ammunition, bombs, bows and arrows, clubs, slingshots, blackjacks, metal knuckles and similar devices that by their design or intended use are capable of inflicting serious bodily injury or lethal force.

## **Work-Related Injuries**

An employee who sustains a work-related injury or illness should inform his or her supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately.

Employees who sustain work-related injuries may receive workers' compensation benefits. See the Company's Workers' Compensation Insurance policy for more information. Employees should consult with their supervisor or management for additional information.

## **Smoke-Free Workplace**

The Company provides a work environment that is smoke-free. Smoking is strictly prohibited inside the building. Employees that observe other individuals smoking in the workplace have a right to object and should report the violation to their supervisor or to another member of management. Employees will not be disciplined or retaliated against for reporting smoking that violates this policy.

Employees that violate this policy or who tamper with "no smoking" signs may be subject to disciplinary action up to and including termination.

## **Drug-Free Workplace**

The Company strives to provide a safe environment for employees and others and to minimize the risk of accidents and injuries. Accordingly, each employee has a responsibility to co-workers and the public to deliver services in a safe and conscientious manner. The Company has adopted a policy that all employees must report to work and remain completely free of illegal drugs, abused or non-prescribed

prescription drugs and alcohol. This Policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their doctors about the medications' effect on their ability to work safely, and promptly disclose any restrictions to their supervisor (employees should not however, disclose underlying medical conditions unless specifically directed to do so.)

### ***Drug Use/Distribution/Possession/Impairment***

Illegal drugs and alcohol misuse are inconsistent with the Company's longstanding commitment to a safe and productive work environment. This Policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their doctors about the medications' effect on their ability to work safely, and promptly disclose any restrictions to their supervisor. (Employees should not, however, disclose underlying medical conditions unless specifically directed to do so.) The following are strictly prohibited by Company:

1. Possession or use of alcohol, or being under the influence of alcohol while on the job.
2. Driving a company vehicle while under the influence of alcohol or a controlled substance.
3. Distribution, sale or purchase of an illegal or controlled substance while on the job.
4. Possession or use of an illegal or controlled substance or being under the influence of an illegal or controlled substance while on the job.
5. Being under the influence of a controlled or prescription drug while at work if it in any way negatively affects the employee's ability to perform his or her job in a safe and efficient manner.

Violation of the above rules and standards of conduct will not be tolerated. Company may also bring the matter to the attention of appropriate law enforcement authorities.

### **Company's Right to Search**

Desks, lockers and other storage devices are provided for the convenience of employees but remain the sole property of the Company. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of the Company at any time, either with or without prior notice.

In addition, to ensure the safety and security of employees and customers, and to protect our legitimate business interests, we reserve the right to question and inspect or search any employee or other individual entering or leaving company premises or job sites. The inspection or search may include any packages or items that the individual may be carrying, including briefcases, handbags, knapsacks, shopping bags, et cetera.

These items are subject to inspection and search at any time, with or without prior notice. We also may require employees to agree to reasonable inspection of their

personal property and/or person while on the job or on the Company's premises. The individual may be requested to self-inspect his or her personal property or person by displaying the contents of any packages and/or turning out his or her pockets, etc., in the presence of a representative of the Company, typically a management employee of the same gender. The Company will not tolerate any employee's refusal to submit to a search.

## **Cameras and Video Surveillance**

For purposes of workplace safety and security and to prevent theft and other misconduct the Company has installed video surveillance cameras in work areas.

If there is any reported incident of theft, trespass, workplace violence, employee misconduct or any type of safety violation (hereafter collectively referred to as "security incidents"), the Company will utilize its surveillance equipment as an investigatory tool. The Company will also make use of its surveillance equipment to deter any future security incidents.

The Company also reserves the right to actively monitor, through its surveillance cameras, any areas for safety reasons (to protect against equipment failure, breakage, or accident) or confidentiality reasons (to protect documents or other proprietary information).

Although the video surveillance described in this policy is intended to monitor for security incidents and other safety reasons at the Company, it is possible that such surveillance may monitor activities not related to the Company's business.

The Company respects the privacy of its employees. Accordingly, no video cameras will be installed in the Company's restrooms or changing areas.

## **Use of Company Equipment and Resources**

### ***Company Equipment***

When using company equipment or other property, employees are expected to exercise care, maintain the equipment and property in safe working order, and follow all operating instructions, safety standards and guidelines.

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

All employees are expected to comply with all local, state, and federal laws while operating company equipment. The Company may discipline employees who engage in unlawful conduct.

## **EMPLOYEE BENEFITS**

### **Workers' Compensation**

When work-related accidents, injuries or illnesses occur, employees may be eligible for workers' compensation insurance benefits. The Company provides a comprehensive workers' compensation insurance program in accordance with applicable state law. This program covers most injuries or illnesses, sustained in the course of employment, that require medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits or, if the employee is hospitalized, treatment immediately.

#### *Reporting Work-Related Injury or Illness*

Employees who sustain a work-related injury or illness should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage.

#### *Fraud*

The Company will notify the workers' compensation insurance company if we have reason to believe an employee has supplied false or misleading information in connection with a claim and/or has filed a fraudulent claim. Workers' compensation fraud is a crime and may also be grounds for disciplinary action, up to and including termination of employment.

## **LEAVING THE COMPANY**

### **Separation from Employment**

Employees of **THE FRENCH WORKSHOP** are employed on an at-will basis. This means that employment may be terminated by either party at any time, with or without cause or notice. Nothing in this policy is intended to limit or alter the at-will nature of your employment.

Employees may leave the Company for a variety of reasons. Regardless of the reason, we strive to ensure that all separations from employment are handled fairly, efficiently and in compliance with applicable federal and state laws.

Reasons for termination include, but are not limited to, the following:

### ***Voluntary Termination***

A voluntary termination means an employee has made the decision to end the working relationship with the Company. Voluntary resignations include, but are not limited to, written or verbal resignation, retirement and job abandonment. An employee is considered to have abandoned his or her job if he or she fails to return to a job within three days and has not notified the company of his or her intention to resign.

Employees who voluntarily leave the Company are encouraged to provide their supervisor with written notice in order to allow a reasonable amount of time to transfer ongoing work. Upon resignation, an employee must return all keys, uniforms, or other company-issued property.

### ***Involuntary Termination***

An involuntary termination occurs when the Company decides to end the working relationship with an employee. Involuntary terminations may occur for cause or for reasons other than cause.

Involuntary terminations for cause include, but are not limited to, terminations for violating Company policy, misuse or theft of resources, the falsification of information, excessive absence/tardiness or unsatisfactory work performance.

### **Pay Upon Termination**

Final wages will be paid in accordance with applicable law.

### **Return of Company Property**

Employees are required to return all company property (e.g., computers, passwords, uniforms, ID badges, credit cards) that is in their possession or control in the event of termination of employment, resignation, retirement or layoff or immediately upon request. No information belonging to the Company can be copied for the employee's use. We may also take all action deemed appropriate to recover or protect company property.

## **References/Verifications of Employment**

All requests for official job references on behalf of the Company should be forwarded to management.. Our policy concerning references for former employees is to disclose only the dates of employment and the title of the last position held. If an employee authorizes disclosure in writing, we will also provide a prospective employer with information on the amount of the salary or wage last earned.

## **Exit Interviews**

Before leaving **THE FRENCH WORKSHOP**, employees may be asked to participate in a voluntary exit interview. This will provide closure to the employee's employment with the Company and will allow the Company to ensure that it has resolved various administrative matters, answered any questions about continuation of benefits and listened to any of the employee's comments or ideas about improving the Company's operations.

## ACKNOWLEDGEMENT AND RECEIPT

I acknowledge that I have received and read a copy of **THE FRENCH WORKSHOP** Employee Handbook. I understand that the Handbook sets forth the terms and conditions of my employment with the Company as well as the duties, responsibilities and obligations of employment with the Company. I understand that **THE FRENCH WORKSHOP** has provided me various alternative channels to raise concerns of violations of this handbook and company policies and encourages me to do so promptly so that **THE FRENCH WORKSHOP** may effectively address such situations, and I understand that nothing herein interferes with any right to report concerns, make lawful disclosures, or communicate with any governmental authority regarding potential violations of laws or regulations. I agree to abide by and be bound by the rules, policies and standards set forth in the Employee Handbook.

I acknowledge that, except where required otherwise by applicable state law, my employment with **THE FRENCH WORKSHOP** is at-will, meaning that it is not for a specified period of time and that the employment relationship may be terminated at any time for any reason, with or without cause or notice, by me or the Company. I further acknowledge that only, the President/Owner or his or her authorized representative has the authority to enter into an agreement that alters the at-will relationship. Any such agreement must be in writing and signed by the President/Owner or his or her authorized representative.

I further acknowledge that the Company reserves the right to revise, delete and add to the provisions of the employee handbook, but that all such revisions, deletions or additions must be in writing. No oral statements or representations can change the provisions of the handbook or supplement. Furthermore, the Company's policy of at-will employment can only be changed as stated in the prior paragraph.

I understand and acknowledge that nothing in this Employee Handbook or in any other document or policy is intended to prohibit me from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to or participating in an investigation or hearing conducted by any federal, state or local agency charged with the enforcement of any laws.

I also understand and acknowledge that nothing about the policies and procedures set forth in this Handbook should be construed to interfere with any employee rights provided under state or federal law.

I have read and understand the above statements.

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Employee Signature

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Print Name

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Date

**[TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE]**