TACO BELL™

B&G FOOD ENTERPRISES, LLC
B&G FOOD ENTERPRISES OF TEXAS, LLC
B&G LAFAYETTE VENTURES, LLC
B&G CAPITAL & GULF COAST VENTURES, LLC
B&G PANHANDLE VENTURES, LLC

Franchisees of Taco Bell

EMPLOYEE HANDBOOK

2027

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WELCOME TO B & G FOOD!

COMPANY HISTORY

In 1982, Brenda and Gregory J. Hamer, Sr. created B & G Food Enterprises, LLC when they received a franchise from Taco Bell to operate a restaurant in Morgan City, Louisiana. Today, B&G operates Taco Bells in Louisiana, Mississippi, Florida, Alabama, and Texas. We are the largest Taco Bell Franchisee in Louisiana and maintain our Corporate Headquarters in Morgan City, Louisiana.

In 1997, Brenda and Greg received a Kentucky Fried Chicken Franchise in Louisiana. Also, in 1998, B & G's first Taco Bell-KFC "2n1" Restaurant opened in Morgan City, Louisiana.

Our Restaurant Support Center and Corporate Office is located at 1430 Sandra Street in Morgan City, Louisiana.

We are very proud to be a part of Yum! Brands Inc., the parent Company of Taco Bell, Kentucky Fried Chicken, and Pizza Hut. We hope you will share that same sense of pride as an employee of B & G Food Enterprises, LLC. It is a pleasure to have you join our family.

- Brenda and Gregory Hamer, Sr.

TERMS AND CONDITIONS OF EMPLOYMENT

This employee handbook has been prepared as a general guide to inform you about the human resources policies and procedures of B & G Food Enterprises, LLC. It outlines many of the Company's employment practices, as well as the benefits available to you. This handbook and the policies in it replace any prior editions of this handbook, policies, and memos that are hereby retracted, withdrawn, and canceled.

Throughout this handbook, any reference to "Company" refers to B & G Food Enterprises, LLC and all its locations.

New employees are expected to read this handbook along with their new hire packet. The most current version of this handbook will be posted on the Company's Internet. If you have a question about any of the policies or procedures, you should ask your General Manager to help clear up any questions you have. The *Statement of Acknowledgement and Agreement* form at the end of this handbook must be signed with your digital signature signifying that you have read and agree to abide by Company policies. Your digital signature is required in order to upload your information into the Company's payroll system.

AT-WILL EMPLOYMENT STATUS

Employment with the Company is on an "at-will" basis. This means that you and the Company are each free to terminate the relationship at any time, with or without cause or advance notice.

The Company has no employment contract, assurances, or guarantee of continued employment by the employee. Likewise, employees have no employment contract, assurances, or guarantee of continued employment with the Company. No verbal communication or written document will provide such a contract, assurance, or guarantee unless specified in writing and signed by a Company official who is authorized to enter into such an agreement.

MODIFICATION OF TERMS AND CONDITIONS

Your compensation, hours of employment, work location, and all other terms and conditions of employment are subject to modification by the Company at management's discretion. In addition, management may determine that a transfer or other reassignment of any employee is necessary to fulfill business needs and requirements.

HANDBOOK IS NOT A CONTRACT

The policies and procedures presented within this handbook are for information and illustrative purposes and are in no way meant to be a contract of employment or guarantee of continued employment for any specific period of time. The work rules contained in the policies and procedures are for illustrative purposes and are not considered to be all inclusive.

Company management reserves the right to unilaterally amend or withdraw any policy, procedure, or benefit at any time with or without notice, for any reason it deems appropriate. Amendments or modifications are effective upon announcement.

In the event that any contradiction arises between the policies and information contained in this handbook

and specific federal, state, or local laws or requirements, the latter will govern in all cases. Nothing in this handbook or any Company policy is intended to interfere with employees' rights to discuss their terms and conditions of employment including, but not limited to compensation, benefits, work hours and working conditions, etc.

MISREPRESENTATIONS

Any misrepresentation made or falsification of information provided by an individual when completing the employment application or at any time during the employment process and/or during his/her employment will be considered grounds for dismissal without advance notice.

ENFORCEMENT AND INTERPRETATION OF POLICIES

Violation of any policies and procedures, or reasonable suspicion of any such violations, may result in disciplinary action, up to and including termination of employment. Additionally, acts that violate policies may also violate civil or criminal laws and may result in possible prosecution and/or assessment of civil and/or criminal penalties. If Company management decides to make an exception to a policy or practice in a certain instance, this does not restrict management's right to adhere to the policy or practice in the future.

No provision of any policy contained within this document will be interpreted to interfere with or chill employees' rights to engage in concerted activity for their mutual aid and protection.

REPORTING OF POLICY VIOLATIONS

You are required to immediately report any observed or known violations of any policy or law, including incidents of discrimination or harassment. Reports should be made immediately to the Manager, VP, Senior Staff, Human Resources Department, or Human Resources at (985) 384-3333.

Complaints of policy violations will be promptly and carefully investigated, including interviews with all relevant persons. Investigators will conduct an objective investigation that strikes a balance between the need to conduct a thorough investigation and an employee's desire for privacy; no employee is guaranteed complete confidentiality and/or anonymity during an investigation.

Employees who utilize this procedure in good faith are assured that they will be free from any and all reprisal or retaliation from reporting such violations or cooperating in an investigation. The Company will not tolerate complaints that are abusive or made in bad faith.

You are expected to fully cooperate in any investigation involving issues relating to the Company's policies, procedures, property, or any other aspect of the Company's business affairs.

EMPLOYMENT

WE ARE GLAD YOU ARE WITH US

The restaurant brands we operate are among the most active and successful fast-food restaurants in the world. We have a strong commitment to provide excellent products and exceptional service.

This handbook will help you know what we expect from our employees.

Good customer service is essential to our success, and we ask that **you treat our customers in a courteous and respectful manner at all times.** The products and services you provide create a lasting image. Take pride in yourself and what you are doing, and the experience will be both a positive and profitable one. Remember that all our procedures are secondary to serving the customer. **Do whatever it takes, within reason, to satisfy the customer. Voice of the Customer is the key to our success.**

You should report recurring customer-related problems to the Manager-in-Charge. We encourage you to make suggestions for changes in the policies or operating procedures to solve problems.

We are looking forward to working with you and we welcome you to our team.

BEGINNING WORK

In order to be placed on active pay status, you must complete and sign W-4 and I-9 forms on or before your first day of work. You must furnish original proof of identity and eligibility to work in the U.S as outlined in the I-9 form's lists of acceptable documents.

EMPLOYMENT WITH B & G FOOD ENTERPRISES, LLC.

It is the policy of B & G Food Enterprises, LLC. to support and promote the concepts of equal employment opportunity and nondiscrimination in all areas of employment, without regard to race, color, religion, national origin, sex (including pregnancy, sexual orientation, and gender identity), age, disability, genetic information, veteran status, or any other category protected by federal or state law. The Company will comply with all applicable local, state, and federal laws regarding the employment of individuals. Employment decisions are based solely on employees' qualifications, merit, and performance, subject to the business requirements of the Company. Requests for accommodations will be reviewed for qualified individuals. Reasonable accommodations will be made in accordance with applicable law.

This policy applies to all terms and conditions of employment, including but not limited to the following: recruitment, hiring, placement, transfer, promotion and demotion, training, development and educational assistance programs, compensation and benefits, social and recreational programs, discipline, and termination of employment.

The Company also maintains a policy prohibiting discrimination and retaliation for those who are a past or present member of the uniformed service, have applied for membership in the uniformed service; or are obligated to serve in the uniformed service. This policy applies to initial employment, reemployment, retention in employment, promotion, and any benefit of employment.

Your cooperation and support are expected in order to maintain a working environment free from discrimination. If you feel as though you have been subjected to any type of prohibited discrimination,

including retaliation, you are to report the incident verbally or in writing to the Manager, VP, Senior Staff, Human Resources Department at (985) 384-3333. To enable the Company to conduct an investigation, a complaint must include the specific nature of the incident and the date(s) and place(s) such alleged discrimination or retaliation took place, as well as the name of the individual(s) known to be involved. If the Company receives a report of prohibited discrimination, it is the Company's practice to investigate.

BUSINESS ABUSE

If you observe theft of raw or finished food products, theft of cash, embezzlement, time theft, unprofessional conduct or any instance of discrimination or harassment, you are encouraged to report this business abuse to B&G Employee Hotline (985) 518-7903. Callers may remain anonymous. A cash reward of up to $100 may be presented to an individual who provides B&G with detailed information of theft or other improprieties.

EMPLOYMENT CERTIFICATES

In Louisiana Employees under the age of eighteen are required to have an employment certificate or work permit before they may work. The minor who is to be employed must obtain the required employment certificate (Minor Work Permit) from the school board, and the Store Manager is to have a copy of the employment certificate in the files of the Morgan City office with the electronic hiring packet. The employment certificate is to be maintained until the minor reaches the age of eighteen or until the minor is no longer employed by B & G Food.

YOUR PERSONNEL FILE

The information contained in the personnel files is the property of the Company. Personnel files are kept at the Restaurant Support Center and may not be removed from the premises. If you want to review your file, you may do so in the presence of Area Coach / Human Resources Manager during regular business hours.

It is your responsibility to inform the Company of any changes to your personal status that may alter payroll or benefits status. Such information may include, but is not limited to:

- Last Name - Gain or Loss of Dependents
- Marital Status - W-4 Deductions
- Beneficiaries - Telephone Number
- Address - Emergency Contact
- Direct Deposit Updates

Former employees and other individuals who are not employed by the Company will not be permitted access to the personnel files, except in particular instances such as during a review by a government agency. Additionally, requests by former employees for copies of documents in the personnel files generally will not be honored.

HEALTH CERTIFICATION

Company policy calls for strict adherence to all state and local health codes. In locations where a health permit or health certification is required, you must provide such documents to your manager on your first day of employment. These documents will be forwarded to the Human Resources Manager. Failure to comply with this requirement will necessitate suspension from employment until the documents are received, with no guarantee of recall.

CRIMINAL CONVICTIONS

The Company reserves the right to conduct credit investigations on applicants for and employees in certain cash handling positions and other fiduciary positions as deemed appropriate.

The Company also retains the express right to conduct background investigations on prospective and current employees. Background investigations may include review of criminal conviction records. Conviction of a crime is not an absolute bar to employment and will not automatically eliminate an individual from consideration for or continuation of employment. All relevant circumstances, such as how long ago the conviction occurred and the crime involved, will be considered in relation to specific job requirements. Conviction of a crime that is related to the job the individual is expected to perform may be cause for denial of employment. Arrest records alone will generally not be considered in determining an individual's eligibility for employment, although the underlying behavior may be considered.

The Company will comply with the provisions of the Fair Credit Reporting Act and all applicable amendments when conducting any type of background investigation (e.g., criminal, credit, motor vehicle record, etc.). Particularly, the Human Resources Representative will ensure the correct disclosure of rights has been made, authorization has been received before a background investigation is conducted, appropriate adverse action notices have been provided in instances in which an adverse action is taken due to the results of a background investigation, and the safeguarding of personally identifiable financial information has been maintained. Also, the Company will comply with laws governing the proper disposal of any documents (paper, electronic, or other format) that contain consumer information derived from a credit report. Reasonable measures will be taken to protect against unauthorized access to or use of sensitive consumer-related information.

The Company reserves the right not to employ or retain in employment anyone who has been convicted of any felony or misdemeanor offense that relates to the duties and responsibilities of the position.

You must report any conviction occurring during the course of your employment to the Human Resources Representative immediately.

HIRING YOUR RELATIVES

Approval for hiring relatives must be received from the President of the Company. Relatives may be allowed to work in the same restaurant; however, relatives may not work in direct reporting relationships or supervise each other in any way. Relatives may not work on the same shift. For the purpose of this policy "relatives" include an employee's spouse, children, parents, brothers/sisters, grandparents, grandchildren, aunts/uncles, cousins, and corresponding step and/or in-law relations.

DIVERSITY

Our Company is committed to acknowledging and valuing employee differences and to creating an environment in which every individual's unique strengths and abilities are developed and valued. All employees share in the responsibility for creating this environment and are expected to demonstrate mutual respect and acceptance in the workplace. We believe that utilizing our employees' uniqueness enhances communication, problem-solving and decision-making skills, thereby improving our Company's productivity and performance. We also believe that if our employees mirror the diverse make-up of our communities and our customers, we will be able to better understand, and more effectively respond to, market changes. We strive for excellence in our ability to create an inclusive, respectful, and equitable environment for our employees through leadership, policies, and practices.

RELIGIOUS ACCOMMODATION

The Company will consider requests for religious accommodations. Such requests may include time off for attendance at religious services, an absence for observance of a religious holiday, or an employee's attire.

Reasonable accommodations will be made for an employee's sincerely held religious beliefs, unless such accommodation results in an undue hardship for the Company or creates an unsafe working condition.

DISABILITY ACCOMMODATION

The Company will consider requests for disability accommodations to individuals who are otherwise qualified to perform the essential functions of a job. When an employee has a need for an accommodation, the employee must let the Human Resources Manager know that an adjustment or a change at work is needed for a reason related to a medical condition that is a disability. A request for a reasonable accommodation is the first step in an informal, interactive process between the employee and the Company. The Company will attempt to accommodate the employee's need for workplace changes with the Company's need to maintain an efficient, productive workplace.

Before addressing the merits of the accommodation request, the Company will determine if the employee's medical condition meets the definition of a disability, a prerequisite for the employee to be entitled to a reasonable accommodation. The term disability means, with respect to an individual:

- A physical or mental impairment that substantially limits one or more major life activities of the individual
- A record of such an impairment; or
- Being regarded as having such an impairment

Major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working. Major life activities also include the operation of a major bodily function, including, but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

The Company may require documentation showing that the employee has a covered disability and stating any functional limitations. The documentation must be sufficient to substantiate that the employee has a covered disability and needs the reasonable accommodation requested.

Reasonable accommodations that will allow an employee to continue to perform the essential functions of the job will be made for an employee's disability, unless such accommodation results in an undue hardship for the Company or creates an unsafe working condition. An undue hardship will be based upon an individualized assessment of current circumstances.

TRAINING

THE SECRET TO OUR SUCCESS

At each of our restaurants, you will hear repeatedly: Cleanliness, Hospitality, Accuracy, Maintenance, Product Quality and Speed with Service. These are the principles that our brands were built on and are the standards for our daily operation. If we can provide our guests with great service, we can keep their loyalty and they will come back.

We want to provide our guests with an atmosphere that is fun, casual, and comfortable. Each of our restaurants has been designed with the guest in mind, in order to make our guests' stay a truly enjoyable one. Great service begins and ends with you we want to have Customer Maniacs working for B&G.

Cleanliness: To ensure that our guests have a dining experience that is both pleasant and healthy, we constantly clean and maintain the entire restaurant – the exterior, the dining area, the counter area, the restrooms, and the kitchen. We really never have a "spare" moment, because whenever business slows down, we are cleaning.

Hospitality: We treat our customers as if they were guests in our own home. We will take that extra step to make guests feel welcome. We strive to provide good service because it makes our job more pleasant and also improves our business. Taco Bell along with the other YUM Brands spend millions of dollars each year on advertising, but the attentiveness, courtesy, and friendliness you display toward our guests is our most important form of marketing.

Product Quality and Accuracy: Our menu items are the product of a great deal of research and development, but we rely on you to make sure that every one of our guests enjoys a hot, tasty, and perfectly prepared meal every time they visit one of our restaurants. We are famous for the quality of our food, so we will insist that you follow specific food preparation procedures that are both efficient and sanitary.

Speed with Service: One thing always to keep in mind is that efficient guest service is our number one priority. Everything we do is for our guest because our guests are our business. Guests come to Taco Bell expecting fast and friendly service, so we expect you to be efficient, attentive, courteous, and respectful at all times.

TEAMWORK

Teamwork plays a big role within each individual restaurant operation. Also, the spirit of teamwork makes the job a great deal more enjoyable, which in turn is passed along to our guests.

Think of teamwork as you would playing a game. One great star does not necessarily do everything it takes to help the team win. It is only when all the players pull together and enjoys the team's performance again and again. We accomplish a great team performance through proper training.

THE TRAINING PROGRAM

The Company training program is implemented in the stores to ensure that employees build the skills needed to serve our customers.

- Doing more for and giving more to customers than the competition.
- Learning the processes and procedures required to meet/exceed expectations and standards.
- Improving performance to ensure the Restaurant's continuous growth and success.
- Developing employees' self-sufficiency in running the Restaurant.

Training Systems: Web-based training systems are designed for trainees who are new to their jobs. The training systems help trainees develop the skills and knowledge they need to meet and maintain our high restaurant operating standards. Trainees must be certified in each position that they train for. Your manager will explain all aspects of the Company's training programs.

Individuals are constantly encouraged to improve their performance, expand the scope of their responsibilities, and provide training to other employees who need it. That is the only way that restaurant employees can become self-sufficient and successful.

Your managers will explain all aspects of the Company's training program.

COMPENSATION

OUR PAY PROCEDURES

The payroll period is two work weeks (14 days). It begins on Wednesday at 12:00 a.m. and ends two weeks later on Tuesday 11:59 p.m. Payday is on Friday of the week following the end of the payroll period (every other Friday). Pay will be distributed either through direct deposit or pay card. Consult your manager for more information. If payday falls on a Company-designated holiday, you will be paid on the preceding regularly scheduled workday. You should immediately submit any discrepancies in your paycheck, changes to your pay status or other information affecting your pay to Human Resources.

Pay cards cannot be cashed at the restaurant, nor will it be possible to receive an advance against unpaid earnings.

PENALTIES FOR WRONG INFO FROM TEAM MEMBER

If a deposit is not able to be made into an account because of a Team Member's error (i.e. gave the wrong information, closed the account, or used an expired account), any fee assessed to B & G will be charged to the Team Member. If the manager is responsible for the error, the manager will be responsible for any fee assessed.

RECORDING YOUR TIME

You are responsible for properly recording your time worked. You must clock in and clock out at the beginning and end of your shift. If you leave work at any time for personal reasons, you must clock out. You must never clock in or out for another employee or have anyone clock in or out for you.

- **Absolutely no work is to be performed off the clock; notify the Restaurant Support Center if you are asked to do so.**
- **Absolutely no work is to be performed that is not properly accounted for on the Time and Attendance System.**
- Always keep track of the amount of hours worked to confirm that your paycheck is correct. Any errors should immediately be brought to the attention of your General Manager. If the problem is not solved to your satisfaction, contact your Area Coach.
- **Never use** the **"BK"** key when clocking in or out. **Using this key can and will lead to your dismissal**.

WHEN OVERTIME BECOMES NECESSARY

Whenever possible, we will avoid asking you to work overtime; but you may occasionally be requested to work extra hours. When this occurs, we expect you to cooperate and help out wherever and whenever you are needed. Overtime occurs when hours worked exceed 40 hours in a workweek (Wednesday – Tuesday).

Overtime is authorized and scheduled only by the General Manager and is never scheduled at crew member discretion. You must receive advance approval from the General Manager prior to working overtime.

Vacation, sick leave, and other paid absences are not considered time worked for the purpose of calculating overtime pay. You must actually work over 40 hours in a workweek in which a paid absence day occurs to receive overtime pay.

EARNING A PAY INCREASE

The Company uses a merit pay increase system. The Company may award pay increases to you subject to your individual performance and the profitability of the Company. Pay increases are at management's discretion and are neither automatic nor guaranteed. You will be considered for a merit pay increase based on outstanding job performance and Company growth. No cost-of-living increases are given.

PAYROLL DEDUCTIONS

The following deductions will be made from your gross wages earned during a given pay period and will be shown on your paycheck:

- ✓ Federal income tax (mandatory)
- ✓ Social Security tax (FICA) (mandatory)
- ✓ Medicare (mandatory)
- ✓ State income tax (where applicable)
- ✓ Any court-ordered garnishments
- ✓ Any other wage attachments required by law
- ✓ Applicable insurance premium payments
- ✓ (Eligible employee election)

You will be required to complete a payroll deduction form to authorize the Company to make insurance premium payments and any payroll deductions not listed above.

You will receive an annual Wage and Tax Statement (IRS Form W-2) for the preceding year on or before January 31. If you believe that deductions are incorrect for any pay period or are incorrect on the W-2, check immediately with the Human Resources Department. If you move, it is your responsibility to contact the Human Resources Department with your new address.

BENEFITS

HOLIDAYS

Our restaurants are closed on Thanksgiving Day and Christmas Day.

The Restaurant Support Center is officially closed on New Year's Day, Mardi Gras Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Employees are not paid for holidays. Managers should schedule the holiday as their day off for the week in which the holiday falls. If a holiday falls on an employee's scheduled day off, another day off to observe the holiday is not provided.

VACATIONS

The Company believes vacation time is a valuable way for you to refresh and renew after concentrating on pursuing excellence in your work. You are urged to take all the vacation time off for which you are eligible.

ANY EMPLOYEE WHO TERMINATES EMPLOYMENT WITHOUT PROPER NOTICE, WHO FAILS TO WORK OUT THE REMAINDER OF THE NOTICE, OR IS TERMINATED INVOLUNTARILY, MAY FORFEIT ALL CLAIMS TO AND ELIGIBILITY FOR EARNED, BUT UNUSED VACATION BENEFITS.

Eligibility:

Team Members

- After the completion of 24 months of consecutive service, all Team Members will be eligible to receive up to 40 hours of vacation. To be eligible to take vacation, you must be on active pay status. Vacation pay will consist of Team Members current base pay rate, based on weekly average of hours worked during the prior year, not to exceed 40 hours per week.

Shift Leaders

Qualified Shift Leaders will be eligible for up to 40 hours of vacation per year based on the following criteria:

- The employee must be in the position of Shift Leader for 12 consecutive months before becoming eligible for vacation.

- Vacation pay will be based on the weekly average of hours worked during the prior year, up to 40 hours at the Shift Leaders' regular rate of pay.

Assistant General Managers

- AGMs will be eligible for up to 80 hours of vacation after completing 12 consecutive months of service and up to 80 hours of vacation every year thereafter. An AGM who is credited with up to 80 hours of vacation can use up to 40 hours of vacation during the first six months after the vacation is credited and up to 40 hours during the second six months. Vacation cannot be used back-to-back.
- The second six months of vacation for AGMs is calculated on the average hours worked during the prior 6 months.

Restaurant General Managers

- General Managers are eligible for 120 hours of vacation after completing 12 consecutive months of service and 120 hours of vacation every year thereafter.

- During each year, RGMs vacation will be broken into 3 sections: Section 1: 40 hours of vacation (PI, P2, P3, P4), upon completing section 1 the RGM will earn section 2: 40 hours of vacation (P5, P6, P7, P8), upon completion of section 2 the RGM will earn section 3: 40 hours of vacation (P9, P10, PI1, P12, P13), 80 hours of vacation cannot be used back-to-back.

Procedures

- You must submit a written request to your supervisor for vacation.

- All scheduled vacations are subject to approval by the AC/RC/HC.

- Vacations are to be scheduled at least thirty (30) days before the desired start of time off and no earlier than 120 days prior to the requested vacation period.

- Vacations must be used within the calendar year in which it is earned. No rollover vacation time will be allowed.

- Every effort will be made to schedule vacations according to personal preference unless business necessity requires otherwise.

- When you request vacation time, your supervisor will contact the Human Resources Department to confirm consecutive employment and determine the vacation leave you have earned.

- After determining the amount of leave you are eligible for, your supervisor will complete an "Employee Vacation Request" form and forward it to the Payroll Department prior to the payroll period for which the vacation hours have been requested and approved.

- Your supervisor is responsible for confirming with the Payroll Department that the completed "Employee Vacation Request" has been received and processed.

- Vacation time generally must be taken in order to receive vacation pay. Vacation time off may not be worked in order to receive double pay, nor is it counted as time worked in computing overtime.

- You may receive vacation pay in lieu of a day off in cases of extreme emergency and only with the approval of the Director of Operations.

- The Company discourages vacations longer than seven consecutive days. This means that regular days off tied to a vacation will not be allowed. Additionally, sick leave may not be used to add additional time to a vacation leave.

- Vacations are not cumulative and normally must be taken in the year following the year in which they are earned. However, if you are requested by the Company to cancel vacation plans, and the vacations cannot be rescheduled before your anniversary date, you may be permitted to reschedule the vacation within 180 days of the current vacation year. If circumstances warrant, you may accumulate vacation for up to 120 hours upon approval of the Director of Operations.

- If you voluntarily terminate your employment with appropriate notice (two weeks) and you satisfactorily work throughout the notice period, you will be compensated at your current base rate for the vacation hours accrued through your final payroll. Compensation will be made on the next scheduled payday.

- No employee is allowed to take back to back vacations unless approved by VP of Opps.

- If you do not provide and work through appropriate notice of your resignation or if your employment is terminated for another reason, you will not receive payment for available vacation time. (There is an exception for Louisiana employees who, by law, will be paid for earned, unused vacation time.)

SICK LEAVE

All GMs, AGMs, and qualified office personnel are eligible for up to three (3) days of sick leave per year, after 90 days of continuous employment. After sick leave has been used, salaried personnel may use 8 hours of earned and remaining vacation time for each day they are unable to work due to illness in a given week. If an employee is off work due to illness but can "make up" that day later in the week and work a full week, his or her sick leave account will not be reduced.

Sick Leave Procedures:

- Paid sick leave is only available for personal illness and must not be related to an on-the-job injury.

- Taking paid sick leave requires immediate notification to your supervisor (at least, and no less than, two hours prior to the time you are to report to work, unless the nature of the illness would make it impossible for you to do so).

- If you will be using sick leave for a foreseeable absence, you must provide your supervisor with at least 30 days' notice of your need for leave.

- You may be required to furnish a doctor's statement to verify the illness. A second opinion through the Company's health care provider, at the Company's expense, may be required.

- If you are out of work for more than two consecutive workdays, you may be required to provide a written release from the doctor before you are allowed to return to work.

- Compensation is not granted for unused sick leave under any circumstances.

- Time off for illness in excess of your accrued sick leave will be taken without pay. If unpaid time off is not approved, you will be subject to te1mination but may reapply for employment, under the same conditions as an external candidate, upon verifiable recovery.

- The amount of sick pay received is based upon your current rate of pay.

- Falsifying use of paid sick leave will be grounds for disciplinary action, up to and including termination.

FAMILY AND MEDICAL LEAVE OF ABSENCE

Eligibility – If you work at a Company location with 50 employees within 75 miles and have at least 12 months of service and have worked at least 1,250 hours in the preceding 12 months, you may be eligible for up to 12 weeks of medical leave of absence for certain family care and medical reasons, during any rolling 12-month period. Generally, employment periods prior to a break in service of seven years or more will not be counted in determining whether the employee has completed at least 12 months of service. The 12-month period will be measured backward from the date you use leave and include both paid and unpaid leaves. Each time you use leave, the remaining leave available will be the balance of the 12 weeks that has not been used during the immediately preceding 12-month period.

Description of Qualified Leaves – You may be entitled for up to 12 weeks of family and medical leave for the following reasons:

- the birth of a son or daughter and to care for the newborn
- placement of a son or daughter for adoption or a foster child with you.

  (Leave for such purposes must be taken in one consecutive period and must be completed within 12 months following the birth or placement. However, this leave does not have to be taken immediately following the birth or placement of the child.)
- To care for your spouse, son, daughter, or parent (not in-laws) with a serious health condition. Employees who are not eligible for family and medical leave will not be allowed an unpaid personal leave of absence for the illness of a parent.
- For your own serious health condition that prevents you from performing your job duties and responsibilities.
- For a qualifying exigency arising out of the fact that your spouse, son, daughter, or parent is a covered military member defined as:
  - National Guard or Reserves or retired member of the Regular Armed Forces or Reserves on federal active duty in a foreign country or is called to federal active duty in a foreign country, provided that such duty is in support of a contingent operation; or
  - Regular Armed Forces deployed to a foreign country or international waters regardless of the nature of the service performed in that foreign country or international waters and regardless of whether it is in support of a contingent operation.

Absences due to a work-related injury or illness, whether paid or unpaid, which qualify as a serious health condition will be considered absences under this policy, and time off will be deducted from the maximum annual 12-week leave entitlement period.

You may be entitled for up to 26 weeks of leave in a single 12-month period if you are the spouse, son, daughter, parent or next of kin (nearest blood relative) of a covered servicemember and must care for that servicemember. A covered servicemember who has a serious illness or injury incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is on the temporary disability retired list. Coverage also includes a servicemember's serious illness or injury that existed before the beginning of the servicemember's active duty which was aggravated by service in the line of duty on active duty. A covered servicemember includes a member of the Armed Forces, including the National Guard or Reserves or a member of the Armed Forces, the National Guard or Reserves who is on the temporary disability retired list. Covered servicemember also includes a veteran discharged or released under conditions other than dishonorable, who is undergoing medical treatment, recuperation or therapy for a serious injury or illness and who was a member of the Armed Forces within the five years prior to the time the employee's military caregiver leave begins.

An eligible employee will be entitled to a combined total of 26 weeks of all type of FMLA leave. The "single 12-month period" referenced above begins on the first day the eligible employee takes FMLA leave to care for a covered servicemember and ends 12 months after that date, regardless of the method used to determine the 12 workweeks for other FMLA qualifying reasons.

If Both Spouses Work for the Company - If the Company employs both spouses, a combined total of 12 weeks is available for the birth of a son or daughter or to care for the child after birth, placement of a child with the employee for adoption or foster care, or to care for the employee's parent with a serious health condition. Spouses employed by the Company are limited to a combined total of 26 weeks for leave during the relevant 12-month period if the leave taken is to care of a covered servicemember and for the birth or placement of a health child or care for parent with a serious health condition. The military caregiver leave does not alter the 12-week limitation that applies to leave taken by spouses employed by the same employer for leave for the birth or placement of a healthy child or to care for a parent with a serious health condition, even if the spouses combined took fewer than 14 weeks of leave to care for a covered servicemember.

Compensation – All available sick leave must be taken at the commencement of the leave period, prior to beginning unpaid leave status, if the leave is due to a serious health condition. All available vacation must be taken at the commencement of a leave of absence, after the use of available sick leave and prior to beginning unpaid leave status. The maximum amount of leave time available will be 12 weeks, (or 26 weeks for Military Caregiver Leave) including both paid and unpaid leave. An employee who incurs a work-related illness or injury cannot substitute paid vacation or sick leave for workers' compensation payments.

Requesting Leave – In the event of foreseeable leaves, you must provide 30 days' notice, or as much notice as is practicable, by completing a "Request for Medical Leave of Absence Form" at the Restaurant Support Center. If 30 days' notice is not possible, you must provide notification no later than the next business day after learning of the need for the leave.

Medical Certification – When leave is taken due to a serious health condition of either you or a covered family member, you must provide the certification form completed by a health care provider within 15 days of the request. If the certification is incomplete or insufficient, the Human Resources Representative will notify you and allow you up to 7 days to cure the certification deficiency. The Human Resources Representative may seek clarification from your health care provider regarding the information contained on the certification form with your written authorization provided to the Company and to your health care provider. The Company reserves the right to request a second and/or third opinion, at the Company's expense, from a health care provider chosen by the Company. Additionally, a recertification verifying the need for leave may be requested by the Company to support a continuing medical leave every 30 days or at the expiration of the minimum duration of the condition, whichever is later. Such recertification can be requested at any reasonable interval but not less than every 30 days unless:

- You request an extension of leave;
- Circumstances described by the previous certification have changed significantly; or
- Company management receives information that casts doubt on the continuing validity of the most recent certification.

In the event that appropriate certification or recertification is not provided, the leave of absence will not be granted or continued, and you will be subject to the Company's policies regarding unexcused absences.

Fitness-for-duty certification will be required in order to verify that you are able to return to work. Certification of fitness to return to duty for absences taken on an intermittent or reduced schedule leave

may be required once every 30 days if reasonable safety concerns exist regarding the employee's ability to perform his or her duties. No second or third opinions will apply for fitness-for-duty certifications.

Qualifying Exigency Certification – When leave is taken due to a qualifying exigency (e.g., short-notice deployment, military events, financial and legal arrangements, military member's parental care, etc.) related to active duty or a call to active duty for the employee's spouse, son daughter or parent, the employee should provide a copy of the covered military member's active-duty orders or other documentation issued by the appropriate military branch. The Human Resources Representative may contact the appropriate military unit to request verification that a covered military member is on active duty or call to active-duty status. No recertification requirements will apply to qualifying exigency leaves.

Military Caregiver Certification – When leave is taken due to a servicemember with a serious illness or injury sustained in the line of duty on active duty who is your spouse, son, daughter, parent or next of kin, the employee should provide certification completed by an authorized health care provider of the covered servicemember or the travel orders issued to the employee on behalf of the servicemember. No recertification requirements will apply to military caregiver leaves.

Intermittent or Reduced Schedule Leave – Leave taken because of the serious health condition of either you or a covered family member may be taken on an intermittent or reduced work schedule basis if such an arrangement is certified by the health care provider to be medically necessary or to provide care or psychological comfort to a covered relation with a serious health condition, as certified by the health care provider. Intermittent or reduced schedule leave may also be taken for a qualifying exigency or for military caregiver leave of absence. An employee who needs an intermittent or reduced work schedule leave must attempt to schedule leave so as not to disrupt the Company's operations. Leave taken due to the birth of a child or placement of a child with you for adoption or foster care must be taken in one consecutive period unless approved in advance by the Human Resources Representative. Decisions regarding requests for intermittent or reduced work schedule leaves in birth, adoption or foster care situations will be based on the business need of the Company. During any period in which you are on an intermittent or reduced work schedule, the Company may temporarily transfer you to an alternative position with equivalent pay and benefits that better accommodates the recurring leave.

Designation of Leave – Once the Company has acquired enough information to determine whether the leave is being taken for a FMLA-qualifying reason (e.g., after receiving complete and sufficient certification), the Human Resources Representative will provide a designation notice within five business days to the employee stating whether or not FMLA leave has been approved. Additionally, the designation notice will include applicable information regarding amount of leave entitlement, paid/unpaid time off, fitness-for-duty certification requirements, certification deficiencies, etc. If a FMLA-qualifying reason is determined by the Company to exist, the Human Resources Representative may designate leave as FMLA whether the employee specifically requests FMLA designation or not. Employees cannot request that the Company waive an FMLA leave designation if the leave qualifies as a bona-fide FMLA leave.

Notification During the Leave – You must contact the Restaurant Support Center at least weekly in order for the Company to remain aware of your progress and anticipated longevity of the leave of absence. You must notify the Restaurant Support Center at least two days prior to your expected date of return, or if you will not be able to return when expected. Failure to do so may result in denial or delay of the leave or restoration of employment. If you decide to voluntarily terminate employment, the General Manager should be notified as soon as possible. If you fail to return to work on the next workday following the expiration of the leave, you will be deemed to have resigned employment.

Return From Leave – When the reason for a family or medical leave ends (for example, a serious health condition no longer exists), you are no longer eligible for leave under this policy and are expected to return

to work promptly. When leave is taken due to your own serious health condition, a release from the health care provider will be required prior to your return to work, certifying that you are fit to return to work and can perform the essential functions of the job with or without reasonable accommodations. You are expected to return to work immediately following the health care provider's release.

Reinstatement – This leave provides that you will be able to return to your former position or an equivalent position, with equivalent employment benefits, pay, and other terms and conditions of employment, if you return to work within the 12-week period (or 26-week period for military caregiver leave), or at the conclusion of the need for the leave.

There are limited circumstances in which you may not be reinstated from leave (e.g., in the event of a reduction-in-force.) You have no greater right to reinstatement or to other benefits and conditions of employment than if you had not been on FMLA leave.

Additionally, employees who are considered "key employees" under the provisions of the Act may be denied reinstatement if the reinstatement would result in substantial and grievous economic injury to Company operations and if the employee was provided the appropriate notice, stating such, at the commencement of his/her leave. A key employee is a salaried FMLA-eligible employee who is among the highest paid 10% of the Company's entire workforce within 75 miles of the employee's worksite.

If you do not return to work within the 12-week (or 26-week) period or when the reason for the leave ends, whichever occurs first, your position may be terminated, and you must then follow the normal job application procedures required of external candidates in order to reapply for the position.

Employment Benefits – Taking a leave may not result in the loss of any employment benefit available before the date that the leave started.

Paid Time Off – No sick leave or vacation days are earned during the unpaid leave period.

Insurance Continuation – During the leave, you will be permitted to retain your current medical insurance coverage as specified in the provisions of the Company's policy, subject to you paying your portion of the cost of the insurance coverage. You should contact the Human Resources Department to find out when to submit your payments.

You will be responsible for repayment of any premium costs borne by the Company for continuation of insurance during the leave should you fail to return to work at the conclusion of the leave period for reasons other than a serious health condition which qualifies under the leave provisions or other circumstances beyond your control.

Termination of Leave – Leave may not be provided, or you may not be restored to employment if you advise the Company that you will not return to work, in which case the employment relationship is deemed terminated and your entitlement to reinstatement, continued leave, and health benefits cease. Likewise, if an employee fraudulently obtains leave or accepts other employment while on leave without the prior written approval of the Human Resources Manager, the employee will not be entitled to benefits under this policy and employment may be terminated.

In the event of a divorce, legal separation, a child losing dependent status under the plan(s), or the birth or placement of a child with you for adoption, you must inform the Human Resources

Representative within 60 days of the occurrence of the qualifying event. Failure to provide written notification of such a qualifying event within the 60-day period will result in loss of the right to continuation coverage.

OUR GROUP INSURANCE PLAN

The Company offers Major Medical and Basic Life Insurance for eligible managers and employees. The Company may pay a portion of the cost of these benefits. Specific information about coverage and cost is available through the Human Resources Department.

Optional life insurance is available for spouses and children of covered employees, and you must pay the cost for this dependent life insurance coverage.

An information booklet and I.D. card will be provided to you upon enrollment in the insurance coverage; please contact the Human Resources Department for more information.

CONTINUING INSURANCE COVERAGE (COBRA)

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides that you and covered family members may be eligible to temporarily extend your medical insurance coverage at group rates in certain instances where coverage under the plan would otherwise end. You may also be eligible for state-mandated continuation rights after COBRA coverage ends. You will receive information about your rights under COBRA upon enrollment in the medical insurance plan. For additional information regarding COBRA or to provide notification of a qualifying event for COBRA coverage, contact the Restaurant Support Center.

ON-THE-JOB INJURIES – WORKERS' COMPENSATION INSURANCE

Workers' compensation insurance is maintained by the Company to provide compensation to employees for loss of wages due to injury or illness that occurs in or as a result of employment and also pays necessary related medical expenses, according to applicable state law.

In the State of Texas, you may elect to decline such coverage if, no later than five days after beginning employment, you notify the Human Resources Representative in writing that you wish to retain your common law right of action. In such an instance, you would not be covered by the insurance plan and would not be able to obtain workers' compensation income or medical benefits in the event of a job-related injury or accident. If you decline workers' compensation insurance coverage, your employment may be terminated immediately, as coverage under workers' compensation insurance is a condition of employment with the Company.

All job-related injuries and accidents, regardless of the need for medical attention or severity of the injury or illness, must be reported immediately to the Manager-In-Charge. Failure to do so may result in non-payment of medical services. The Manager-In-Charge is responsible for reporting any work-related accident, illness, or injury immediately to the GM. Failure to comply with B&G accident reporting procedures can result in disciplinary action up to and including termination of employment.

The Company will require an alcohol or drug test if you are involved in a work-related accident.

It is expected that all employees are truthful in the reporting of work-related injuries. Workers' compensation fraud occurs when someone willfully makes a false statement or conceals information in order to receive workers' compensation benefits or prevents someone from receiving benefits to which they

might be entitled. This organization will not tolerate fraud. If you think workers' compensation fraud is occurring, notify the Manager, VP, Senior Staff, Human Resources Department, or the Owner at (985) 384-3333 so that an investigation may occur.

The Company will follow the provisions of its *Family and Medical Leave of Absence (FMLA)* policy when administering leave due to on-the-job injuries. If you are eligible for such leave and are unable to perform the duties and responsibilities of your position, you may receive up to 12 weeks of leave as described in the FMLA policy. If you are injured on-the-job and are unable to perform your regular duties and responsibilities as a result of an on-the-job injury, and you do not qualify under the policy, the Company reserves the right to replace you after you have missed seven consecutive days of work. If you are replaced, you may reapply for employment, following the same job application procedures required of external candidates, after receiving a full release to return to work from a qualified health care provider.

BEREAVEMENT LEAVE

The Company will provide time off without pay for you to attend the funeral of immediate family members (i.e., your parents, brothers, sisters, spouse, or children and corresponding in-law and/or step relations). The General Manager may approve up to two (2) consecutive calendar days off, at his or her discretion. Management employees must receive advance approval from their Director of Operations. If unpaid time is approved, employees may substitute vacation for unpaid time.

The Company may approve one day off to attend the funeral of non-immediate family members (i.e., grandparents, grandchildren, aunts, uncles, cousins) or a friend. Vacation leave cannot be substituted to attend the funeral of a non-immediate family member.

JURY DUTY

Employees are permitted the necessary time off for mandatory jury duty, or to appear in court as required by a valid subpoena or court order. Non-salaried employees will receive one day of paid time off if jury duty or a valid court appearance occurs during the employee's regular scheduled work time. Salaried employees are paid their regular salary for service on a jury for up to ten days without effect on benefits but must submit any jury duty fees received. You are expected to report for work when it does not conflict with court requirements. The Company will not compensate time off for court appearances as a party to any civil or criminal litigation, unless required by applicable law. You must arrange for time off without pay or use available vacation for such appearances.

MILITARY LEAVE

Uniformed Services Covered – Employees who are members of a uniformed service or who make application for membership in a uniformed service will be given the required time off for the performance of duty.

Compensation – Military leave is generally considered unpaid leave. However, you may voluntarily use any available vacation during all or part of this period.

Required Notification – You must provide your General Manager with notice of your need for leave and the Company requests that you do so at least 30 days prior to the need for the leave, or as soon as possible upon receipt of the orders. Failure to provide adequate notice may result in a denial of reemployment. Upon receipt of notice of your need for leave, the Company will provide you with additional information regarding your rights and responsibilities while on leave.

Failure to report for work or to submit an application for reemployment within the allotted time, or to advise your General Manager of a delay due to extenuating circumstances subjects you to the Company's policies regarding unauthorized absences.

You should contact your General Manager with any questions you have regarding this policy.

MISCELLANEOUS LEAVES OF ABSENCE

Based upon applicable state law requirements, you may be permitted time off of work for qualifying reasons, including school involvement leave, day care visits, bone marrow donations, additional time off for pregnancy-related absences, and medical appointments necessary to meet the requirements to obtain veteran benefits. You should contact your General Manager to inquire as to whether any leave time is available for you.

If you wish to take such time off, you must request the time off as soon as you know of your need for leave and must follow the provisions provided to you by your manager.

OPERATING

OUR WORK HOURS

You are responsible for knowing the work hours of the restaurant where you work. The workday begins two hours before the restaurant opens and ends approximately one hour after closing. Crew members are to work the hours determined and scheduled by the General Manager.

YOUR WORK SCHEDULE

Work schedules for crew members are made up each week to fit the restaurant's operating needs. Schedules are posted a minimum of one week in advance for the following week. You must give the General Manager advance written notice of any pending changes in your availability or inability to work specific times prior to the posting of that schedule. Schedules can only be changed in an emergency, at the discretion of the General Manager.

You are expected to report to work no earlier than 10 minutes before your scheduled work time, uniformed and ready to begin work. You are expected to leave the restaurant within 15 minutes after clocking out. You may eat in the restaurant immediately prior to or immediately after your shift.

WORKSTATIONS

Each of our workstations encompasses a particular area of our restaurant and includes a wide variety of jobs. To minimize confusion, each station has been divided into substations where you can concentrate on smaller groups of job tasks at one time.

You will be assigned a work position based on the immediate needs of your restaurant. Any additional training will be determined by the business needs of the restaurant and by your performance.

We have found that the closest teamwork is achieved when everyone understands each person's job. For that reason, you may eventually be trained at several stations. Your General Manager will follow your progress at each station. Together you will decide when you are ready to move to the next training step.

CASH REGISTER POLICY

Because of the important and sensitive nature of a cashier's job, you are expected to **READ AND UNDERSTAND** this policy for both your protection and ours.

- Your shift is to be started with a clean cash drawer. You will always start your shift with a minimum of $50 in coins and bills. The money in your drawer must be counted by the Manager-in-Charge prior to you using the register. You must agree with the count of the Manager-in-Charge and document and initial such on the provided register currency form.

- You are to use only the register drawer assigned to you. **Do not permit anyone else to use your drawer.** Perform only one transaction at a time. Close the drawer after each transaction.

- Once a guest order is complete, changes to the order may be made only by the Manager-in-Charge.

- Do not make change between register drawers or for guests. This is the responsibility of the Manager-in-Charge.

- If guests challenge their change, immediately call the Manager-in-Charge. The Manager-in-Charge will immediately count down the drawer with you.

- All bills larger than $20 must be approved by the Manager-in-Charge before being accepted.

- After you finish your shift, you and the Manager will close, counting and cashing out your drawer together. You and the manager must both proceed to the safe and drop the money into the time delay section of the safe. ***Your responsibility for the cash does not end until the cash drop has been made.***

- It is a serious violation of Company policy to under-charge or pass food across the counter without payment. Any such incident is considered willful theft of property and may result in disciplinary action, up to and including immediate termination.

- If you have more than a $1.00 overage or shortage in your register drawer per shift, this may result in disciplinary action, up to and including immediate termination, in addition to possible criminal action.

- **All $20.00 bills and larger currency are to be placed in the drop safe immediately upon receipt.**

- "Bumping" orders off the order monitor before actual delivery voids the accuracy of delivery service time data and may result in immediate termination.

- Accepting tips while on duty as a cashier is violation of Company policy.

- Any change mistakenly left by a customer must be immediately reported to the Manager-in-Charge.

- The closing Manager-in-Charge is expected to do the following after the close of business:

    - After closing out each cashier, bring the cash till to original amount. If the shift begins with $100 at close the register should be brought back to $100.
    - Place all paper bills into a safe bag, document the register number on the bag and drop into the top safe. Register #1 $.00 and $5.00 go into bag labeled #1, sealed and dropped into the top safe. Complete this task for each active cash drawer #1, 2, and 4.
    - Place all rolled and loose coin change into separate bags. Place the bag for the same register into the corresponding drop box. Register #1 pennies go into a bag; nickels go into another bag; dimes, etc. and are placed into register #1 drop box. Complete this task for each active cash till #1, 2 and 4.
    - Leave the empty cash drawer open so the cash till is visible.

Questions regarding this procedure should be addressed to your Area Coach

    - Place all rolled and loose coin change into separate bags. Place the bag for the same register into the corresponding drop box. Register #1 pennies go into a bag; nickels go into another bag; dimes, etc. and are placed into register #1 drop box. Complete this task for each active cash till #1, 2 and 4.

- Leave the empty cash drawer open so the cash till is visible.

Questions regarding this procedure should be addressed to your Area Coach

LOUISIANA MINOR POLICY:

- No one under 16 years old can be employed.
- No minor will be allowed to start work or go through orientation without a valid Louisiana work permit.
- 16-year-olds will not be allowed to work past 10:30 pm on school nights. (earlier at parents' request)
- 17-year-olds will not be allowed to work past 11:30 pm on school nights. (earlier at parents' request)
- No minor will be allowed to work before 5 am or without 8 hours between shifts.

The Company values each employee that works with us to serve our customers. As employees under the age of 18 comprise a major percentage of our restaurant teams, the Minor Policy for Louisiana employees less than 18 years old will be strictly enforced.

The Company's policy is above and beyond Louisiana state law to ensure that our minor employees are given the appropriate amount of rest prior to a new work day.

We cannot accomplish the goal of our Louisiana Minor Policy without each minor employee taking responsibility for complying with the policy. Because of the importance of complying with the Louisiana Minor Policy requirements, the following disciplinary action will follow when it comes to our attention that violations have occurred:

- **When it comes to our attention that B & G policy is broken, written documentation will be recorded and placed in the Minor's file. Repeated offences may lead to disciplinary action up to and including termination.**

We do not want anyone to be surprised if his/her employment is terminated! Better yet, we do not want to lose any of our minors because they did not take this policy seriously.

VIOLATIONS OF THE LOUISIANA MINOR POLICY

Any minor who violates the Louisiana Minor Policy will receive a written warning for his/her first violation. If a minor commits a second policy violation, he/she will be suspended for one week with no pay. If a minor commits a third policy violation, he/she will be terminated immediately.

Violations of the Louisiana Minor Policy for GM's, AGM's, and Shift Leaders: If a Louisiana minor violation is committed the MIC will receive a written warning and a one-day suspension without pay. If a MIC received his/her second minor violation within 30 days of the first they will receive 1 week suspension with no pay.

GM's who are not present at the time a minor violation occurs will receive the following disciplinary action:

(1) A written warning for the first state violation. (2) If a second state policy is broken within 30 days of the first the GM will be suspended one-day without pay. (3) If a third minor violation is committed within 60 days of the first violation the GM will be suspended one-week without pay.

It is the Area Coach's' responsibility to ensure that there are no minor violations in their market. If minor policies are not followed in a market, and if adequate procedures are not implemented and followed, the Area Coach will be held responsible. After a written warning, the Area Coach risks being removed for repeated violation.

Minors represent a vital part of our operations. Without them it would be next to impossible to run our stores, but if we cannot manage this very important "Human Resource" we will be forced to abandon using workers under the age of 18 because the financial constraints (fines up to $500 per infraction) will leave us no alternative.

TAKING A BREAK

You are expected to take your breaks in the restaurant lobby only. The Manager-in-Charge will specify the time for breaks.

If you are paid on an hourly basis, you are to record your time out for breaks and your time back in upon return to work.

In cases where business volume suddenly increases and the Manager-in-Charge needs help from you while on break, you are expected to help with the temporary workload. When the increase in volume has been handled, the Manager-in-Charge will allow you to resume the break. If a meal is interrupted, it will be replaced at no charge. (This policy does not include Louisiana Minors who must take an uninterrupted break.)

In cases where business volume suddenly decreases, the Manager-in-Charge may ask you to clock out and leave the premises.

MEAL POLICY

(Discounted meals can be authorized by the Area Coach.)

Employee: Meals for employees are at full price, unless authorized by the Area Coach. If your restaurant qualifies for half price meals the following rules apply:

- When you are in uniform immediately prior to or immediately after your shift, you may be eligible to receive discounted meals. This policy also applies to you when you are on your breaks. This does not apply to spouses, relatives, or friends. Violations to this policy are considered theft and will be reason for termination and possible criminal action. Discounted meals for crew are allowed at one of the times, before, during, or after a shift, not at all three occasions in one day.
- All employee orders must be rung up under Manager-in-Charge observation, and orders must be taken from the lobby. Any discounted or free food must have your legible signatures as well as the signatures of the Manager-in-Charge.
- The fountain beverages are provided free to you while on duty. Drinking at your workstation is a violation of Health Department guidelines.

Salaried Managers: Managers receive one meal free while on duty. This does not apply to meals at any other restaurant in the district. This does not apply to spouses, relatives, or friends. Violations to this policy are considered theft and will be reason for termination and possible criminal action. Managers must sign all of their food and drink receipts.

Senior Corporate Management: Senior management of B&G Food Enterprises and a guest may receive free meals and drinks at any time. Receipts must be signed by the senior manager on duty.

Police Officers in Uniform: Local uniformed police officers & state police, while on duty, may receive discounts; discounts may vary from store to store. Receipts must have badge numbers as well as signature of the officer and Manager-in-Charge (These discount sales to uniformed law enforcement personnel are encouraged, and these sales should be consumed on the premises). ****NOTE:** This does not apply to firemen, security guards, or ambulance attendants. This privilege does not pertain to the police officer's spouse, relatives, or friends.

Meal Procedures:

- Employee must have permission of the Manager-in-Charge.
- Discounts will only be allowed immediately before a shift **or** after a shift **or** during a break.
- There will be no orders to go.
- Employee meals are to be consumed in the lobby area only.
- Food must be ordered over the counter, just as with a customer.
- Orders will consist of standard menu items and be prepared by another crew member.
- The employee meal ticket must be signed by the employee and the Manager-in-Charge.
- There will be no eating anywhere behind the front counter.

ABSENTEEISM AND TARDINESS

You are expected to be at your work area and ready to begin work at your assigned starting time. If you are going to be absent or late, you must notify the Manager-in-Charge as soon as possible, but no later than 2 hours before the start of your scheduled shift, as to the reason for and anticipated length of your absence or tardiness. You must speak directly to the Manager-in-Charge unless prior arrangements have been made

with the manager for other acceptable ways to communicate that you will be absent or tardy (i.e., text message, speaking with another designated person, leaving a voice mail message, etc.). In the event you must leave work unexpectedly, you are to notify your manager or appropriate designee as soon as the need arises.

Absences or tardiness occurring more than twice in the same week may be grounds for termination.

A “no call/no show” for two consecutive days will result in the employee’s termination.

WHEN THE WEATHER IS BAD

Stores will usually be open even during severe weather. If the restaurant is open, you are expected to show up for scheduled shifts. Failure to come to work results in no pay for scheduled shifts.

The Area Coach will determine whether a Restaurant will open in the event of severe weather. You should contact your General Manager to verify if the Restaurant will be open. If you do not plan to come to work, you should contact the General Manager.

Stores may be closed during hurricanes, flooding, extremely low temperatures, and/or snow or ice.

BUSINESS CONFIDENTIALITY

Safeguarding the confidential nature of information concerning the Company’s financial data, future business plans, transactions, trade secrets, technology, present and prospective customers, specialized business processes, suppliers, intellectual property, internal controls, and methods to improve efficiency and workforce morale and cohesion is essential to the Company’s present and future ability to succeed in a highly competitive business environment. Other people or companies should not unfairly benefit from the Company’s competitive confidential information. The need to protect the Company’s competitive confidential information should not be misinterpreted as chilling the right of employees to communicate about their wages, hours and working conditions.

The need to protect the Company’s competitive confidential information also should not be misinterpreted as inhibiting the Company’s use of its own information. However, caution and discretion are required in the use of such information and in sharing it only when required in the normal course of business. While the Company’s normal operations require the full flow of information throughout the organization, confidential information available to one department or division of the Company should be communicated to other departments or divisions only when required in the normal course of business.

Confidential information obtained as a result of employment with the Company is not to be used as a means of obtaining personal gain or for the private use of others. Researching information from Company records about customers for non-business-related reasons is prohibited. Use or disclosure of such knowledge or information in an inappropriate manner can result in civil and/or criminal penalties, both for the employee and for the Company.

Only authorized Company representatives are to communicate with the public on behalf of the Company. Events may occur that will draw immediate attention from the news media. It is imperative that authorized Company representatives communicate on behalf of the Company to deliver an appropriate message and to avoid giving misinformation in any media inquiry. All media inquiries regarding Company affairs must be referred to the Owner. This policy is intended to control the Company’s official message and not to restrict employee communications about wages, hours, and working conditions.

SAFEGUARDING EMPLOYEE PERSONAL AND PRIVATE INFORMATION

It is the Company's intent to safeguard employee personal and private information. Examples of personal information include social security numbers, addresses, dates of birth, telephone numbers, emergency contact information, medical information or any other personal or private information to which the public does not have general access, or which may directly identify an individual. In the course of performing their job duties, some employees may have access to gain the personal and private information of other employees (i.e., setting up payroll, medical benefits, etc.). These employees are expected to only use such information in the course of performing their job. It is expected that all employees maintain confidentiality of the personal or private information of other employees. Employee personal or private information may only be released for business-related reasons on a need-to-know basis with approval from the Human Resources Representative, or as required by applicable law.

CONFLICTS OF INTEREST

You should recognize your responsibility to avoid any conflict between your personal interest and those of the Company's business interests. A conflict of interest exists when you, knowingly or unknowingly, engage in any activity that may compromise you, another employee, or the Company in its relationship with a customer, vendor, or competitor. Also, a conflict of interest occurs when the Company's interests interfere, or appear to interfere, with your ability to make sound business decisions on behalf of the Company. Nothing in this policy is to be interpreted as applying to concerted activity for mutual aid and protection under the National Labor Relations Act.

You are prohibited from engaging in any activity, practice, or act which conflicts with, or appears to conflict with, the interests of the Company, its customers, or vendors. Full disclosure should be made to the Manager-in-Charge of any potential conflict of interest, before it occurs, is required.

You should not have additional employment in a competitive restaurant or other business which could interfere with your ability to work or to provide your best performance for the Company, and such employment must never result in a conflict of interest. You should inform you Manager-in-Charge if you decide to obtain employment in addition to your job with the Company.

Additionally, personal relationships which may result in a conflict of interest are discouraged and, as such, employees must comply with the following policies:

- **Employees are not permitted to fraternize socially with fellow employees, if such personal relationships would result in conflicts of any type.**
- **It is not permitted for a Manager to fraternize out-side of the workplace with an employee under his or her authority.**
- **It is not permitted for any Manager to give a ride to an employee under his or her authority.**

EMPLOYEE DATING

Dating between employees is discouraged by Company management. If such relationships occur and create any type of disruption in the workplace, the Company reserves the right to transfer or terminate one or both employees involved.

Managers and supervisory personnel are prohibited from dating or engaging in intimate personal relationships with employees reporting to them either directly or indirectly.

GRATUITIES

You cannot receive gifts in any form from customers, supplies, or servicing organizations. Neither may you give, pay, promise, or offer to customers anything of value for the purpose of securing or appearing to secure personal preferential treatment. If offered any type of gratuity, you should politely explain that you are not allowed to accept gratuities.

Special program offers to vendors, service people, school, and other groups, and offers of discount sales to uniformed, on-duty law enforcement personnel are not included in the above statement. Only Company managers may key in discount sales.

YOUR IMAGE IS OUR IMAGE

You were hired to work here because of the excellent impression that you made. We feel that you represent the qualities, motivation, and responsible attitude to become an integral part of our team. We have worked very hard to establish the positive image that Taco Bell has in this community. Several things have contributed to that: a high-quality product priced for a good value, comfortable and clean surroundings and most importantly, top notch people, such as you, providing friendly, efficient service.

Our image is very critical to our success, so we have very high expectations of all our crew members in terms of appearance, performance, and behavior. We have hired you to represent us to the public. Your appearance and attitude send a message to our customers and has a major impact on their decisions to dine at our restaurant.

Appearance

You represent our Company image with your appearance. Our guests expect our crew members to have a clean-cut look whenever they visit us. In order to remain consistent from restaurant to restaurant and from day to day, no matter when or where our guests visit us, it is important that you follow the Company guidelines.

Attire

- You are to dress in the designated uniform with appropriate undergarments. Undergarments are not to be visible.
- Uniforms and other clothing articles are to be clean and wrinkle free before arriving for work.
- Clean, well-maintained shoes, socks and belts are to be worn at all times while at work.
- Non-uniform sweaters are not to be worn.
- Uniform hats are to be worn to keep hair away from your face. No bandanas are permitted to be worn.
- REMEMBER…the uniform is never complete without A SMILE!

Grooming and Personal Hygiene

- You are expected to have bathed, applied deodorant, and be clean before starting a shift. Remain free of excessive or distracting odors such as body odor, excessive fragrances, tobacco odor, etc. Cosmetics, aftershave, and cologne may be worn in conservative amounts and in good taste.

- **Exposed cuts, blemishes or lesions are to be bandaged with a blue bandage supplied by the Company and, if on the hands, you are also required to wear plastic surgical-type gloves provided by the Company.**

- No visible body piercing except post earrings that are non-distractive and conservative in nature. Stud earrings no bigger than ¼" and no more than 2 per ear, nose ring or studs and backings are also acceptable.

- Hands are to be washed with soap and hot water before handling food.

- Jewelry that may be hazardous around equipment should not be worn. A wedding band may be worn while on duty. Dangling earrings are not permitted. Nose rings or any other body jewelry are not allowed to be worn while at work.

- **Fingernails are to be neat, clean, trimmed, and unpolished. Artificial fingernails are not to be worn.**

- Hair should be clean, combed and neatly trimmed or arranged. Unkempt hair is not permitted. Hair should be pulled back from the eyes and face.

- Beards are not permitted unless a reasonable accommodation is requested for medical or religious reasons.

Reasonable accommodations will be made for your religious beliefs consistent with business necessity to present a conservative, professional appearance to the public. If your religion requires you to wear particular attire, you should make a request for this accommodation to your manager in writing. The Company will accommodate employees' religious attire unless such accommodation is not reasonable or practical, or it causes an undue hardship on Company operations or creates an unsafe working condition.

UNIFORMS

Uniforms are supplied by the Company. This includes a shirt, hat and visor. B&G offers a payroll advance plan for you to purchase black "Slip-resistant Shoes" called Shoes for Crews. They are regarded as the best non-slip shoes in the restaurant industry. If you decide not to take advantage of our Shoes for Crews Payroll Deduction Program, you cannot start work unless you have slip-resistant soles. Shoes with "Non Slip" on the soles are not acceptable. For safety reasons, wearing open-toe or cloth shoes is not allowed. If you **lose** or **damage** any part of your uniform, you will be charged for the cost of the replacement uniform part. Upon termination, all uniforms parts must be turned into the office. If all uniform parts are not turned in, you will be charged for them.

You are responsible for maintaining your uniform and returning it in good condition if you leave. You are also responsible for providing and maintaining your own black socks, black or dark brown belt and black pants.

Because of the desire to stay uniform, the following criteria must be followed when purchasing pants:

- An easy-fitting tailored pant is recommended in a woven, cotton/polyester blend.

- Pants must be black and not faded. Dark blue or black jeans are allowed.

- Elastic waist or belted pants may be worn. If pants have belt loops, a belt **must** be worn.
- Pants must fit properly, not snuggly, so shirts can be tucked in.
- Baggy pants are not allowed.
- No leggings, tights, or stirrup pants allowed.
- Pants must be full length and reach the top of the shoe worn. Cuffs may be worn if they are sewn in.

Uniforms are wash and wear. Uniform care starts with machine laundering. Use wash and wear, durable press, or knit/delicate cycle. Set water for warm, not hot, temperature, and do not use bleach. If heavily soiled, soak the uniform overnight in warm water containing a few tablespoons of detergent. Do not use hot water, bleach, or spray chemical stain removers on uniforms.

For stains, pour liquid detergent on the spot and rub gently with your hand for a few minutes. Use of a non-abrasive pre-soak may help with stain removal. Let the garment stand and then rinse with warm water or wash as above. Uniforms may also be dry cleaned from time to time.

Dry uniforms at low heat settings. Remove the uniform immediately from the dryer and place on hangers to avoid ironing. If an iron must be used, set the temperature to cool. Wash hats by hand or use a machine setting of cool. Air-dry the hat, rather than drying in a clothes dryer.

PERSONAL PROPERTY

The Company is not liable for loss or damage to personal property. Care should be taken in securing your belongings. Any personal property, including purses, wallets, vehicles, etc. is your responsibility.

TELEPHONE USE

In emergency situations, the restaurant telephone may be used by employees and on-duty law enforcement officers, but only with the permission of the Manager-in-Charge. Shift Leaders cannot give anyone permission to use the restaurant telephone unless the Shift Leader is designated as the Manager-in-Charge for a shift. Calls should be limited to two minutes. Calls to crew members who are on duty are not permitted except in case of emergency. Messages for crew members who are on duty will be taken by the Manager-in-Charge. Cell phones use is not allowed while on the clock.

In other cases of emergency where use of the restaurant telephone is required, the Manager-in-Charge will make the call needed for the person (s) requiring help, and in no case will anyone else be allowed back area access for such purposes.

Only individuals who have been “Phone Certified” are permitted to answer the restaurant telephone.

Policy Against Using Cell Phones to Record or Take Pictures in the Restaurant

The Company respects the rights of employees to use social media as a medium of self-expression during **non-working time**. We have seen an increased use of cell phones in the restaurant of employees talking on and having cells phones around registers during work hours. Cell phones are being used to take videos and pictures of work-related activities in the restaurant, which are in complete violation of B&G/ Taco bell Brand Policy.

The use of any type of camera, video or recording device, including cell phones cameras, is Strictly Prohibited within the restaurant.

Employees are required to put away their cell phones when starting their shifts, all cell phones are to be secured in their cars, purses or in the manager's office.

It is Forbidden to Post or text any of the following:

- **Videos, photos, or sound recordings that violate Food Safety Procedures.**
- **Videos, photos, or sound recordings, or any content that reflects negatively on the Brand, including videos, or photos showing you or crew members in the uniform or other clothing with a Brand logo that could reflect negatively on yourself or the Brand.**

Any employee found to be in violation of cell phone use, videoing or taking pictures in the restaurant will be in violation of this policy and will be reprimanded up to termination.

BULLETIN BOARDS

We communicate with you largely through bulletins sent to your Restaurant. Read the bulletin board (or the areas where bulletins are posted) regularly for important information.

VISITORS

Personal visits by your friends or family should be kept to a minimum. Although your friends and family are always welcome to be customers in the restaurant, their presence should not interrupt your work or that of your co-workers. In no case are visitors to the restaurant permitted in secured areas or behind the counter.

SPECIAL EVENTS

Periodically, the Company sponsors special events like annual incentive trips for management and restaurant management and staff contests to increase sales, promote special or new menu item(s), or improve customer service, restaurant cleanliness, etc. Sometimes these special events and contests include awards and prizes which you may be eligible to win. Your Manager will inform you when a special event begins.

HARASSMENT

The Company will not tolerate harassment of individuals for any reason, and particularly harassment on the basis of race, color, religion, national origin, sex (including pregnancy, sexual orientation, and gender identity), age, genetic information, disability, veteran status, or armed forces status or any other status protected by applicable federal, state, or local laws will not be permitted or condoned. Comments, conduct, and innuendoes that might be perceived by others as offensive or harassing are wholly inappropriate and are prohibited.

In addition, the Company will not tolerate the harassment of Company personnel by non-personnel on Company premises. Non-personnel include, but are not limited to, customers, vendors, and regulators.

Harassment is considered conduct which is focused on a person or group of persons including, but not limited to, physical or verbal abuse, unwelcome activity of a sexual nature, retaliation, as well as any behavior or action which interferes with an employee's ability to perform assignments or which creates a hostile or intimidating work environment.

The following are various types of harassment which are prohibited and will not be tolerated and may result in disciplinary action, up to and including termination.

- **Inappropriate Communication** – Involves any language which is unnecessarily loud or degrades or berates others, including but not limited to, racial, religious, or sexual comments or jokes, sexual innuendoes, inappropriate personal questions, or threats of any kind, whether communicated verbally, in writing or electronically. This also involves inappropriate written materials including, but not limited to, texts, pictures, letters, email messages, social media, texts, graffiti, etc.

- **Physical Contact** – Includes inappropriate touching, hitting, kicking, or threatening another person, including restraining by force, or blocking the path of another.

- **Interference or Hostile Environment** – Includes any behavior or action which interferes with an employee's ability to perform job duties or responsibilities, or which results in or creates a hostile or intimidating work environment.

- **Sexual Harassment** – Includes, but is not limited to, unwelcome sexual advances, requests for sexual acts or favors, and other verbal or physical conduct of a sexual nature when:
  - submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
  - submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
  - such conduct is severe and pervasive and has the purpose or effect of unreasonably interfering with the individual's work performance or creating an intimidating, hostile, or offensive work environment.

- **Retaliation** – Includes any adverse action or threat of adverse action taken or made because an employee has exercised or attempted to exercise any rights under the employment laws of the United States or an individual state, or under the policies of the Company.

Retaliation includes, but is not limited to, threats of or actual materially adverse employment actions, such as withholding or withdrawal of pay, promotions, training, or other employment opportunities.

Any employee who feels he or she has been subjected to any type or degree of harassment is to immediately report the incident to the Area Coach, VP, Senior Staff, or Human Resources Department at (985) 300-5884. A complaint should include the specific nature of the harassment and the date(s) and place(s) such harassment took place, as well as the name of the individual(s) involved.

Complaints of harassment, discrimination, or retaliation policy violations will be promptly and carefully investigated, including interviews with all relevant persons. Investigators will conduct an objective investigation that strikes a balance between the Company's need to conduct a full investigation and an employee's desire for privacy. The Company limits its dissemination of information regarding the complaint(s) and resulting investigation only to individuals with a legitimate "need to know."

Any employee found to have violated the harassment policy will be disciplined, up to and including termination.

Any employee who utilizes this procedure can be assured that he or she will be free from any and all reprisal or retaliation from filing such complaints. Investigators will make every effort to strike a balance between the parties' desires for privacy and the need to conduct a fair and effective investigation; however, no employee is guaranteed complete confidentiality and/or anonymity during an investigation.

ALCOHOL CONSUMPTION

You are prohibited from consuming, possessing, or being under the influence of alcohol on Company premises, or while engaging in Company business. Intoxication will not be permitted, and if you are intoxicated or appear to be intoxicated, you will be subject to disciplinary action. In the event you find yourself in a situation in which alcoholic beverages are being consumed at an event sponsored by the Company or where your attendance is funded by the Company, you may consume alcohol in moderation so as not to reflect poorly on the Company's reputation or expose the Company to legal liability involving your safety or the safety of others. Alcohol consumption should not lead to impaired performance, inappropriate behavior, endangerment of the safety of any individual, or violation of any applicable law. After consuming alcohol at such a function, you should not drive or otherwise engage in any hazardous activity.

SUBSTANCE ABUSE

The Company conducts its business with a high regard for the health and safety of its employees, the protection of its assets, and the maintenance of a productive work environment. Practices which obstruct or inhibit these objectives are unacceptable. Therefore, the Company requires you to perform your job duties unimpaired by prohibited substances. You are prohibited from using, being under the influence, possessing, purchasing, dispensing, distributing, or manufacturing any illegal drug on Company premises, while performing services for the Company, or during working hours.

"Illegal drug" refers to any drug which (1) cannot be legally obtained; (2) can be legally obtained but was not legally obtained; or (3) is being used in a manner or for a purpose other than that for which it was prescribed or manufactured. This definition includes any controlled substances; any other drugs, the manufacture, distribution, dispensation, possession, use, or purchase of which is unlawful under state or federal law; and inhalants.

Company premises include all of B&G Food's property, offices, facilities, land, buildings, structures, fixtures, installations, automobiles, trucks, and all other vehicles and equipment, whether owned, leased, or used. This policy also includes all customer properties, areas under the Company's control, and any other work locations during working time or outside working time while in the course and scope of Company employment or on Company business.

The use or being under the influence of a legal drug on the Company's premises, while performing services for the Company, or during working hours also is prohibited if such use might impair in any manner your ability to safely, efficiently, and competently perform your job, or might otherwise adversely affect the Company in the conduct of its business operations. Improper use of legal drugs refers to the use of prescription medication and/or over-the-counter medication which are legally obtained but which are not being used solely in a manner and for the purpose for which they were prescribed or manufactured. If using such a legal drug, you must carry only the reasonable amount which is needed for a work shift and shall not allow any other person to consume the medication. Additionally, at the time of a drug test, you must reveal to the testing facility any prescription or nonprescription drug which you may be using.

DRUG TESTS

Pursuant to the Alcohol Consumption and Substance Abuse policies outlines above, and in an effort to protect the health and safety of our employees and customers, the Company reserves the right to require alcohol and drug testing of applicants and employees as a condition of employment.

All applicants for employment or promotion may be required to undergo alcohol and drug testing as a condition of being employed or promoted. Applicants who test positive for drugs or alcohol will not be hired; employees who test positive will not be promoted and will be subject to disciplinary action up to and including termination of employment.

The Company reserves the right to require that an employee submit to an alcohol and drug test if the employee is involved in a work-related accident where:

- There is damage to property
- There is a reasonable possibility that drug/alcohol use may have been a contributing factor to the reported injury or accident and the injury or accident resulted in immediate medical treatment beyond first aid

The Company also reserves the right to require than an employee submits to an alcohol and drug test under the following conditions:

- **If an employee has been observed using a prohibited substance on the job.**
- **If an employee exhibits a severe or prolonged reduction in productivity.**
- **If management has other reasonable suspicion as grounds for testing such employee.**

The Company reserves the right to randomly test a group of employees on a periodic basis by choosing either a randomly drawn Restaurant location or group of employees. Such tests will be required on a neutral basis with an equal probability that any employee will be selected.

Additionally, an employee may be required to undergo follow-up testing pursuant to a rehabilitation agreement or, on a periodic or reasonable-suspicion basis, for a period of sixty (60) days following the employee's return to work after confirmed positive alcohol or drug test, a drug or alcohol rehabilitation program, or any other substance abuse treatment.

A positive drug or alcohol test result shall subject you to disciplinary action up to and including termination. For current employees, all positive drug screen results will be confirmed by a second testing procedure so as to ensure accuracy. An employee or applicant with a confirmed positive drug test result, upon written request, has the right to access within seven (7) working days the records relating to drug tests and any records relating to the results of any relevant certifications, review, or suspension/revocations-of-certification proceedings.

Refusal to submit to any alcohol or drug test under this policy shall result in disciplinary action up to including termination. In addition, if the employer concludes that an employee has tampered with or diluted a sample; such employee will be subject to disciplinary action up to and including termination.

All testing administered by the Company pursuant to this policy will be conducted under reasonably sanitary conditions and with regard for the privacy of the employee, but also in a manner designed to prevent substitution or interference with the sample. Collection of any specimen for testing will be properly documented, including by use of appropriate labeling and allowance for the tested employee to provide medical information that may impact test results. Sample collection, storage, and transportation shall be properly performed to reduce the probability of sample contamination or adulteration. All alcohol and drug testing shall conform to scientifically accepted analytical methods and procedures.

The Company will make a good-faith effort to continue to maintain a drug-free workplace.

NEGATIVE DILUTE DRUG SCREENS FOR MANAGEMENT HIRES

All members of management are required to have a Drug Screen before being hired. This includes both internal promotions and external hires. In the event that an employee or potential employee's Drug Screen comes back as a Negative Dilute, we will retest that individual a has a second Negative Dilute, B&G will consider it a Fail. If the person in question is an existing employee, they will be terminated. If they are a management candidate,

then they will not be hired. Any questions should be directed to the Human Resources Department.

RIGHT TO SEARCH

The Company has the right to conduct searches of Company and Restaurant premises and property at any time and intends to search such areas when there is reasonable cause to believe that the search is necessary

and appropriate to a legitimate business security or workplace safety issue and/or to monitor compliance with Company policies and procedures. Under no circumstances are you to use personal locks on Company property. A search conducted of Company property is not an allegation or accusation of criminal conduct. You are expected to cooperate in such searches, and failure to do so will be grounds for disciplinary action, up to and including termination.

Any employee bringing a personal computing device, data storage device, or image-recording device on to Company premises gives permission to the Company to inspect these devices at any time. Personnel of the Company's choosing may analyze any files, other data, or data storage devices or media that may be within or connectable to the devices in question. Employees who do not wish such inspections to be done on their personal computers, data storage devices or imaging devices should not bring such items to work at all.

To promote the safety of employees and Company visitors, as well as the security of its facilities, the Company reserves the right to conduct video surveillance of any portion of its premises at any time. Video cameras will be positioned in appropriate places within and around Company buildings. The only exceptions to this policy include private areas of restrooms, showers, and dressing rooms.

ELECTRONIC COMMUNICATIONS

The Company provides e-mail and Internet access for the use of certain employees. You are only permitted to use e-mail, Internet services, and other electronic communications for business-related reasons. Any unauthorized access, and/or misuse of the Internet or Company computer system is prohibited. Unauthorized use includes accessing any inappropriate and/or pornographic sites and such use of the Company's computer system will not be tolerated. All Company policies, including the *Equal Employment Opportunity* and *Harassment* policies, must be followed while using the Internet and the computer system.

Only information necessary for the conduct of Company business is to be downloaded from the Internet, and such communication is limited to internal Company use. You are not permitted to install any software onto the Company's computer system without prior approval from management and installation of personal software is expressly prohibited. Additionally, Company data may not be loaded onto other computers (e.g., laptop computers) without prior written authorization from management.

Computer passwords do not guarantee confidentiality of information, and all computer passwords must be available to Company management at all times. Communications composed or sent from the Company must be written in a professional manner, regardless of the mode in which the correspondence is transmitted. This includes e-mail messages sent outside the Company and all internal communications. E-mail communications are not confidential, and you must ensure that confidential information is communicated appropriately. You are expected to log off any secure, controlled-access computer or other form of electronic data system to which you are assigned if you leave such computer or system unattended. E-Mail documents and other computer files composed or stored on Company equipment are the property of the Company and communications produced or transmitted on such equipment will be monitored. You must not engage in any activity on the computer or system which would defeat or attempt to defeat security restrictions on the Company systems and applications.

The following guidelines must be followed regardless of whether the communication is business-related or personal:

- All internal and external communications composed or sent through the Company's systems

should be written in a professional manner.

- Use of the Company electronic communication equipment must not disrupt the operation of the Company network or interfere with an employee's productivity.

- Communications should not violate policies intended to comply with federal or state law, such as the *Equal Employment Opportunity and Harassment* policies. No abusive, profane, or maliciously false language or pictures may be transmitted by employees.

- Internet sites that contain offensive material may not be visited under any circumstances. Offensive material includes, but is not limited to, child pornography, other pornography, or anything racist or hate-based.

- All e-mail messages must have your name attached. Messages may not be transmitted under an assumed name and you may not attempt to obscure the origin of any message.
- You are not authorized to retrieve or read any e-mail messages that are not sent to you.

- Company equipment may not be used to send or receive trade secrets, proprietary financial information, or similar competitive confidential materials without prior authorization from an officer of the Company.

- You must respect the laws regarding copyrights, trademarks, rights of publicity, and other third-party rights. To minimize the risk of a copyright violation, you should provide references to the source(s) of information you use and accurately cite copyrighted works you identify in your online communications. Do not infringe on Company logos, brand names, taglines, slogans, or other trademarks.

- You must not engage in any activity on the computer or system which would defeat or attempt to defeat security restrictions on the Company systems and applications.

SOCIAL MEDIA

The Company respects the rights of employees to use social media as a medium of self-expression on non-working time. The same principles and guidelines found in the Company's policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow associates or otherwise adversely affects members, customers, vendors, people who work on behalf of the Company or the Company's legitimate business interests may result in disciplinary action up to and including termination.

Employees must not disclose trade secrets or any information that is proprietary to the Company (non-public business methods and know-how, systems, training material and instructions for carrying out the Company's business, financial and marketing strategies, and plans) in any discussions or postings that take place in this format. An employee must not represent his/her opinions or statements as being those of the Company and must expressly state that his/her postings are "my own and do not represent the Company's positions, strategies, or opinions." You are prohibited from posting or displaying comments about employees, customers, guests, affiliates and competitors that are vulgar, obscene, maliciously false, threatening, intimidating, harassing or that are in violation of the Company's workplace policies against discrimination, harassment, or hostility based on race, color, sex (including pregnancy), religion, national origin, age, disability, genetic information, sexual

orientation, veteran and uniformed services status, or any other status protected by law. Accordingly, harassing comments, obscenities or similar conduct that would

violate Company policies is discouraged in general and is never allowed while using Company equipment or during your working time.

All employees are expected to know and follow this policy. Nothing in this policy is designed to interfere with, restrain, or prevent employee communication regarding wages, hours, or other terms and conditions of employment, as employees have the right to engage in or refrain from such activities. If you have any questions regarding this policy, it is recommended that you ask your supervisor or Human Resources Representative before acting.

Because this is a constantly evolving area, this policy applies to all current and future social media platforms.

VIOLENCE AND WEAPONS

The Company is concerned with providing you a safe and productive work environment. As such, the Company expressly prohibits any and all acts or threats of violence by or against any Company employee, customer, vendor, or other visitor to the Company. This applies to all Company employees whether or not they are engaged in business on behalf of the Company, and whether or not they are on Company premises.

In addition, **the Company strictly prohibits the unlawful possession and/or use of any and all weapons** (including guns, knives, explosives, or other items with the potential to inflict harm) on Company premises by an employee, customer, vendor, or other visitor, whether licensed or unlicensed and whether concealed or visible.

Company employees are further prohibited from unlawfully possessing and/or using any and all weapons while conducting business on behalf of the Company while off of Company premises. If you observe a weapon on an individual, other than a uniformed police officer, push the security panic button immediately. Any potentially dangerous situations, or observations of weapons in the workplace, must be reported to the Manager-in-Charge immediately. These situations may include knowledge of personal or family relationships that could bring violence into the workplace. Employees are required to notify the General Manager of any active protective or restraining orders they may have in place against another individual.

SMOKING

For your safety and that of our customers, it is our policy to promote a smoke-free environment. **Smoking by employees on Company property, including the Restaurant and parking lot, is prohibited**. Smoking in the restaurant by customers, vendors and service personnel is also prohibited.

Special “Smoke Breaks” are not allowed. **Employees may smoke in their cars or off of Company property during their regular scheduled breaks, and not while on duty.**

FOOD, GUM, AND TOBACCO

We always want to give our best presentation when serving our customers. In order that we do not give customers the wrong perception that we are eating while preparing their food, we do not allow eating, chewing gum or using any form of tobacco while on duty.

LOITERING

All employees are expected to report instances of loitering to the Manager-in-Charge. Loitering is not allowed inside the restaurant or on the property surrounding it. Loitering includes the presence on Company property by someone who is neither an employee, customer, supplier, nor a service person. Anyone

loitering will be asked to become a customer or to leave the premises. This policy applies to employees and their friends and families, as well as other non-employees.

DESTRUCTION OF COMPANY PROPERTY OR PRODUCTS

Any employee, on or off duty, who observes the destruction of Company property or products must immediately notify the Manager-in-Charge who, in turn, will contact the appropriate law enforcement agency and his or her immediate supervisor, as necessary. Descriptive information regarding the persons and/or vehicles involved, type of act, and resulting damage is to be immediately noted in order to assist in filing reports regarding the incident.

SOLICITATIONS AND CONTRIBUTIONS

In the interest of maintaining a proper business environment and preventing interference with work and inconvenience to others, employees and non-employees may not distribute literature of any kind, sell, or receive merchandise, or solicit financial contributions on Company premises.

NON-EMPLOYEE ACCESS

Persons announcing themselves at the front counter as present on official business, such as to inspect the restaurant or to conduct warranted investigations are to be referred to the Manager-in-Charge. The identification of such persons will be verified by the Manager-in-Charge and, if necessary, by his or her supervisor, including making any phone calls felt necessary to the agency or Company the non-employee claims to represent.

EMPLOYEE CONDUCT AND WORK PERFORMANCE

You are expected to behave in a professional and business-like manner at all times. Examples of such conduct include, but are not limited to:

- Conducting business in an honest and ethical manner and encouraging the same ethical behavior in others.
- Maintaining an appropriate level of confidentiality of Company, employee, and customer information.
- Complying with all policies and procedures and applicable laws and regulations.
- Treating fellow employees, customers, and visitors in a professional, courteous, and respectful manner at all times.
- Refraining from behavior or conduct deemed offensive or undesirable (including workplace bullying), or which would bring the Company, its employees, its customers, or your own reputation into question.
- Reporting to work punctually, as scheduled, and being at your assigned workstation, ready for work, at the starting time.
- Notifying the Manager-in-Charge should you need to be absent from work or are unable to report to work on time.
- Wearing the correct and complete uniform for and in accordance with the work being performed.
- Performing assigned tasks efficiently and correctly.

- Maintaining workplace and work area cleanliness and orderliness.

- Obtaining specific approval from the General Manager before removing any Company property from the Company.

- Refraining from cursing, insulting, or defaming another employee or guest in any manner at any time in or about Company property.

The following examples of unacceptable performance, behavior, and conduct are subject to corrective counseling or other disciplinary action, including termination. This list should not be considered exhaustive or all-inclusive. The nature and severity of an offense will be considered in determining disciplinary action to be taken.

- Excessive absences and/or tardiness; failure to observe work hours, such as scheduled starting and quitting times, break, and meal periods, etc.

- Unsatisfactory job performance, i.e., improper cash handling (less than $20 short in the cash drawer).

- Interfering with another employee's job performance; refusing to cooperate or assist other employees, customers, or other individuals.

- Performing unauthorized personal work on Company time.

- Excessive, wasteful, abusive, unnecessary, or unauthorized use of Company supplies and equipment, particularly for personal purposes.

Violations of performance expectations, including those listed above, may be considered misconduct if they become severe, excessive, or persistent.

Examples of inappropriate behavior and misconduct include, but are not limited to:

- Insubordination

- Use of any profanity or abusive language.

- Mistreatment of customers or co-workers.

- Failure to ring up any transaction immediately.

- Improper cash handling (more than $20 short in the cash drawer; following verification).

- Deliberate or willful infraction of Company rules.

- Fighting on Company premises.

- Any act which might endanger the lives or safety of others.

- Possessing a weapon in an unlawful manner while on Company property or while on Company

business.

- Deliberately concealing another employee's misconduct.

- Reporting to work intoxicated or under the influence of alcohol, under the influence of non-prescribed drugs, or illegally manufacturing, possessing, using, selling, distributing, or transporting drugs or inhalants.

- Bringing or using alcoholic beverages on Company property or using alcoholic beverages while engaged in Company off-premise business or while in Company uniform, except where authorized.

- Stealing, destroying, abusing, or damaging Company property, tools, or equipment or the property of another employee or customer.

- Disclosure of confidential Company information or trade secrets to unauthorized persons.

- Willfully disregarding and/or violating Company policies and procedures.

- Falsifying Company records.

- Failing to report any observed or known violations of any policy.

- Violation of applicable laws.

- Any other breach of appropriate business standards and conduct and/or the Company's policies and procedures.

Any questions in connection with this policy should be directed to the Director of Operations or his or her designee.

OUR DISCIPLINARY GUIDELINES

Generally, most discipline problems can be resolved in the early stages. However, depending upon the nature and severity of the problem, the Company may enact any disciplinary measure (verbal or written notice, probation, or termination) at any time, without progressing through each stage of the normal procedures. The following disciplinary actions will generally be used in handling unacceptable performance or behavior.

- **Verbal Warning** – The Manager-in-Charge may discuss unacceptable performance or behavior with you. The discussion will indicate the nature of the problem and the action necessary to correct it.

- **Written Warning** – When a problem continues despite a verbal warning, the Manager-in-Charge may prepare a written warning to be discussed with you.

- **Probation Period** – A probation period (normally 30 days) may be incorporated in either the first or a subsequent written warning. You should realize that probation is the final step prior to termination should improvement in performance or conduct fail to be achieved within the probationary period.

- **Termination** – If prior disciplinary action fails to resolve the problem, the General Manager will document a recommendation for termination of employment. You will then be notified of the termination by the General Manager. Certain actions may result in immediate termination of employment, without prior disciplinary action.

WHEN SUSPENSION BECOMES NECESSARY

A suspension without pay may be justified when circumstances reasonably require an investigation of a serious incident in which you have allegedly been involved. Suspension without pay may be imposed for such proven misconduct as intentional violation of work or safety rules.

IF YOU HAVE A PROBLEM

We are committed to treating all employees fairly and honestly. Our success depends upon the results of individual and team efforts, and each employee's satisfaction with his or her job. You are encouraged to talk to the General Manager or the Manager-in-Charge if a problem arises in the work environment.

If the problem is not resolved by the General Manager or Manager-in-Charge, you may ask for a meeting with the Area Coach and/or Director of Operations and General Manager or Manager-in-Charge in an effort to work things out. If the problem is still unresolved, you may ask to meet with the President.

SAFETY

SECURITY

The security of the Company is every employee's responsibility. The Company takes a very positive approach when security matters arise. You should discuss with the Manager-in-Charge and/or the Director of Operations any problem which may arise with regard to security.

The back door of every restaurant should always have its alarm on and be locked. The back door should never be opened after dark. **Under no circumstances is anyone not working allowed in the restaurant before or after business hours. This includes off-duty crew, family, and friends. Violation of this important safety procedure will needlessly endanger the lives of your co-workers and may result in your immediate termination.**

Security policies and devices should not be discussed with anyone outside the Company. You are responsible for understanding and following the Company's established security procedures. A violation of the safety policy will result in disciplinary action up to and including termination.

Once the lobby is **closed** at night, **never open the door for anyone, including the owner** or any of B & G's Staff, unless they have made prior arrangements. Most robberies occur when employees allow someone in after the lobby is locked.

SAFETY IS IMPORTANT

It is the Company's policy to provide a safe and healthful workplace. Company safety procedures must be followed at all times to ensure that crew members and guests enjoy safe restaurant conditions. It is your responsibility to read and understand the safety policies located in each restaurant. The policies cover information on restaurant equipment, knives, electrical, material handling, storage, employee health/sanitation, building exterior, severe wind, fires, robbery, and vehicles and driving.

The safety policies apply to all employees. You are required to observe all safety rules and procedures, properly

use the safety equipment provided as required, practice safety at all times, not create any safety hazards, and report all safety hazards to the Manager-in-Charge immediately.

You are to observe the safety rules contained in the safety program in every phase of your work. You are required to participate in the safety effort of the Company by working safely and attending and participating in safety sessions when offered. Safety sessions are held every quarter. Incidents involving personnel are reviewed on a regular basis to identify any possible safety hazards. If you should have an incident or injury, report it to your Manager-in-Charge immediately **no matter how insignificant it may seem.** If you seek medical attention for a work-related injury, a drug screen is required during the first visit. B&G has recommended medical facilities and are posted in each location. If you use another facility the General Manager **MUST** be notified immediately. Your particular job requirement may include additional specific safety guidelines which you are required to observe and practice, with no exceptions.

In the event of a community health crisis or infectious disease outbreak that impacts working, policies may be created or adjusted to comply with recommendations of federal, state, and local health officials.

INJURY CLAIMS

Submitting fraudulent claims for injuries allegedly suffered on the job is prohibited and may result in disciplinary action up to an including termination, as well as criminal penalties.

Any employee found to be withholding information regarding an alleged employee injury will be subject to disciplinary action up to including termination.

ACCIDENTS INVOLVING NON-EMPLOYEES

It is the policy of the Company to deal quickly with any accident involving customers, suppliers, or service personnel. The first and most important step is to care for any personal injury involved, and then immediately to report all the relevant information, regardless of how minor the incident may seem at the time to your Area Coach. In all cases, a B & G Incident Reporting Form must be filled out and sent to the Restaurant Support Center immediately following the incident for immediate processing with the appropriate agency or Company. Do not hesitate to call for emergency assistance when necessary or when requested by a non-employee involved in an accident. Any video, witness statements or any other valuable information should be gathered and placed in a safe and secure place. It should then be given to the AC or sent to the Restaurant Support Center.

EMERGENCY PROCEDURES

In cases of emergency such as power failure, fire, storm damage or robbery, the Manager-in-Charge will instruct employees and others present in the restaurant as to the appropriate course of action (see Employee Safety Program). Reference procedures outlined in the Reference Manual and other emergency procedure outlines will govern the actions and decisions of the Manager-in-Charge.

SEPARATION

SHOULD YOU DECIDE TO LEAVE US

The Company requests that you give two weeks' notice prior to the effective date of resignation. The Company may permit you to continue employment during the two-week notice period or accept resignation immediately. You will be entitled to receive all earned pay. Earned vacation may be paid for voluntary resignations if two weeks' notice is given and worked. If you do not provide and work through appropriate notice of your resignation, or if your employment is terminated for any reason, you may not receive payment for your accrued vacation. The exception for vacation is for employees in Louisiana who, in accordance with Louisiana state law, will be paid earned, unused vacation time at separation. Unused sick time is forfeited.

Generally, you will not be rehired if, when resigning, you fail to give the expected notice or fail to work out the notice period as agreed upon with your manager. It is the policy of the Company not to rehire a former employee without prior written approval from the Director of Operations and Human Resources. If you are terminated for performance reasons or for misconduct, you will not be eligible for rehire.

JOB ABANDONMENT

It is the policy of the Company to consider that an employee who abandons his or her job has voluntarily resigned. If you are absent from work for one day or more without proper notification to the Manager-in-Charge, you will be considered to have voluntarily resigned. The effective date of terminations will be the last day in which you were actively at work. If you abandon your job, you will be paid only for each day actually worked. No earned vacation or sick leave will be paid. The exception regarding vacation pay is for employees in Louisiana who, in accordance with Louisiana state law, will be paid earned, unused vacation time at separation. Unused sick leave will not be paid.

TERMINATION PROCEDURES

On or before your last day of work, or at any other time when the Company requests, you must return to the Company any and all memoranda, notes, manuals, and other documents, including all copies of such documents, in any way relating to the Company or any of its employees, customers, consultants, or suppliers. Likewise, you must return to the Company the uniform which was issued to you as well as any other items issued to you by the Company.

Upon termination of employment, you will receive your final paycheck in accordance with applicable state law, but no later than the next regularly scheduled payday.

STATEMENT OF ACKNOWLEDGEMENT AND AGREEMENT

I acknowledge having accessed and read B & G Food Enterprises, LLC's Employee Handbook on the Company's Internet. I understand that the policies and procedures contained within the Employee Handbook are for information and illustration purposes and are subject to revision or revocation, with or without my prior knowledge, at any time and for any reason deemed necessary by management. I also acknowledge that I have read the *Equal Employment Opportunity, Substance Abuse,* and *Harassment* policies within this handbook. I further understand that I am personally responsible for remaining knowledgeable with and abiding by the contents of this handbook and all other posted or publicized Company policies and procedures.

I am aware that my employment with the Company is at-will and that nothing in this handbook implies a contract of or right to employment for any particular length of time from B & G Food Enterprises, LLC. I acknowledge that the handbook contained on the Company Internet is the most current version of the handbook and replaces all previous employee handbooks and prior editions or revisions of any handbook, which are hereby retracted, withdrawn, and canceled.

I understand that the information contained in this handbook is confidential and for the exclusive use of Company personnel.

I agree, as shown by my digital signature, to accept and abide by all Company policies and procedures contained in this handbook and all other posted or publicized, written, or verbal Company policies and procedures.

Employee's Signature **Date**

Witness's Signature **Restaurant I.D.**