



# Employee Handbook





## Table of Contents

|   |            |
|---|------------|
| <b>Introduction</b> .....   | <b>vi</b>  |
| <b>The Skillet Employee Handbook Purpose</b> .....                          | <b>vi</b>  |
| <b>Contact List</b> .....   | <b>vii</b> |
| <b>Employment Practices</b> .....   | <b>1</b>   |
| <b>Equal Employment Opportunity</b> .....                                   | <b>1</b>   |
| <b>Americans with Disabilities Act Policy Statement</b> .....               | <b>1</b>   |
| <b>Procedure for Requesting Reasonable Accommodations</b> .....             | <b>2</b>   |
| <b>Harassment, Discrimination &amp; Retaliation Prevention Policy</b> ..... | <b>2</b>   |
| <b>Sexual Harassment</b> .....  | <b>3</b>   |
| <b>Employee Responsibility</b> .....  | <b>4</b>   |
| <b>Avoiding Prohibited Conduct</b> .....                                    | <b>4</b>   |
| <b>Complaint Procedure</b> .....  | <b>4</b>   |
| <b>Retaliation is Prohibited</b> .....                                      | <b>5</b>   |
| <b>Confidentiality</b> .....  | <b>5</b>   |
| <b>Acceptance of Policy</b> .....   | <b>5</b>   |
| <b>Open-Door Policy</b> .....   | <b>5</b>   |
| <b>At-Will Employment Status</b> .....                                      | <b>6</b>   |
| <b>Introductory Period</b> .....  | <b>6</b>   |
| <b>Job Duties</b> .....   | <b>6</b>   |
| <b>Health Department Regulations</b> .....                                  | <b>6</b>   |
| Food Handler’s Card .....   | <b>7</b>   |
| Class 12 Liquor Permit .....  | <b>7</b>   |
| <b>Punctuality &amp; Attendance; Voluntary Resignation</b> .....            | <b>7</b>   |
| <b>Procedure Steps:</b> .....   | <b>7</b>   |
| I. Absent .....   | <b>7</b>   |
| II. Tardy .....   | <b>7</b>   |





|  |                  |
|--|------------------|
| III. Time Clocks and Failure to Clock-In/Clock-Out .....     | 7                |
| IV. Notification Procedure – Part 1.....                     | 8                |
| IV. Notification Procedure – Part 2(Sling).....              | 8                |
| <b>Employee Availability &amp; Time Off Requests.....</b>    | <b>8</b>         |
| <b>Shift Confirmation.....</b>                               | <b>9</b>         |
| <b>Early Morning Shift.....</b>                              | <b>9</b>         |
| <b>Time Entry Adjustments .....</b>                          | <b>9</b>         |
| Progressive Discipline Policy.....                           | 9                |
| <b>Involuntary Termination &amp; Discipline.....</b>         | <b>10</b>        |
| Reductions in Force .....                                    | 10               |
| Immediate Dismissals .....                                   | 10               |
| <b><i>Timekeeping &amp; Payroll Practices.....</i></b>       | <b><i>11</i></b> |
| <b>Meal and Rest Period .....</b>                            | <b>11</b>        |
| <b>Lactation Policy.....</b>                                 | <b>12</b>        |
| <b>Payroll Administration.....</b>                           | <b>12</b>        |
| <b>Employee Classification .....</b>                         | <b>14</b>        |
| <b>Overtime for Non-exempt Skillet Employees.....</b>        | <b>14</b>        |
| <b>Multiple Location .....</b>                               | <b>15</b>        |
| <b>Tip Pooling Policy .....</b>                              | <b>15</b>        |
| Cashless Business.....                                       | 14               |
| <b>Timekeeping Requirements .....</b>                        | <b>14</b>        |
| <b>Reimbursement of Work-related Expenses .....</b>          | <b>15</b>        |
| <b>Human Resource Administration .....</b>                   | <b>15</b>        |
| Employee Referral Policy.....                                | 15               |
| Employee Records .....                                       | 16               |
| Rehire Policy .....  | 16               |
| Skillet Employee References .....                            | 16               |
| <b><i>Employee Leaves of Absence &amp; Time Off.....</i></b> | <b><i>17</i></b> |
| <b>Leave Approval and Recordkeeping .....</b>                | <b>17</b>        |
| Jury Duty.....   | 17               |
| Bereavement Leave .....                                      | 17               |





|  |           |
|--|-----------|
| Time Off for Voting .....  | 17        |
| Vacation .....   | 17        |
| No Cash out of Vacation Time .....                               | 18        |
| <b>Paid Sick &amp; Safe Leave Policy .....</b>                   | <b>18</b> |
| Notice.....  | 19        |
| Available Paid Sick Leave .....                                  | 19        |
| Reasonable Documentation .....                                   | 20        |
| No Cash Out of Sick Time .....                                   | 20        |
| No Retaliation .....   | 20        |
| <b>Washington State Family Care Act .....</b>                    | <b>20</b> |
| Paid Time Off Leave (Parental, Family, and Medical Leave) .....  | 20        |
| <b>Unpaid Leave of Absence.....</b>                              | <b>21</b> |
| School Visitation Leave .....                                    | 21        |
| Time Off for Religious Services .....                            | 20        |
| Military Leave .....   | 21        |
| <b>Holiday Schedule.....</b>                                     | <b>22</b> |
| <b><i>Benefits and Related Matters .....</i></b>                 | <b>22</b> |
| <b>Benefits Overview .....</b>                                   | <b>22</b> |
| <b>Staff Discount.....</b>                                       | <b>22</b> |
| <b>Workers' Compensation .....</b>                               | <b>22</b> |
| <b><i>Company Property .....</i></b>                             | <b>22</b> |
| <b>Electronic and Computer Policy .....</b>                      | <b>22</b> |
| Monitoring of Company Property .....                             | 23        |
| Prohibited Use .....   | 23        |
| Computer and Internet Use.....                                   | 24        |
| Damage or Misuse of Skillet Property .....                       | 24        |
| Return of Company Property .....                                 | 24        |
| <b><i>Skillet Employee Conduct.....</i></b>                      | <b>24</b> |
| <b>Confidentiality of Business Records and Information .....</b> | <b>24</b> |
| <b>Conflicts of Interest.....</b>                                | <b>25</b> |
| <b>Dress Codes and Standards of Appearance.....</b>              | <b>25</b> |
| Uniforms and Dress Codes .....                                   | 25        |
| <b>Hygiene.....</b>  | <b>26</b> |





|  |           |
|--|-----------|
| <b>Photography and Videotaping Policy .....</b>                | <b>26</b> |
| <b>Employee Dating Policy .....</b>                            | <b>27</b> |
| <b>Drug &amp; Alcohol Policy .....</b>                         | <b>28</b> |
| <b>Smoking and Vaping.....</b>                                 | <b>29</b> |
| <b>Prohibited Conduct .....</b>                                | <b>28</b> |
| <b>Performance Counts.....</b>                                 | <b>29</b> |
| <b>Prohibited Use of Cell Phone While Driving.....</b>         | <b>29</b> |
| <b>External Communications &amp; Social Media Policy .....</b> | <b>29</b> |
| Using Social Media at Work.....                                | 30        |
| Media Contacts.....  | 30        |
| <b>Solicitation and Distribution .....</b>                     | <b>30</b> |
| <b><i>Health &amp; Safety.....</i></b>                         | <b>30</b> |
| <b>Recreational Activities &amp; Programs .....</b>            | <b>31</b> |
| <b>Security.....</b>   | <b>31</b> |
| <b>Alcohol Awareness Policy .....</b>                          | <b>31</b> |
| <b>Beware of Minors.....</b>                                   | <b>31</b> |
| Bona Fide ID.....  | 32        |
| Decoy Program .....  | 32        |
| F-L-A-G SYSTEM FOR CHECKING I.D.....                           | 32        |
| <b>Intoxicated or Obnoxious Guests .....</b>                   | <b>33</b> |
| Intoxicated Guests .....                                       | 33        |
| Obnoxious Guests.....  | 33        |
| <b>Personal Belongings .....</b>                               | <b>34</b> |
| <b>Workplace Violence .....</b>                                | <b>34</b> |
| <b>Inspections.....</b>  | <b>34</b> |
| <b>Employee Incident/Accident Reporting.....</b>               | <b>35</b> |
| Scope .....  | 35        |
| Policy elements.....   | 35        |
| Procedure .....  | 36        |
| Disciplinary Consequences .....                                | 36        |
| <b><i>Acknowledgement .....</i></b>                            | <b>38</b> |







## Introduction

### **The Skillet Employee Handbook Purpose**

The Skillet Employee Handbook is intended to help you become familiar with Skillet and is a practical tool for the implementation of Skillet's human resources guidelines, policies, and procedures. This Employee Handbook covers all Employees of Skillet and each of its majority-owned direct and indirect subsidiaries (the "Skillet Group"). As used herein, the terms "Skillet," "we," "our," and "us" each refer to a respective Skillet Employee within the Skillet Group.

This Employee Handbook also provides an overview of Skillet's benefits, and for specific information about benefits, please refer to the plan documents. The content in this Employee Handbook reflects guidelines only. This Employee Handbook supersedes all previous Skillet manuals and memos that may have been issued from time to time on subjects covered in this Employee Handbook and all inconsistent oral or written statements. We refer to our Employees herein as "Skillet Employees".

This Employee Handbook is intended to explain the terms and conditions of employment of all full- and part-time Skillet Employees. This Employee Handbook is not an express or implied guarantee of employment for any specific duration. Although we hope that your employment relationship with us will be long term, either you or Skillet may terminate this relationship at any time, with or without cause. Written employment contracts between Skillet and some individuals may supersede some of the provisions of this Employee Handbook.

Our business and organization are subject to change. Except for the policy of at-will employment, which can only be changed in writing by an authorized officer, Skillet has the maximum discretion provided by law to interpret, change, suspend, or eliminate any of the policies, procedures, and benefits in the Employee Handbook at any time, with or without notice. Skillet will notify Skillet Employees of any substantive changes. Changes will be effective on the dates determined by Skillet, and after those dates all superseded policies will be null. No individual manager has the authority to change policies at any time. Oral statements or representations cannot supplement, change the provisions in this Employee Handbook. Your manager or the Skillet Leadership Team will be happy to answer any questions you may have.

Each Skillet Employee should read and become familiar with the information contained in this Employee Handbook. Failure to comply with Skillet's policies or procedures may result in discipline, up to and including termination.



## Contact List

We have attempted to make this Employee Handbook user-friendly, although we understand you may still have questions. Below is a contact list in case you have any questions or concerns.

Accounting-related questions: [SMFinance@theSkilletgroup.com](mailto:SMFinance@theSkilletgroup.com)

Payroll-related questions: [Payroll@theSkilletgroup.com](mailto:Payroll@theSkilletgroup.com)

Human Resource questions: [HR@theSkilletgroup.com](mailto:HR@theSkilletgroup.com)

Or refer to our employee website for forms and information: <https://skilletfood.com/team-resources/>

If you require login credentials for the employee resources website, please contact Human Resources.

Please do not hesitate to reach out to us.

We love to hear from our Skillet Employees and are here to help!





## **Employment Practices**

### **Equal Employment Opportunity**

We work hard to make Skillet a place that is welcoming to all people. In this regard, Skillet is an equal-opportunity employer and is committed to equal opportunity for all Skillet Employees and applicants. Skillet recruits, hires, trains, promotes, compensates, and administers all Skillet Employee-related actions without regard to race, color, religion, sex, sex stereotyping, pregnancy (which includes pregnancy, childbirth, and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, gender identity, gender expression, national origin, age, mental or physical disability, ancestry, medical condition, marital status, military or veteran status, citizenship status, sexual orientation, genetic information, or any other status protected by applicable law.

This policy applies to all areas of employment, including recruitment, testing, screening, hiring, selection for training, promotion, transfer, demotion, layoff, discipline, termination, compensation, benefits, and all other privileges, terms, and conditions of employment. This policy and the law prohibit employment discrimination against any Skillet Employee or applicant based on any legally protected status.

All Skillet Employees must follow this policy. Any Skillet Employee who violates this policy will be subject to disciplinary action, up to and including termination of employment.

Skillet is committed to the practice of equal employment opportunity and will not tolerate intimidation or retaliation against Skillet Employees or applicants because they have engaged in or may engage in filing a complaint of discrimination or retaliation; assisting or participating in an investigation; opposing any act or practice made unlawful by any local, state, or federal law; or for exercising any other legally protected right.

If you have questions or feel that you have been discriminated against because of your protected status, have been improperly denied a reasonable accommodation, have experienced retaliation, or have witnessed or been subjected to conduct that is otherwise inconsistent with this policy, then you must follow the reporting procedures outlined in the Harassment, Discrimination and Retaliation Prevention Policy below.

All reports describing conduct inconsistent with this policy will be investigated and addressed promptly and effectively in accordance with the procedure outlined in Skillet's Harassment, Discrimination and Retaliation Prevention Policy below. Contact the Skillet Leadership Team if you have any questions.

### **Americans with Disabilities Act Policy Statement**

The Company is committed to complying with all applicable provisions of the Americans with Disabilities Act ("ADA") the Washington Law Against Discrimination ("WLAD") and any comparable local ordinance. It is the Company's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability, so long as the employee can perform the essential functions of the job.



Consistent with this policy of nondiscrimination, the Company will provide reasonable accommodations to qualified individuals with a disability, as defined by the ADA, WLAD, or local ordinance who has made the Company aware of their disability, provided that such accommodation does not constitute an undue hardship on the Company. Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact their Supervisor.

## **Procedure for Requesting Reasonable Accommodations**

Upon receipt of an accommodation request, the Management will meet with you to discuss and identify the precise limitations resulting from the disability and the potential accommodation the Company might make to help overcome those limitations. The Company will determine the feasibility of the requested accommodation, considering various factors including the nature and cost of the accommodation in relation to the size, resources, nature, and structure of the Company's operation, including its impact on the ability of other employees to perform their duties and the on the Company's ability to conduct business.

The Company will inform the employee of its decision on the accommodation request or how to make the accommodation. If a particular accommodation would be an undue hardship, the Company will try to identify another accommodation that will not pose such a hardship. An employee or job applicant who has questions regarding this policy or believes they have been discriminated against based on a disability, should notify the Manager and the Owners.

## **Harassment, Discrimination & Retaliation Prevention Policy**

Now that you've joined our team, it's important that you understand the importance of safety and acceptance to Skillet. Central to Skillet's culture is providing a safe place to work and dine while allowing our Skillet Employees to express their individuality. Skillet is thus committed to providing a work environment that is free of unlawful discrimination, including harassment, that is based on any legally protected status. Skillet will not tolerate any form of harassment that violates this policy.

In furtherance of these values, Skillet strives to maintain a work environment that is free of unlawful discrimination and harassment that is based on any legally protected status. Everyone has the right to work in an atmosphere that promotes equal opportunity and prohibits unlawful discrimination, harassment and retaliation. Our goal is to prevent discrimination, harassment and retaliation from occurring, and to establish an effective internal process for reporting concerns. This policy and the law forbid any Skillet Employee, manager, supervisor, officer, director, client, vendor, or any other third party that a Skillet Employee encounters in connection with Skillet business to harass, discriminate, or retaliate against any Skillet Employee, applicant, contractor, intern, or volunteer, on the basis of any legally protected status or activity.

Everyone is expected to avoid any behavior or conduct that could reasonably be interpreted as prohibited discrimination, harassment and retaliation based on any protected status; no Skillet Employees are exempt from the requirements of this policy. A Skillet Employee who violates this policy will be subject to disciplinary action, up to and including termination.

The Skillet Group does not tolerate harassment in the workplace. This includes both quid pro quo harassment (e.g. express or implied demands by a supervisor for sexual favors in exchange for some benefit [a promotion, a raise, a good grade or recommendation] or to avoid some detriment [termination, demotion].) and hostile environment harassment (e.g. unwanted



conduct by any employee which is so severe or persistent that it creates an intimidating, hostile, or offensive working environment.) Conduct may be physical, verbal, or nonverbal.

By way of example only, sexually-oriented jokes, remarks, epithets, gestures, cartoons, drawings, photographs, pictures, or touching (other than handshakes) may often be offensive to other employees and thus are prohibited.

The Skillet Group also prohibits comments, gestures, and conduct that might not violate state or federal law, but which are inappropriate in our workplace. **No person in this organization is exempt from this policy.** All employees are responsible to do their part to assure that our workplace is free from sexual harassment.

**If you believe you have been subjected to sexual harassment by any guest, employee, supervisor, manager, vendor, or other person doing business with or for the Skillet Group, or that any such person's comments, gestures, or conduct are objectionable, you should immediately report the matter to your supervisor, a manager, the human resources manager or an owner.**

**In addition, if you believe that another person in our organization has been subjected to sexual harassment, or objectionable comments, gestures, or conduct by any guest, employee, supervisor, manager, vendor, or other person doing business with or for the Skillet Group, you should immediately report the matter to your supervisor, a manager, the human resources manager or an owner.**

Any report or complaint of sexual harassment will be promptly and thoroughly investigated. If the Skillet Group determines that harassment has occurred, the company will take remedial action commensurate with the severity of the offense. Remedial action may include disciplinary action against the harasser, up to and including termination.

The Skillet Group prohibits any reprisals or retaliation against any individual for reporting or making a complaint of harassment or of any otherwise objectionable comments, gestures, or conduct, or for participating in an investigation of any such report or complaint.

## **Sexual Harassment**

Harassing conduct based on sex or gender often is sexual in nature but sometimes is not. This policy forbids harassment based on sex or gender regardless of whether the offensive conduct is sexual in nature. Any unwelcome conduct based on sex or gender is also forbidden by this policy regardless of whether the individual engaged in harassment and the individual being harassed are of the same or are of different genders.

According to the U.S. Equal Employment Opportunity Commission ("EEOC"), unwelcome sexual advances, requests for sexual favors, and other verbal, physical or visual conduct based on sex constitute unlawful sexual harassment when: (1) submission to such conduct becomes an implicit or explicit term or condition of employment; (2) submission to or rejection of the conduct is used as the basis for any employment decision; or (3) the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.



This policy forbids harassment based on sex or gender regardless of whether it rises to the level of a legal violation. Examples of harassment forbidden by this policy include: (1) offensive sex-oriented verbal kidding, teasing or jokes; (2) repeated unwanted sexual flirtations, advances or propositions; (3) verbal abuse of a sexual nature; (4) graphic or degrading comments about an individual's appearance or sexual activity; (5) offensive visual conduct, including leering, making sexual gestures, the display of offensive sexually suggestive objects or pictures, cartoons or posters; (6) unwelcome pressure for sexual activity; (7) offensively suggestive or obscene letters, notes or invitations; (8) offensive physical contact; and (9) sexual favoritism.

## Employee Responsibility

Everyone at Skillet can help ensure that our workplace is free from prohibited discrimination or harassment.

## Avoiding Prohibited Conduct

Everyone is expected to avoid any behavior or conduct that could reasonably be interpreted as prohibited harassment; no Skillet Employees are exempt from the requirements of this policy. Every Skillet Employee is expected to inform his/her manager or the Skillet Leadership Team of any person in the workplace whose conduct the Skillet Employee finds unwelcome.

## Complaint Procedure

The policy encourages individuals who believe they are being harassed or subjected to discrimination or retaliation to firmly and promptly notify the offender that his/her behavior is unwelcome. If for any reason the employee is uncomfortable notifying the offender directly then the employee should report the incident or behavior to the offender's direct supervisor. In the event that the employee is uncomfortable reporting the incident or behavior to the direct supervisor, or in the instance where the direct supervisor is the offending employee, then the employee should notify a member of the Skillet Leadership Team. Regardless of who committed the offending behavior, all incidents of alleged discrimination, harassment, retaliation, or other conduct inconsistent with this policy must be reported immediately. An employee may use the Grievance Form on <https://skilletfood.com/team-resources/> to contact Human Resources.

Any manager or supervisor who is aware of conduct inconsistent with this policy or who receives a report of conduct inconsistent with this policy **must report it immediately** to the Skillet Leadership Team.

All complaints of unlawful harassment, discrimination or retaliation will be: (1) treated confidentially to the extent possible (information will be shared on a need-to-know basis); (2) responded to in a timely fashion; (3) investigated promptly and thoroughly by impartial and qualified individuals; (4) documented and tracked to ensure reasonable progress; and (5) afforded a timely closure. No person named in a complaint of unlawful harassment shall be involved in conducting or supervising the investigation. Depending upon the circumstances and the nature of a complaint of unlawful harassment, the follow-up investigation may be conducted by a designated Skillet Management or Skillet Leadership Team representative.

Parties involved in the situation including the reporting party, anyone identified as the target of the behavior (if different than the reporting party) and anyone who allegedly violated this policy will be offered an opportunity to be interviewed or to otherwise respond to a report under this policy. Skilllet may institute certain interim measures, such as a leave of absence or a transfer, while the investigation proceeds. Skilllet will take further appropriate action once the report has been investigated. That action may be reaching a conclusion that a violation occurred and corrective action is needed, as explained immediately below. Skilllet might also conclude, depending on the circumstances, either that no violation of policy occurred or that Skilllet cannot reach a firm conclusion on whether a violation occurred.

If an investigation reveals a violation of this policy or other inappropriate conduct has occurred, then Skilllet will take corrective action, including discipline up to and including dismissal, reassignment, changes in reporting relationships, training, or other measures Skilllet deems appropriate under the circumstances, regardless of the job positions of the parties involved. Skilllet may take corrective action for any inappropriate conduct discovered in investigating reports made under this policy, regardless of whether the conduct amounts to a violation of law or even a violation of this policy. If the person who engaged in harassment is not employed by Skilllet, then Skilllet will take whatever corrective action is reasonable and appropriate under the circumstances.

## **Retaliation is Prohibited**

Skilllet forbids any Skilllet Employee to treat any other Skilllet Employee or former Skilllet Employee or applicant adversely for reporting harassment, discrimination, or retaliation, for assisting another Skilllet Employee or applicant in making a report, for cooperating in an investigation into such alleged conduct, or for filing an administrative claim with the EEOC or a state governmental agency. All Skilllet Employees who experience or witness any conduct they believe to be retaliatory are to immediately follow the reporting procedures stated above.

## **Confidentiality**

In investigating and imposing any corrective action, Skilllet will attempt to preserve confidentiality to the extent that the needs of the situation permit, except as otherwise prohibited by applicable law.

## **Acceptance of Policy**

All Skilllet Employees have a personal responsibility to conduct themselves in compliance with this policy and to report any observations of conduct inconsistent with this policy. If you have any questions concerning this policy, then please contact the Skilllet Leadership Team.

## **Open-Door Policy**

We encourage you to discuss questions or concerns regarding the Skilllet Employee Handbook, your job or any work-related issues you may experience with us. Unless we know about your questions or concerns, we are unable to address them. If you have a concern, we recommend you speak with your immediate manager or the Skilllet Leadership Team as soon as possible. However, if you are not comfortable speaking with your immediate manager, you are not required to do so, and should call the Skilllet Leadership Team or contact another manager. To the extent that you have any complaints or concerns



that fall under the Harassment, Discrimination and Retaliation Prevention Policy (or any other policy) you should follow the complaint procedure set forth in that policy.

We take all Skillet Employee concerns and problems seriously. We will work to address your concern as soon as possible under the circumstances. You are encouraged to utilize this procedure without fear of retaliation. Skillet values your observations, and you should feel free to raise issues of concern without the fear of retaliation.

## **At-Will Employment Status**

This Employee Handbook is not intended to create a guarantee of employment. Employment with Skillet is on an at-will basis, unless otherwise provided by applicable law. Employment at-will may be terminated by either Skillet or the Skillet Employee, with or without cause, and with or without notice, at any time. The terms and conditions of your employment with Skillet may be at the sole discretion of Skillet with or without cause and with or without notice unless there is a properly written and executed agreement from the Skillet Leadership Team to the contrary.

No one other than an authorized officer has the authority to create an employment relationship other than on an “at-will” basis and any such agreement must be in writing and signed by both parties. No implied contract concerning any employment-based decision or terms and conditions of employment can be established by any other statement, conduct, policy or practice.

## **Introductory Period**

The first (90) days of employment will be designated as the Introductory Period for employees to determine whether a newly hired or re-hired employee can satisfactorily perform their job duties. Skillet uses this period to evaluate an employee’s capabilities, work ethics, habits, and overall performance. During this time employees are to follow a strict no-call-no-show policy. After only one unexcused absence during the Introductory Period, the employee will be immediately evaluated which could result in termination. The successful completion of the Introductory Period by an employee does not constitute a promise or guarantee of employment for any specified time. All employees are employed at will. Either the employee or Skillet may end the employment relationship at will at any time during or after the Introductory Period, for any reason, without cause, and with or without advance notice.

## **Job Duties**

Your manager will explain your job responsibilities and the performance standards expected of you. Your job responsibilities may change at any time during your employment. From time to time, you may be asked to work on special projects, or to assist with other work necessary or important to the operation of your team or Skillet. Your cooperation and assistance in performing such additional work is expected.

Skillet reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities in its sole discretion, to the extent permitted by applicable law.

## **Health Department Regulations**



### **Food Handler's Card**

All employees must have a Food Handler's card issued by the King County Health Department. If you do not already have a card from previous employment, you must obtain one within 10 days of employment at the company and supply a copy to be kept on file. For information on where to obtain a card, please contact a Manager.

### **Class 12 Liquor Permit**

All FOH employees must have a valid Class 12 Liquor Permit on their person while working.

## **Punctuality & Attendance; Voluntary Resignation**

Timely and regular attendance is an expectation of performance for all Skillet employees and an essential function of working for Skillet. To ensure adequate staffing, positive employee morale, and to meet expected productivity standards throughout the organization, employees will be held accountable for adhering to their workplace schedule. In the event an employee is unable to meet this expectation, they must obtain approval from their supervisor in advance of any requested schedule changes. This approval includes requests to use appropriate accruals, as well as late arrivals to or early departures from work. Supervisors have the discretion to evaluate extraordinary circumstances of a tardy, absence, or failure to clock in or clock out and determine whether to count the incident as an occurrence or is otherwise allowed under Federal, State, or local law. Human Resources is available to advise supervisors regarding the evaluation of extenuating circumstances.

The knowledge of schedule changes is not only critical to the smooth operations of our restaurants but is also vital in keeping you as our employee happy. We pride ourselves in having a flexible work environment and to keep this value we need your help to prepare for success.

## **Procedure Steps:**

### **I. Absent**

An employee is deemed absent when they are unavailable for work as assigned/scheduled and such time off was not scheduled/approved in advance as required by the department/location notification procedure.

### **II. Tardy**

An employee is deemed to be tardy when they:

- Leave work prior to the end of assigned/scheduled work time without prior supervisory approval. (subject for write-up)
- Take an extended meal or break period without approval. (subject for write-up)
- Arrive to work past their scheduled start time. (subject for write-up)

### **III. Time Clocks and Failure to Clock-In/Clock-Out**

Employees are required to follow established guidelines for recording their actual hours worked. A missed clock in/out is a violation of this policy and includes:

- Failure to clock in/out on their designated time clock at the beginning and/or end of their assigned shift.

- Only the scheduled employee is allowed to clock in/out on the allowed start/end shift time. Clocking in/out anyone other than yourself is a violation of this policy.
- Failure to clock in/out on their designated time clock for the meal break.
- Failure to accurately and timely report time worked.
- Clocking in/out early (or late) of the assigned shift without prior approval.
- Clocking out but continuing to work.

#### **IV. Notification Procedure – Part 1**

Employees are expected to follow departmental/location notification procedures if they will be late for work, will not be at work, or are requesting planned time away from work. The below guidelines and procedures are general rules. If the Employee believes there were exceptional circumstances, or that their inability to follow these guidelines is due to a lawfully protected activity or form of leave (such as unexpected illness or safety concerns), then the employee must notify their supervisor as soon as they are reasonably able of the extenuating circumstances. ALL Communication must be in-person or a phone conversation with your supervisor. Supervisors are expected to answer or timely respond to calls from their employees. This in-person or phone conversation is the required notification. If a good faith effort at calling or speaking directly with the Employee's supervisor is unsuccessful then texting or messaging may be allowed.

- Employees must request in 2 hrs. in advance to their supervisor or designee and in accordance with departmental/location procedure if they wish to arrive early or leave early from an assigned shift.
- Employees must make management aware no later than 4 hrs. in advance and in accordance with departmental/location procedure if they will not be able to make it in for their shift. Request within 4 hours will be deemed unexcused.
- At the time of notification/call, the employee must notify their supervisor when an absence is due to a documented/approved leave of absence (e.g., Military Leave, FMLA, WA Paid Family or Medical Leave) to ensure appropriate tracking of leave utilization and absenteeism.
- An employee who fails to call in and report to work as scheduled for any scheduled shift without justification will be viewed as having abandoned their position and employment will be treated as a resignation.
- Incidents of not following the departmental/location notification procedures, including No-Call/No-Show, will be addressed in accordance with the Progressive Discipline Policy.

#### **IV. Notification Procedure – Part 2(Sling)**

Employees are expected to communicate their needs on our scheduling platform. (i.e., **Sling**) This tool is used to stay organized and be able to give you more freedom to set the schedule around yours. Please ask your supervisor if you have any questions about getting access to the platform for these tasks.

## **Employee Availability & Time Off Requests**

- Employees must request 14 days in advance to their supervisor or designee and in accordance with departmental/location procedure if they wish to change their work availability.



- Employees must request 14 days in advance to their supervisor or designee and in accordance with departmental/location procedure if they wish to request a day off that is inside of their availability.
- Shift Swaps or Trades: All shift drops, swaps, and trades need to be approved by your supervisor. Once a request is made in Sling, a notification will be sent to your supervisor's inbox. Please keep in mind YOU are responsible for your scheduled shift until the request is approved by your supervisor.

## Shift Confirmation

When a new schedule is posted to Sling, you will be notified of your scheduled shifts. You are then required to confirm these shifts. It is your responsibility to keep your availability and time off request up to date. This is so we can ensure we are giving you the schedule you desire. If for some reason you are scheduled on an already requested off shift, please deny the specific shift, and your manager will be notified.

## Early Morning Shift

Our supervisors enjoy their sleep as well. Between the hours of 8 PM and 8 AM, please notify your supervisor of schedule concerns through text communication. This early morning procedure is an exception to the general notification procedures detailed above. If the shift, you are scheduled for is before 8 AM and you are going to miss work, please, when able, notify your supervisor the night before. If you wake up feeling sick, please try to call first, then text your supervisor. You will still need to speak with your supervisor in person or by phone after 8 AM.

## Time Entry Adjustments

In the event there is an error in your time entry that you believe should be corrected you must notify your direct supervisor immediately. All time entry adjustments must be completed by your direct supervisor. If your direct supervisor is not available to make the requested adjustment, please contact the Skilllet Leadership Team or HR. An employee's repeated errors in time entry are unacceptable and may subject the employee to disciplinary action. It is important for you to clock in and out at your scheduled time and this will be measured as a duty of your employment.

### Progressive Discipline Policy

Supervisors should monitor their employees' attendance on a regular basis and address unsatisfactory attendance in a timely and consistent manner. If supervisors notice a pattern of unscheduled usage of accrued time off banks, they should discuss this concern with the employee. When an employee has been previously counseled under the Progressive Discipline Policy, the totality of the circumstances will be assessed when determining further action. Timely and regular attendance is a performance expectation and essential function of the job for all Skilllet employees. Consequently, those employees who have exhibited unsatisfactory attendance which resulted in disciplinary action (written or final) during the year may have the behavior documented in their incremental or annual evaluation.

Skilllet may develop a departmental attendance/punctuality policy that meets the unique operational needs of the department. If the leadership determines that a departmental policy is needed, the department will follow its entity's approval process to establish the policy which requires final approval from the entity's Senior Executive Leadership.

**Important Exception:** Absences protected by applicable Federal, State, or Local law do not count as a violation of the punctuality and attendance policy. These include but are not limited to absences under FMLA or similar state laws, time off for work-related injuries, time off for an accommodation under applicable federal state, or local law, protected paid sick leave pursuant to federal, state or local law, and any other statutorily protected leave.

## **Involuntary Termination & Discipline**

Violation of Skilllet policies and rules may warrant disciplinary action. Skilllet may use a system of progressive discipline that may include verbal warnings, written warnings, and suspension. However, Skilllet, in its sole discretion, will utilize whatever form of discipline is deemed appropriate under the circumstances, up to and including immediate termination of employment without prior discipline or warning.

### **Reductions in Force**

The Company makes every attempt to avoid reductions in force by exercising extreme care in projecting staffing requirements and monitoring business schedules. However, there may be times when it is necessary to have layoffs. Since work performance is the primary factor when considering an employee for a wage increase, likewise, this factor is primary in the selection of the employees to be retained.

### **Immediate Dismissals**

If your conduct, actions, or performance violates or conflicts with the Company's policies, you may be terminated immediately and without warning. Any conduct posing a risk to security, personal safety, employee welfare, and operations is prohibited. Below are some examples of grounds for immediate dismissal of an employee. This list is not exhaustive, is not intended to be comprehensive, and does not change the at-will relationship between you and the Company:

- Insubordination including, but not limited to, failure or refusal to obey a Manager's direction or instructions or the use of abusive or threatening language toward a Manager or another employee. Falsification of employment records, employment information or other records of the Company.
- Giving information to outsiders regarding confidential matters pertaining to the Company.
- Performing any acts of sabotage involving the Company records, materials, or similar items.
- Negligence, gross negligence, or inefficiency in performing duties resulting in loss to the Company.
- Failure to report any errors, damage, or poor workmanship to the Manager.
- Failure to report any discriminatory or harassing behavior of employees or customers.
- Theft, deliberate or careless damage of the Company or employee property.
- Removing or borrowing the Company property without prior authorization.
- Unauthorized use of the Company-owned material, time, equipment, or facilities.
- Permitting an unauthorized person to use an employee key to gain admission to the Company premises.
- Duplicating keys or any device used for locking or securing Company premises or property without authorization.
- Provoking a fight or fighting during working hours or on Company property.
- Participating in horseplay, practical jokes, gambling, or conducting games on company time.

- Engaging in criminal conduct.
- Causing, creating, or participating in a disruption of any kind during working hours on Company property.
- Frequent tardiness or absences.
- Failure to report to work for two consecutive working days without daily notice to the Company.
- Reporting to work in a condition of health or physical disability that, in management's opinion, jeopardizes the welfare of other employees or the Company.
- Sleeping or malingering on the job.
- Violation of safety, health, security, or Company policies, rules, or procedures.
- Committing a fraudulent act or a breach of trust under any circumstances.
- Making idle or malicious statements concerning the Company or any employee that is not protected activity under any Federal, State, or local law or ordinance including any provisions of the National Labor Relations Act.
- Unlawful harassment.
- Recording the work time of another employee, allowing any other employee to record your work time, or allowing falsification of any timecard.
- Violation of the Alcohol or Drug Policy
- Failure to notify a Manager when unable to report for work.
- Failure to obtain permission to leave work for any reason during a scheduled shift.
- Willful violation of an established policy or rule.
- Deliberate non-performance of work.
- Unauthorized possession, use, or copying of any records that are the property of the Company.
- Unauthorized posting or removal of notices from bulletin boards.

**Important Exception:** These items listed are for actions that do not relate to lawful, protected or concerted activity. These prohibitions do not, and are not intended to interfere with, restrain, or prevent employee communications regarding wages, hours, silence future activity, or other terms and conditions of employment or to otherwise interfere with employees' rights under the National Labor Relations Law or any other law allowing such protected or lawful conduct that may conflict with the above examples. The Company will not construe this policy in a way that limits such rights.

## **Timekeeping & Payroll Practices**

### **Meal and Rest Period**

The Skillet Group is comprised of a strong team of professionals whose goal is to offer the highest standards of food and service in the industry. Our service philosophy is guided by the principles of exceeding customer expectations and performing our jobs at a high level as part of the Skillet team. Periodically, we review and update the employee manual to keep pace with a constantly changing work environment.

In Washington, employees are entitled to take one 10-minute break every four hours worked. The 10-minute break need not be continuous and can be intermittent. Restroom breaks may be considered rest breaks under Washington law. The use of a cell phone during the work shift is also indicative of a rest break. Smoke breaks are also included in rest break calculations. In some circumstances, brief stops to run to the restroom or to grab food or drink to consume are too short and hurried to be considered intermittent rest periods because these stops do not provide a true break from work activity and an opportunity for relaxation.

It is both the employee's and the direct supervisor's responsibility to ensure all employees take all required 10-minute breaks throughout the shift. In the event that the employee does not take all of the required 10-minute breaks, they must notify their manager, and the time will be manually added to the end of the shift. If an employee believes they are not receiving timely or sufficient breaks, they must notify their direct supervisor or the Skillet Leadership Team if the direct supervisor fails to address the issue.

In addition, if an employee works more than five hours in a single shift, the employee is entitled to a 30-minute unpaid meal break. Meal periods may be unpaid only if: (1) The employee receives at least 30 minutes of uninterrupted mealtime, and (2) the employee is completely relieved of work duties.

If a supervisor or manager fails to allow employees to take timely breaks, then they may be subject to disciplinary action.

#### Waiver of Meal Periods

Skillet will never ask or require an employee to waive their meal period; however, in some circumstances, employees may request on their own to waive their meal break. This waiver cannot be used to shift the start or end of an Employee's workday, as the meal break must be taken in the middle of a shift pursuant to applicable State and Federal law. If an employee wishes to waive their meal period, the Employee must communicate that to their supervisor in advance of the break. Skillet will then ask that the Employee execute a signed waiver statement indicating the shift or shifts which the Employee is electing to waive their meal period. The employee may at any time revoke their waiver and request the meal period.

If a supervisor or manager fails to provide the Meal Break Waiver agreement and obtain the employee's signature, or if they demand or require an employee to waive their meal break during a shift, that supervisor or manager may be subject to disciplinary action up to and including termination.

### **Lactation Policy**

Skillet will provide a reasonable amount of break time to accommodate a female Skillet Employee's need to express breast milk for the Skillet Employee's infant child. The break time should, if possible, be taken concurrently with other break periods already provided. Any such breaks taken separately from other paid break periods will be unpaid. Skillet will also make a reasonable effort to provide the Skillet Employee with the use of a room or other location near the Skillet Employee's work area for the Skillet Employee to express milk in private.

## **Payroll Administration**



Skillet Payroll follows a two-week cycle that starts on Monday morning of the first week and ends the Sunday night of the second week. Skillet typically has a five-day processing time between the day the pay period ends, and the actual date paychecks are issued (subject to bank holidays).

Please see the chart below for an example of how the pay cycle works:

|                                     |         |           |          |   |          |                                   |
|-------------------------------------|---------|-----------|----------|---|----------|-----------------------------------|
| Monday<br><b>Pay Cycle 1 Begins</b> | Tuesday | Wednesday | Thursday | Friday  | Saturday | Sunday                            |
| Monday                              | Tuesday | Wednesday | Thursday | Friday  | Saturday | Sunday<br><b>Pay Cycle 1 Ends</b> |
| Monday<br><b>Pay Cycle 2 Begins</b> | Tuesday | Wednesday | Thursday | Friday<br><b>Pay Cycle 1 Checks Available</b> | Saturday | Sunday                            |

Skillet Employees have the option to enroll in direct deposit. If you would like to take advantage of this option, please contact Payroll or log directly into the payroll system. Otherwise, Skillet Employees may pick up their paychecks at their work location on payday. Checks may be picked up during non-peak business periods. Only Skillet Employees themselves can pick up a paycheck. If a check is lost or stolen, the Skillet Employee must notify his/her manager or Payroll immediately. If a paycheck is in error for any reason, Skillet Employees must notify their manager immediately so that the error can be corrected. Legitimate errors will be corrected in accordance with Skillet policy and applicable law.

Skillet will automatically withhold taxes (federal, state, and/or local) from your paycheck as required by applicable law. If you have voluntarily enrolled in any other deductions (such as health and other insurance premiums), those will be withheld as well on a per-paycheck basis. Skillet will not take any improper deductions. By law, Skillet is required to honor legal garnishments of a Skillet Employee's wages up to any garnishment limits required by applicable law. These include child support, student loan repayment, income tax garnishments, and creditor garnishments.

Every Skillet Employee is responsible for any personal status changes that affect paychecks. Complete any changes in name, address, telephone number, direct deposit information, update tax filing status, and complete a new W-4 form by logging into the payroll system. By logging on to the payroll system, you can also view previous pay stubs and W-2s as well as elect to receive W-2s electronically.

Log in Information: <https://payroll.toasttab.com/CompanyCode> Company Code: Skillet

Upon termination or resignation, final paychecks will be issued during the next regular pay cycle unless otherwise required by applicable law.



## Employee Classification

To clarify employment status and benefit eligibility, every Skillet Employee is classified as exempt or non-exempt and as full-time or part-time. Skillet will advise each Skillet Employee of his or her employment classification at the time of hire and at the time of any change in status. These classifications do not guarantee employment for any specified period. Accordingly, the right to terminate the at-will employment relationship at any time is retained by both the Skillet Employee and Skillet. Skillet undertakes a review of all positions from time to time and reserves the right to change the classification of any position in its sole discretion to the extent permitted by applicable law.

Exempt Skillet Employees: Exempt status is determined by federal and state law. In general, exempt Skillet Employees are paid a fixed salary and perform certain duties. Exempt Skillet Employees are not subject to the minimum wage and overtime laws, and therefore, earn a weekly salary regardless of the number of hours worked. Exempt Skillet Employees are not eligible for overtime pay and are eligible for benefits.

Non-exempt Skillet Employees: Skillet Employees who do not fall within the exempt classification are considered non-exempt. Pursuant to federal, state, and local laws, Skillet Employees working in non-exempt positions shall receive an hourly rate equal to or greater than the applicable minimum wage and shall be eligible to earn a premium for overtime worked in accordance with applicable overtime laws. Non-exempt Skillet Employees are paid on an hourly basis. Non-exempt Skillet Employees are also required to complete and provide accurate records of their hours worked. Any overtime work should be approved in advance by your manager and recorded in Skillet's time reporting system. Non-exempt Skillet Employees that work an average of 30 hours or more per week are eligible for benefits.

Full-time Skillet Employees: For the purposes of determining eligibility for benefits, full-time Skillet Employees are those normally scheduled to work a regular schedule of at least 30 hours per week, as determined by Skillet in its sole discretion, unless otherwise provided by applicable law. Full-time Skillet Employees are eligible for all Skillet benefits subject to the terms and conditions set forth below. Full-time Skillet Employees can be either exempt or non-exempt. Eligibility to participate in Skillet's medical benefits plan shall be governed by plan documents.

Part-time Skillet Employees: Part-time Skillet Employees are those normally scheduled to work less than 30 hours per week, as determined by Skillet in its sole discretion. Part-time Skillet Employees may be eligible for certain benefits (some of which may be prorated), as described herein and pursuant to applicable federal and state law. Part-time Skillet Employees may be either exempt or non-exempt.

## Overtime for Non-exempt Skillet Employees

Non-exempt Skillet Employees may be required to work overtime as necessary. Only actual hours worked in each workday or workweek can apply in calculating overtime (approved time off, paid or unpaid, does not count towards "actual hours worked" unless otherwise provided by applicable law). Skillet will attempt to distribute overtime evenly and accommodate



individual schedules. A manager must authorize all overtime work in advance. Skillet provides compensation for all overtime hours worked by non-exempt Skillet Employees in accordance with applicable law as follows:

- All hours worked in excess of 40 hours in one workweek will be treated as overtime, unless otherwise provided by applicable law. A workday begins at 12:01 a.m. and ends at midnight 24 hours later. Workweeks begin each Monday at 12:01 a.m.;
- Compensation for hours in excess of 40 for the workweek shall be paid at a rate one and one-half times (1.5x) the Skillet Employee's regular rate of pay; and
- Exempt Skillet Employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt Skillet Employees.

## Multiple Location

Skillet has multiple locations, if an employee works at another location, then the one that they were originally hired at, the employee will receive a W-2 from each location.

## Tip Pooling Policy

Skillet process tips through a standard tip pooling policy that can vary by location. Skillet's Tip Pooling Policy is an automated processed and calculated through the Point of Sale system and put directly on employees paycheck. Skillet typically has a five-day processing time between the day the pay period ends and the actual date paychecks are issued with Tips included. (Please see Tip Pooling Policy for your location for more detail.)

## Reimbursement of Work-related Expenses

Skillet will reimburse any manager pre-approved purchase that is needed for the business. Receipt is required and will be reimbursed on the following paycheck.

## Human Resource Administration

### Employee Referral Policy

We have found through experience that the best new hires come from the recommendations of folks like you who already work in our restaurants and understand what it takes to integrate well within our culture. To acknowledge our gratitude for assisting in recruiting the best and brightest to our wonderful team, Skillet offers a Referral Bonus. While all referrals are appreciated, we encourage you to recommend those you would willingly go arm in arm with to battle (or brunch). Here is the fine print:

- The person you refer must pass our interview screening and be hired. Making a referral does not guarantee that the person will be hired.
- The Referral Bonus will be paid on the payroll cycle upon the referral's 90-day anniversary.
- Should the referral end employment with Skillet, by resignation or termination, an unpaid Referral Bonus will be voided.
- Skillet Managers are not eligible for the referral bonus.



### **Employee Records**

Skilllet keeps records on each Employee. These records include information such as address, home telephone number, date of birth, date of employment, spouse name, dependents, etc. It is important to notify Human Resources of any changes relating to your personal information or circumstances below to ensure your information on file is up to date and correct:

- marriage (or other change in marital status);
- address / telephone number;
- change of name;
- dependents (e.g. for medical insurance purposes);
- change in beneficiary (e.g. for death benefit);
- persons to be notified in case of emergency;
- bank details for direct deposit of wages;
- professional qualifications; and
- languages and level of proficiency.

Skilllet Employees may have a right to inspect or receive a copy of their Skilllet Employee records that Skilllet maintains, as provided by applicable law. Any requests to inspect or copy personnel records must be made in writing to [hr@theSkillletgroup.com](mailto:hr@theSkillletgroup.com).

### **Rehire Policy**

A former employee who has been rehired after leaving employment for more than 30 days is considered an introductory employee during their first sixty (60) days following rehire. Employees must begin the accrual of benefits upon reinstatement. Any employee returning to work after within the same twelve (12) months they left will have their benefits reinstated at the level when separation began. This is intended to help employees who have been laid off due to unforeseen Skilllet circumstances. However, other mitigating factors may affect the Company's decision to reinstate benefits, except for those benefits that are required by law.

Skilllet will not rehire past employees that were terminated due to gross misconduct, insubordination, violence, harassment, or other similar actions that violate company policy and standards of conduct.

### **Skilllet Employee References**

All requests for references and employment verification must be directed to the [HR@theSkillletgroup.com](mailto:HR@theSkillletgroup.com). No other manager, supervisor, or Skilllet Employee is authorized to release references or employment verification for current or former Skilllet Employees. By policy, upon request, Skilllet discloses only the dates of employment and the title of the last position held of former Skilllet Employees. If you authorize the disclosure in writing, Skilllet also will inform the inquirer of the amount of salary or wage you last earned.



## Employee Leaves of Absence & Time Off

### **Leave Approval and Recordkeeping**

This section summarizes Skillet's policies around leaves of absence and time off.

In the event that you intend to take time off, please ensure that you proceed as follows and also observe any additional procedures identified in the sections below:

- Discuss the need with your manager and obtain manager approval. If your time-off is of the nature that qualifies you for any of the following time-off, please also notify Payroll Team and complete any requested documentation:
- Report your time-off through the applicable reporting system. In cases where you are absent and unable to report your time-off, your manager has the authority to do so on your behalf.

- 

### **Jury Duty**

Skillet Employees who take leave for jury duty or to appear as a subpoenaed witness during working hours shall be granted leave with pay for up to five (5) days as provided herein. The rate of pay will be an amount that is no less than the difference between the Skillet Employee's normal rate of pay and that received for such service. A Skillet Employee not selected or required for jury duty will be expected to report immediately for work as soon as he or she is released by the court. If the requested leave falls during a peak period, Skillet reserves the right to request a deferral of the service and correspond with the appropriate authorities accordingly.

### **Bereavement Leave**

A Skillet Employee suffering the misfortune of a death in his or her immediate family will be granted time off with pay in accordance with the following policy. In the event of a death of a relative, Skillet Employees may have up to three working days, with pay. In addition, Skillet Employees may have two working days, with pay, in the event of the death of a pet that lived with the Skillet Employee. If you are notified of any of the foregoing deaths in the midst of a shift, you may also depart your job for that day and you will be paid for the remainder of the scheduled hours for that day (in addition to the days off specified herein). Skillet Employees may, with their manager's approval, sick leave for additional time off as necessary in connection with any such death. Pay for leave under this paragraph will be based on the Skillet Employee's regular straight time rate or base salary.

### **Vacation**

Currently only Manger level and above are eligible for vacation time as outlined in offer of employment. Vacation may be used as it is accrued and must be approved by your manager. Vacation time will need to be accrued before a vacation request

will be approved. Any time taken above amounts accrued will be unpaid. Any accrued, unused vacation will carry over to the next year. Vacation requests are not guaranteed to be granted.

### **No Cash out of Vacation Time**

Upon termination, accrued unused vacation through the last day of active employment will be NOT be paid out.

## **Paid Sick & Safe Leave Policy**

Skillet provides paid sick leave benefits to all employees pursuant to Seattle Municipal Code 14.16 and Washington's Sick and Safe Leave Law for the purposes described below. Non-Exempt Employees will accrue at a minimum paid sick leave benefits at the rate of one (1) hour per forty (40) hours worked. Exempt Employees will accrue the above paid sick leave benefits assuming forty-hour work weeks. Accrual will start immediately upon employment. Paid sick leave shall not accrue during vacations, holidays, or during any paid or unpaid leaves of absence.

Employees utilizing paid sick leave benefits must provide reasonable notice of any absence. If the need for paid sick leave is foreseeable, the employee must provide notice at least ten days, or as early as practicable, in advance of the use of paid sick leave. If the need for paid sick leave is unforeseeable, the employee must provide notice as soon as possible before the start of the business day, unless it is impracticable to do so. A person on the employee's behalf may provide notice to the Company. The supervisor should also be contacted prior to each additional day of absence.

For absences exceeding three days, Skillet may require verification that the Employee's use of paid sick leave is for an authorized purpose (e.g., a doctor's note confirming the need to be away from work for that time period). If an Employee believes a required verification would result in an unreasonable burden or expense, he or she may notify Skillet of such concerns. Skillet will review any such concerns to ensure that any required verifications do not result in an unreasonable burden or expense for the Employee.

Paid sick leave may be used for the following purposes, or for any other reasons as approved by Skillet:

- An absence resulting from an Employee's mental or physical illness, injury, or health condition; to accommodate the Employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an Employee's need for preventive medical care.
- To allow the Employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care.
- When the Employee's or employee's family member's school or place of care has been closed for any reason.
- When the employee's place of business has been closed by order of a public official, for any health-related reason, to limit exposure to an infectious agent, biological toxin, or hazardous material.
- An Employee is authorized to use paid sick leave for absences that qualify for leave under the Domestic Violence Leave Act, RCW 49.76.

"Family members" are defined as the Employee's child (including biological, adopted, or foster child, stepchild, or a child to whom the Employee stands in loco parentis, is a legal guardian, or is a de facto parent); biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of the Employee or of the Employee's spouse or registered domestic partner, or a person who stood in loco parentis when the Employee was a minor child; spouse; registered domestic partner, grandparent; grandchild; or sibling.

Accrued, unused paid sick leave may be used by an Employee beginning on the ninetieth (90<sup>th</sup>) calendar day after commencement of his or her employment. Paid sick leave may be used in increments of not less than 15 minutes.

Paid sick leave benefits will be calculated based on the Employee's normal compensation or base pay rate at the time of absence and will not include any bonuses or other special forms of compensation.

Upon termination of employment, employees will not be compensated for accrued and unused sick leave. Any sick leave days authorized by Skillet and paid for but not yet accrued will be deducted from the employee's final paycheck pursuant to the Payroll Deduction Authorization form.

Skillet is currently a Tier Two employer. As a result, employees shall be permitted to carry over no more than fifty-six (56) hours of accrued unused paid sick leave from year to year. Any accrued paid sick leave over that amount will be forfeited.

Retaliation by Skillet for an Employees lawful use of paid sick leave and other rights provided under chapter RCW 49.46, and all applicable rules, is prohibited under Washington law.

### **Notice**

Earned PSST shall be provided upon the request of a Skillet Employee. Such request may be made orally, in writing, via electronic means, or by any other means acceptable to Skillet. If possible, the request should include the expected duration of the absence. Following receipt of any such oral, written or electronic request, Skillet will have the authority to reflect the associated reduction in the Skillet Employee's accrued balance of PSST. For example, if you call your manager in the morning to notify him/her of your absence under this policy, the manager and Skillet will have authority to ensure the records are updated (and revised if necessary) to reflect such time to be taken hereunder. If the need for PSST is foreseeable, the Skillet Employee should provide reasonable advance notification. If the need for leave is unforeseeable, the Skillet Employee must provide notice of the need for the leave as soon as practicable, except if prohibited by applicable law.

### **Available Paid Sick Leave**

The amount of earned PSST available to the Skillet Employee, the amount of earned PSST taken by the Skillet Employee to date in the year and the amount of pay the Skillet Employee has received as earned PSST will be reported to the Skillet Employee with each regular paycheck.

### **Reasonable Documentation**

For absences exceeding three consecutive days, Skillet may require verification that the use of PSST is for a covered purpose.

Skillet Employees who provide such documentation will not be required to specify the nature of their own or their family Employee's injury, illness, or condition if applicable, and any such request for such documentation will not exceed privacy or verification requirements otherwise established by law.

For sick leave absences, documentation includes documentation signed by a licensed health care provider or a personal statement signed by the Skillet Employee that he or she is using PSST for a qualifying absence. For absences related to domestic violence or covered sex offenses, documentation includes a police report, court document, a signed statement from an attorney, clergy, or a victim services advocate, or any other evidence that supports the Skillet Employee's claim, including a written statement from him or her, or any other person who has knowledge of the circumstances.

### **No Cash Out of Sick Time**

Accrued, unused PSST is not cashed out at any time during employment or upon separation of employment.

### **No Retaliation**

Skillet does not discriminate or retaliate against any Skillet Employee for asserting any claim or right to PSST under this policy. Any discrimination or retaliation against an employee for good faith assertion of PSST rights is against the law. Skillet will not require, as a condition of an employee taking PSST, that the employee search for or find a replacement worker to cover the hours during which the employee is on paid sick or safe leave. Skillet will not apply an absence control policy to PSST-covered absences or otherwise discipline employees for such absences.

## **Washington State Family Care Act**

Pursuant to the Washington State Family Care Act, all employees who are eligible for paid sick leave or other paid time off may use the time for family care leave. Family care leave may be used to care for a qualifying member with a serious health condition or emergency condition. Those qualifying members include a child, spouse, registered domestic partner, parent, parent-in-law or grandparent or any other qualifying member as may be allowed under Federal, State, or local law. Employees taking family care leave can use any earned paid leave provided. The amount of leave is limited to actually earned leave or time off; employees cannot take advances on their paid sick leave or time off benefits to use for family care without the written approval of the Skillet Leadership Team.

### **Paid Time Off Leave (Parental, Family, and Medical Leave)**

If you are a Washington employee, then under Washington Paid Family and Medical Leave, you may be eligible to receive payments from the state while you are on leave for your own illness or to care for an ill family member (defined as parent,

child, spouse or registered domestic partner). You may also use this Paid Family leave for the birth of your child or for bonding with a newborn or recent adoptee. You contribute to the cost of this insurance through payroll deductions. If you have any questions about whether this paid leave is appropriate for your situation we encourage you to review the information contained at <https://paidleave.wa.gov/>. Then we ask that you contact the Skillet HR team to coordinate with the Company as needed. We will not retaliate against you for requesting or taking Paid Family or Medical Leave.

## **Unpaid Leave of Absence**

The Company may grant leaves of absence to employees in certain circumstances. Employees may occasionally need time off from work to address important matters that are regulated by law. The Company will comply with its legal obligations by providing employees time off without pay where necessary. Time off that is provided under this policy will ordinarily be unpaid except where the law requires that it be compensated.

It is important to request any leave in writing as far in advance as possible, to keep in touch with the Manager and/or Administrator during your leave, and to give prompt notice if there is any change in your return date. If your leave expires and you have not contacted the Administrator, it will be assumed that you do not plan to return and that you have voluntarily resigned from your employment. No fringe benefits, such as vacation, holidays, or other compensation, will accrue during such leave.

### **School Visitation Leave**

Parents, guardians, or grandparents with custody may take off up to 40 hours each school year to participate in school activities of their children in grades K-12. The maximum hours that may be taken in any one month may not exceed eight. The time away is unpaid. Reasonable advance notice must be provided. Documentation from the school verifying the employee's attendance may also be requested. Parents or guardians are also entitled to unpaid time off upon reasonable notice when required to appear at their child's school.

### **Military Leave**

Any employee who is called to military service, training, reserve duty, etc., and who is not a temporary employee is eligible for unpaid military leave. Annual leave will also be granted to attend reserve or National Guard encampment, maneuvers, drills, training, or any other duty of a short-term nature. Advance notice to The Company is required unless military necessity prevents it or the giving of notice is otherwise impossible or unreasonable. It may be either written or oral and may be provided by the employee or the military.

Although not required, the employee may choose to use paid vacation benefits if they have them during military leave. If you leave the Company for military service, you are considered to be on a military leave of absence. When you return from military leave, you will be reinstated to the position you left or a similar position. In order to be reinstated, you must be honorably discharged, must be able to perform the job, and must notify the Company of your intent to return to work within 90 days of discharge. Employees on military leave will receive the same benefits or employment rights that the Company provides to employees who are on leaves of absence for reasons other than military leave.

## **Holiday Schedule**

To accommodate our guests, you will be scheduled for - and expected to work on - all holidays, including Thanksgiving Eve and Christmas Eve. We are typically very busy on holidays and other special calendar events. You can expect to be scheduled to work on the restaurant's holidays Especially busy days for us include Valentine's Day, Mother's Day, Father's Day, graduation days for local schools, the day after Thanksgiving, and the several weeks leading up to the December holidays. You will be paid your regular hourly rate for any time worked on holidays. Managers are expected to work the full number of required hours on holiday weeks. This may cause a shift in a routine schedule to accommodate.

## **Benefits and Related Matters**

### **Benefits Overview**

Skillet works hard to provide its Skillet Employees with meaningful benefits and, as such, reviews and evolves its benefits offering from time to time. Benefit programs, coverages and cost-sharing are subject to change based on insurance market conditions, legal requirements, company resources and other considerations. To ensure you have the latest information on benefits, please contact Human Resources.

Benefits may include:

- Medical, Dental and Vision

### **Staff Discount**

When eating at any Skillet eatery outside of work hours, employees may receive a 20% discount (on food only, not on alcohol) for up to 4 guests.

### **Workers' Compensation**

Workers' compensation benefit entitlements are governed by law, but it is essential that you report all work-related accidents, injuries, and illnesses immediately. State and federal law makes it a crime to knowingly file a false or fraudulent claim for workers' compensation benefits, or to knowingly submit false or fraudulent information about any workers' compensation claim. Such conduct is also against Skillet policy and will result in disciplinary action, up to and including termination of employment.

## **Company Property**

### **Electronic and Computer Policy**

This policy is intended to protect Skillet's computer systems and electronic information. For purposes of these policies, the following definitions apply: "Computers" are defined as desktop computers, laptops, handheld devices (including but not limited to cell phones and electronic tablets), other computer software/hardware and servers.





Skillet also uses various forms of “electronic communication.” “Electronic communications” include e- mail, text messages, and other forms of communication through telephones, cell phones and other handheld devices (including but not limited to smartphones and electronic tablets), fax machines, and online services including the Internet.

“Electronic information” is any information created by a Skillet Employee using computers or any means of electronic communication, including but not limited to, data, messages, multimedia data, and files.

Computers and other electronic devices provided or made available to you by Skillet and all data transmitted through Skillet systems (including such data transmitted through non-Skillet devices/technology) are Skillet property, owned by Skillet. These items must be maintained according to Skillet rules and regulations. Computers must be kept clean and Skillet Employees must exercise care to prevent loss and damage. Prior authorization must be obtained before any Skillet property may be removed from the applicable premises.

Violation of any of the provisions of this policy, whether intentional or not, will subject Skillet Employees to disciplinary action, up to and including termination.

### **Monitoring of Company Property**

Skillet computers and all electronic communications and electronic information transmitted using Skillet systems (including information and communications transmitted through Skillet systems using a personal device) are subject to monitoring and no one should expect privacy regarding such use. Skillet reserves the right to access, review and monitor electronic files, information, messages, text messages, e-mail, Internet history, browser-based webmail systems and other digital archives and to access, review and monitor the use of computers, software, and electronic communications to ensure that no misuse or violation of Skillet policy or any law occurs to the fullest extent allowed by applicable law. E-mail may be monitored by Skillet and there is no expectation of privacy.

While Skillet Employee passwords are used for purposes of security, the use of a password does not affect Skillet’s ownership of the electronic information or ability to monitor the information. Skillet may override a Skillet Employee’s password for any reason.

### **Prohibited Use**

All existing Skillet policies apply to Skillet Employee use of computers, electronic communications, electronic information, and the Internet. It is a violation of Skillet policy to use computers, electronic communications, electronic information, or the Internet, in a manner that violates our Equal Employment Opportunity Policy; constitutes copyright or trademark infringement; violates software licensing rules; is illegal; or is against other Skillet policies. It is also a violation of policy to use computers, electronic communications, electronic information, or the Internet to communicate confidential and proprietary information as set forth in our Confidentiality Policy, below.



The display or audio of any kind of sexually explicit multimedia content, message, or document on any Skillet computer is a violation of the Skillet's policy against sexual harassment. This description of prohibited usage is not exhaustive, and it is within the discretion of Skillet to determine if there has been a violation of this policy. Skillet Employees that engage in prohibited use may be subject to discipline and/or immediate termination.

This policy is not intended to limit the ability of Skillet Employees to discuss with other Skillet Employees the terms and conditions of their employment, including such topics as wages, job performance, workload, supervisors, or staffing.

**Computer and Internet Use**

- Skillet provides computers, electronic communications, electronic information and information technology resources, including the Internet, to Skillet Employees to help them do their job.
- Skillet recognizes that limited and occasional use of the Skillet Employee's own computers (including handheld devices) and electronic communications may occur during working time.
- Skillet allows such occasional personal use as long as the usage does not interfere with the Skillet Employee's work productivity during work time or violate any Skillet policy.

**Damage or Misuse of Skillet Property**

You are expected to do everything possible to prevent damage to any Skillet property. However, if any damage does occur to any Skillet property, it should be reported immediately to the appropriate manager, with details as to the way damages occurred. Unreported damage or damage caused by negligence of Skillet Employees may be cause for disciplinary action, up to and including termination of employment.

**Return of Company Property**

Skillet Employees are responsible for all Skillet property, materials, or written information, including passwords for electronic equipment, networks, websites, or email, issued to them or in their possession or control. On or before their last day of work, Skillet Employees must return all Skillet property.

**Skillet Employee Conduct**

**Confidentiality of Business Records and Information**

Skillet requires that you maintain the highest degree of confidentiality when handling any confidential or non-public matters related to Skillet. In the course of your work, you may learn personal and confidential information about other employees, vendors, customers, or other third parties. You may also learn confidential information regarding Skillet's business practices, finances, trade secrets, marketing, customer lists and so on. You must maintain confidentiality of such information, even after you leave our employ. No one is permitted to remove or make copies of any Skillet's records, reports or documents without prior approval. This provision is not meant to limit any protected activity whether local, State, or Federal. This provision is meant to limit the misappropriation of confidential business records, trade secrets, or otherwise protectable information.





## Conflicts of Interest

All Skillet Employees must avoid situations involving an actual or potential conflict of interest. A conflict of interest is any interest, direct or indirect, that might reasonably be thought to interfere with a Skillet Employee's ability to act solely in the best interests of Skillet. For example, the existence of a personal relationship or romantic relationship (including relatives) with an individual who is employed by a competitor or supplier, or who is your subordinate, supervisor or manager (which includes any person to whom you report directly or indirectly) can create an actual conflict of interest, and accordingly, you must disclose the matter in accordance with the following paragraph. You are considered to report indirectly to anyone to whom your manager reports and to whom their manager(s) report, and so on in the reporting structure. Further, an actual or potential conflict of interest occurs when a Skillet Employee can influence a decision that may result in a personal gain for that Skillet Employee or for a relative of the Skillet Employee as a result of Skillet's business dealings (for example, if an existing or potential vendor or supplier gives you a non-trivial gift).

A Skillet Employee involved in any of the types of relationships or situations described above must immediately and fully disclose the relevant circumstances to his or her manager (unless your manager is the person involved in the potential conflict of interest, in which case, you should report the matter to the Skillet Leadership Team). For a determination about whether an actual or potential conflict of interest exists. (For example, if you receive a non-trivial gift from an existing or potential vendor, you should disclose the circumstances to your manager.) If an actual conflict is determined, Skillet may take whatever corrective action appears appropriate under the circumstances as permitted by applicable law. Failure to disclose facts shall constitute grounds for disciplinary action, up to and including termination.

## Dress Codes and Standards of Appearance

The Skillet Group is comprised of a strong team of professionals whose goal is to offer the industry the highest standards of food and service. A favorable first impression, polite communication, and efficient service, along with great food, are necessary components of Skillet's customer service.

### Uniforms and Dress Codes

It is Skillet's Policy that an uncompromising level of cleanliness and professionalism is always essential. Attention to proper dress and grooming is necessary, including:

- **Discreet Clothing** – No clothing that reveals cleavage, midriffs, or armpits.
- **Clean Uniform** – Clothes must be clean and wrinkle-free. No ripped, frayed, or torn clothing.
- **Skillet T-shirt** – We will provide three (3) shirts to all full-time employees, and one (1) shirt to all part-time employees following the completion of the Training Period\*. Additional shirts may be purchased at cost.
- **Skillet Hoodies** – are available for purchase and are okay to wear over uniform; no other jackets or hoodies are permitted.
- **Pants** – FOH staff must wear denim pants. BOH staff must wear dark pants; sweatpants are not allowed.
- **Shoes** – Must be non-slip and clean. No open-toe shoes are allowed.
- **Aprons** – BOH must wear the Skillet-provided apron in its upright position.
- **Jewelry** – Should be discreet and kept to a minimum, no more than one ring, bracelet, or watch. No pins or badges.

- **Hair** – Must be clean, groomed, and off the face. Facial hair must be clean-shaven or well-groomed. BOH must always wear a hair restraint and a beard restraint for any facial hair longer than one-half (½) inch. Plain black baseball caps or hairnets are always required while working in the kitchen.

**Important Exception** – These guidelines are general in nature and applicable to all genders. However, these policies are not meant to prohibit, or interfere with any individuals sincerely held religious beliefs, or other protected characteristics that may otherwise be in conflict with these policies. Should any part of the dress code be a concern to you in these regards please communicate directly with Skillet HR, to determine what accommodation, if any, is possible.

**Proper Hygiene** – All staff must maintain a professional grooming standard. This includes showering regularly, having fresh breath, having clean and groomed hair, a clean-shaven or well-groomed facial hair, being odor free from cologne or cigarettes, and washing hands before the start of work and constantly thereafter. Proper hygiene is an essential part of each employee's position. If an employee exhibits poor hygiene they may be sent home, or be subject to disciplinary action as appropriate.

**Training Period\*** – All staff when first hired will not receive Skillet branded shirts until after the successful completion of thirty (30) days employed. The required attire listed above will be the same except for the Skillet T-shirt. New hires must wear plain blue, black, or grey T-shirts.

Failure to arrive at and complete work in the Skillet Dress Code will result in disciplinary action, including verbal warnings, written warnings, or termination.

## Hygiene

Skillet expects the following of Skillet Employees:

- Wear clean clothes.
- Wash your hands immediately after using the restroom, and again upon returning to your workstation.
- If you have open cuts or wounds on your hands, inform your manager in charge and wear a proper bandage and a disposable glove regardless of your assigned position.
- You should not chew gum or tobacco at work.
- When working: keep your fingernails short and unpolished, and if your hair is shoulder length or longer, pull it back away from your face, preferably into a braid or bun.

## Photography and Videotaping Policy

We at Skillet are so proud of our team, our food, and the great things that take place in our restaurants. For promotion or training purposes, we may occasionally video or photograph some of the things that happen around our restaurants. If you are in any way uncomfortable with being videotaped or photographed or having these pictures utilized for internal or external purposes, please inform Skillet Management and we will exclude you from these photos or video recordings. Otherwise, by your presence at the restaurant, you are agreeing to be included in such photography, videotaping, and recording and agree to our use of these materials for commercial purposes.

## Employee Dating Policy

Skilllet strongly believes that a work environment where employees maintain clear boundaries between employee personal and business interactions is necessary for effective business operations. Dating a fellow employee raises several concerns already addressed in this handbook including conflicts of interest, sexual harassment, quid pro quo discrimination etc. Although this policy does not prevent the development of friendships or romantic relationships between co-workers, it does establish boundaries as to how relationships are conducted during working hours and within the working environment.

**Supervisors and Managers Prohibited from Dating Employees:** Individuals in supervisory or managerial roles and those with authority over others' terms and conditions of employment are subject to more stringent requirements under this policy due to their status as role models, their access to sensitive information, the inherent power imbalance in the potential relationship, and their ability to affect the employment of individuals in subordinate positions.

- Skilllet generally prohibits anyone in a supervisory or managerial role from dating or engaging in an intimate relationship with any employee who reports to them. A supervisor, manager, executive or other company official in a sensitive or influential position with Skilllet must disclose the existence of a romantic or sexual relationship with another co-worker. Disclosure may be made to the individual's immediate supervisor, or the director of HR. Skilllet will review the circumstances to determine whether any conflict of interest exists and what steps may be taken to eliminate any potential risk. Skilllet will work with the parties involved to consider options for resolving the problem. The initial solution may be to make sure the parties no longer work together on matters where one is able to influence the other or take action for the other. Matters such as hiring, firing, promotions, performance management, compensation decisions and financial transactions are examples of situations that may require reallocation of duties to avoid any actual or perceived reward or disadvantage. In some cases, other measures may be necessary, such as transfer of a party to other positions or departments. Typically, such steps will be directed at the supervisor or manager first.

A supervisor or manager who repeatedly engages in such relationships with employees, or fails to timely disclose them as directed here may be subject to discipline, up to, and including termination.

### Procedures

- During working time and in working areas, employees are expected to conduct themselves in an appropriate workplace manner that does not interfere with others or with overall productivity.
- During nonworking time, such as lunches, breaks, and before and after work periods, employees engaging in personal exchanges in nonwork areas should observe an appropriate workplace manner to avoid offending other workers or putting others in an uncomfortable position.
- Employees are strictly prohibited from engaging in physical contact that would in any way be deemed inappropriate in the workplace by a reasonable person while anywhere on company premises, whether during working hours or not.

- Employees who allow personal relationships with co-workers to adversely affect the work environment will be subject to Skillet's disciplinary policy, including counseling for minor problems. Failure to change behavior and maintain expected work responsibilities is viewed as a serious disciplinary matter.
- Employee off-duty conduct is generally regarded as private, as long as such conduct does not create problems within the workplace. An exception to this principle, however, is romantic or sexual relationships between supervisors and subordinates.
- Failure to cooperate in good faith with Skillet to resolve a conflict or problem caused by a romantic or sexual relationship between co-workers or among managers, supervisors or others in positions of authority in a mutually agreeable fashion may be deemed insubordination and result in disciplinary action up to and including termination.
- The provisions of this policy apply regardless of the sexual orientation or expressed gender of the parties involved.
- Where doubts exist as to the specific meaning of the terms used above, employees should make judgments based on the overall spirit and intent of this policy.

Any concerns about the administration of this policy should be addressed to the HR department.

## Drug & Alcohol Policy

Skillet is a drug-free workplace. The company policy explicitly prohibits the use, possession, solicitation for, or sale of narcotics or other illegal drugs, marijuana, alcohol, or prescription medication without a prescription while present on Company or customer premises while performing an assignment.

Being impaired or under the influence of legal or illegal drugs or alcohol while on Company or customer premises is strictly prohibited. Impairment or influence adversely affects an employee's work performance, the safety of the employee or of others, and puts the company and its reputation at risk.

The Company may ask an employee to submit to a drug and/or alcohol test at any time it feels that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity, unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol, negative performance patterns, or excessive and unexplained absenteeism or tardiness. Additionally, any employee involved in an on-the-job accident or injury under circumstances that may suggest possible use or influence of drugs or alcohol may be asked to submit to a drug or alcohol test.

If an employee fails a test for drugs or alcohol or if an employee refuses to submit to a request, the employee may be subject to appropriate disciplinary action, up to and possibly including dismissal. In such a case, the employee will be given an opportunity to explain the circumstances prior to any final employment action becoming effective.

Skillet will encourage and reasonably accommodate Skillet Employees with alcohol or drug dependencies to seek treatment and/or rehabilitation in accordance with applicable law. Skillet Employees desiring such assistance should request a treatment or rehabilitation leave. Skillet is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of drug or alcohol use, nor is Skillet obligated to re-employ any person who has participated in

treatment and/or rehabilitation if that person's job performance remains impaired because of dependency. Additionally, Skillet Employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, may not be given a second opportunity to seek treatment and/or rehabilitation.

## Smoking and Vaping

To provide a safe and comfortable working environment for all Skillet Employees, smoking is strictly prohibited inside any Skillet restaurant and office. In accordance with state law, smoking may be prohibited within 25 feet of any entrances, exits, windows that open and ventilation intakes, which may apply to both Skillet Employees and Guests. Please note that Skillet Employees who smoke do not receive extra break times. Electronic cigarettes are not allowed to be smoked within Skillet premises and must follow the same restrictions as tobacco cigarettes.

## Performance Counts

You are expected to make every effort to learn your job and to perform at a level satisfactory to Skillet. Consistent failure to do so may result in disciplinary action, up to and including termination.

## Prohibited Use of Cell Phone While Driving

In the interest of the safety of our Skillet Employees and other drivers, Skillet Employees are prohibited from using cell phones (including all smartphones) while driving on Skillet business. (This includes the need to go to the restaurant or other restaurants to get products needed for the restaurant.). Under no circumstances should Skillet Employees place phone calls or send text messages while operating a motor vehicle while driving for Skillet business. Violating this policy is a violation of law and a violation of Skillet's rules.

Writing, sending, or reading text-based communication – including text messaging, instant messaging, e-mail, web browsing and use of smartphone applications – on any wireless device or cell phone while driving for Skillet business or during company time is also prohibited under this policy. Violating this policy is grounds for discipline, up to and including termination, and may be a violation of the law.

## External Communications & Social Media Policy

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

The same principles and guidelines found in this Employee Handbook and Skillet policies apply to your activities online. Ultimately you are solely responsible for what you post online. Carefully read these guidelines, the Employee Handbook, and other Skillet policies and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks and harassment that violate our EEO or Discrimination, Harassment and Retaliation Prevention

policies, and threats of violence or similar unlawful conduct, will not be tolerated and may subject you to disciplinary action, up to and including termination. Similarly, our Confidentiality Policy applies to this Policy.

**Important Exception:** These items listed are for actions that do not relate to lawful, protected activity. These prohibitions do not, and are not intended to interfere with, restrain, or prevent employee communications regarding wages, hours, silence future activity, or other terms and conditions of employment or to otherwise interfere with employees' rights under the National Labor Relations Law or any other protected speech. The Company will not construe this policy in a way that limits such rights.

### **Using Social Media at Work**

Refrain from using social media for non-work related purposes while on working time (which does not include non-working time such as meal times or breaks).

### **Media Contacts**

All media inquiries seeking an official comment from Skilllet should be directed to the Leadership team.

## **Solicitation and Distribution**

To assure a productive and harmonious work environment, persons not employed by Skilllet may not solicit or distribute literature in the workplace at any time for any purpose. Skilllet recognizes that Skilllet Employees may have interests in events and organizations outside the workplace; however, Skilllet Employees may not solicit or distribute literature concerning these activities during working time, nor may they sell food, candy, raffle tickets etc. during this time. (Working time does not include lunch periods.) This policy also prohibits solicitations via Skilllet's e-mail and other telephonic communications systems.

## **Health & Safety**

All Skilllet Employees are responsible for their own safety, as well as the safety of others in the workplace. To help us maintain a safe workplace, everyone must be safety-conscious at all times. Skilllet Employees must report all work-related injuries or illnesses immediately to their manager. In compliance with applicable law, and to promote the concept of a safe workplace, Skilllet maintains an Injury and Illness Prevention Program.

At Skilllet, the safety of every Skilllet Employee is very important. We strive to create a safe and healthy workplace free of hazards, and safety starts with each Skilllet Employee. If injured, you are required to report injuries, seek treatment, and comply with specific medical recommendations in accordance with applicable law. Skilllet Employees working in a restaurant location or with Skilllet food or beverage agree to report to their General Manager current and future symptoms, including:

- Fever
- Sore throat with fever
- Vomiting
- Diarrhea
- Jaundice

- Lesion (such as boils and infected wounds, however small) containing pus on the hand, wrist or any exposed body
- Current and Future High-Risk Conditions of Typhoid fever (*Salmonella typhi*), Shigellosis (*Shigella* spp.), Shiga toxin-producing *Escherichia coli* infection (*Escherichia coli* 0157:H7), or Hepatitis A (Hepatitis A virus)
- Exposure to or suspicion of causing any confirmed outbreak of Typhoid Fever
- Shigellosis, Shiga toxin-producing *Escherichia coli* infection, or Hepatitis A
- A household Employee diagnosed with Typhoid fever, Shigellosis, illness due to Shiga toxin-producing *Escherichia coli* infection, or Hepatitis A
- A household Employee attending or working in a setting experiencing a confirmed outbreak of Typhoid fever, Shigellosis, Shiga toxin producing *Escherichia coli* infection or Hepatitis A

All Skillet Employees must comply with the reporting requirements specified above involving symptoms, diagnoses and high-risk conditions and work restrictions or exclusions that are imposed upon Skillet Employees. Skillet Employees may be required to stay home depending on the symptoms and conditions, consistent with providing high quality food in a safe environment and other applicable laws. All Skillet Employees must follow good hygienic practices. Failure to comply with the terms of this policy could lead to action by Skillet or the applicable Department of Health that may jeopardize employment.

## Security

Skillet has developed guidelines to help maintain a secure workplace. Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas. Report any suspicious persons or activities to security personnel. Do not leave valuable and/or personal articles in or around your workstation that may be accessible. The security of facilities as well as the welfare of our Skillet Employees depends upon the alertness and sensitivity of every individual to potential security risks. You should immediately notify your manager when unknown persons are acting in a suspicious manner in or around the facilities, or when keys, security passes, or identification badges are missing.

## Alcohol Awareness Policy

The Company is granted the privilege of serving alcohol. It is our responsibility to take all reasonable steps to prevent alcohol over-consumption. As a server or Manager:

1. Do not serve anyone under the age of 21.
2. You are required to ask to see picture id for anyone who looks under 30.
3. Know and identify the drinking levels of guests.
4. Handle guests tactfully and knowledgeably who are approaching or are at dangerous levels of consumption.
5. Cut off service to an intoxicated guest.
6. Prevent someone who is intoxicated from driving.
7. Do not "stack" drink sales, i.e., sell more than one drink to an individual at one time.
8. Supply complimentary coffee or soda to a guest who needs or requests it to help prevent over-consumption.

## Beware of Minors

### **Bona Fide ID**

A bona fide I.D. is one card that contains all of these:

- 1. Issued by a Government agency (federal, state, county, or city)
- 2. Name of the person
- 3. Date of Birth
- 4. Physical description
- 5. Photograph
- 6. Currently valid (not expired)

### **Decoy Program**

- Must be under the age of 20
- Must appear to be under the age of 21
- Must either carry their own I.D. or no I.D.
- If carrying I.D., must show it if asked
- Decoy must answer truthfully any question about their age
- Officer shall make reasonable try to have decoy identify seller face to face
- Refusing Service to Minor
- Advise a Manager
- Be courteous, but firm – don't embarrass patron
- Don't bargain or back down
- Arrange for a safe ride
- Document the incident

### **F-L-A-G SYSTEM FOR CHECKING I.D.**

This is considered a good faith effort:

If a patron looks under the age of 30, say "I will need to see your I.D., please."

Make sure they (not you) remove it from their wallet, don't look at it through a protected wallet insert.

**F – FEEL** for lumps or bumps where information has been cut or pasted on. Don't accept I.D. cards with unofficial or tampered with laminations.

**L – LOOK** for the Washington State Seal hologram – fakes have metallic flakes that imitate a hologram. Look for alterations at the birth date area. The year we're looking for right now is '83. Know this! Look at the photo. If the picture does not closely resemble the person, don't accept. Make sure to actually read the physical description – sex, height, weight, etc. Do not accept expired I.D. cards. A signature on a real Washington I.D. is smaller than normal.

**A – ASK** questions. What's your zip code? What's your birthday? What month were you born? (Remember, decoys must answer honestly) May I see another piece of I.D. with your name on it?

**G – GIVE BACK** If the I.D. passes the above test, then give back. If it doesn't, or you are still not convinced and think the person is under 21, still give it back and refuse to serve them. We could have legal problems if we seize a person's property.



Even if someone shows you a valid I.D. in fact, but you are not convinced, you can refuse to serve them. Drinking is not a right - it's a privilege. If someone is obviously drunk and we refuse service, we are still required to either find a safe ride for them or inform the authorities. The restaurant and the drunken patron can be fined just for being on the premises – even if we're not serving them. They must leave.

## **Intoxicated or Obnoxious Guests**

In the unfortunate event that a guest becomes intoxicated, there are certain steps that should be taken to handle the situation. We want to let the guest know that we have their best interest and safety in mind. Always follow company guidelines for responsible alcohol management:

- 1. Be proactive with alcohol management. Learn to prevent rather than to react.
- 2. Actively work the bar areas. Talk to your guests. Be aware of the signs of intoxication.
- 3. Encourage employees to report to you any potential problems with a guest who is drinking.
- 4. Monitor the behavior of the bar and its atmosphere (group celebrating, drinking shooters, loud, rowdy, etc.).
- 5. Develop a rapport with local police to let them know that your intention is to run a responsible liquor operation. This will help build their support should you ever need it.

If a guest is intoxicated on entrance to one of our restaurants you are not to serve them alcohol. You should immediately contact a manager and have them assist you in handling the problem.

Any employee who gives or sells any alcoholic beverage to an obviously intoxicated person is guilty of a misdemeanor (Section 25602 of the Washington Business and Professional Code).

### **Intoxicated Guests**

- Get all the facts before approaching the guest; assess the situation.
- Do not embarrass the guest in front of others.
- Never use the word “drunk” to describe the guest’s condition.
- Be polite but firm with the guest. Express concern for his/her safety.
- Offer the guest an alternate choice of beverage or food.
- Ask assistance from the guest's more sober friends, if available.
- Arrange safe transportation for the guest.

### **Obnoxious Guests**

- Be on the lookout for guests who act in an aggressive or obnoxious manner.
- Get the facts before approaching the guest.
- Contain the situation; be polite but firm and assertive.
- Tell the guest that they will be asked to leave if the undesirable behavior continues.
- Never strike or use unnecessary force against a guest. Use only enough force to restrain the guest to prevent others from getting hurt. This is to be used as a last resort.

- If the situation gets out of hand, call the police.

## Personal Belongings

The Company assumes no responsibility or liability for any articles, valuables, or money lost or stolen. Due to limited storage, we request that you bring a minimum of personal belongings to work with you. We also reserve the right to inspect any personal belongings, including purses, bags, backpacks, knives, personal tools, etc., brought to a work site. Personal items are to be stored in designated lockers or areas in each business while on duty.

## Workplace Violence

Skillet has adopted the following workplace violence policy to ensure a safe working environment for all Skillet Employees.

- Skillet has zero tolerance for acts of violence and threats of violence. Without exception, acts and threats of violence, by or against Skillet Employees, are not permitted. All such acts and threats, even those made in apparent jest, will be taken seriously and will lead to discipline, up to and including termination.
- Possession of weapons on Skillet premises, at Skillet-sponsored events, and/or during work hours while not on Skillet premises shall constitute a threat of violence.
- It is every Skillet Employee's responsibility to assist in establishing and maintaining a violence-free work environment. Therefore, each Skillet Employee must report any incident which may be threatening to you or your co-workers or any event which you reasonably believe is threatening or violent. You may report any such incident immediately to any supervisor or manager. A threat includes, but is not limited to, any indication of intent to harm a person or damage Skillet property. Threats may be direct or indirect, and they may be communicated verbally or nonverbally.

- 

## Inspections

Skillet wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, Skillet prohibits the possession, transfer, sale, or use of such materials on its premises and it requires the cooperation of all Skillet Employees in administering this policy.

A Skillet Employee's personal property, including but not limited to lockers, packages, purses, coats, and backpacks, may be inspected upon reasonable suspicion of unauthorized possession of Skillet property, possession of dangerous weapons or firearms, or abuse of Skillet's drug and alcohol policy. It should be noted that all workstations, desks, file drawers, cabinets, and other Skillet equipment and facilities are the property of Skillet and are intended for business use. To protect the safety and property of all our Skillet Employees, Skillet reserves the right to inspect Skillet Employees' desks, cabinets, backpacks, purses, personal computers, personal motor vehicles and any other personal belongings brought onto Skillet property. You are expected to cooperate in any search. You should have no expectation of privacy with respect to items on Skillet property.

Whenever practicable, Skillet will conduct the inspection in the presence of the Skillet Employee working in the location involved. However, in emergencies or other appropriate circumstances, Skillet reserves the right to conduct an inspection

without the presence of the Skillet Employee involved. A refusal to permit an inspection requested by management may result in immediate termination.

Because an inspection might result in the discovery of a Skillet Employee's personal possessions, all Skillet Employees are encouraged to avoid bringing into the workplace any personal property that they do not wish to reveal to Skillet. In addition, for security reasons, Skillet Employees should not leave personal belongings of value in the workplace. Prior authorization must be obtained before any Skillet property may be removed from the premises.

## Employee Incident/Accident Reporting

Our incident/accident reporting company policy is designed to outline the purpose and procedure for reporting any on-the-job accidents. The company is committed to enforcing all health and safety guidelines to avoid such occurrences and expects employees to comply. However, accidents are sometimes inevitable. Our provision, in this case, is to ensure all accidents are reported timely so they can be investigated properly, and preventative measures can be reviewed and reinforced.

### Scope

This accident report policy affects all employees and independent contractors.

### Policy elements

On-the-job accidents that must be reported include any incidents that may cause minor or severe injuries or incidents that are results of negligence or inadequate safety precautions. The victims may be employees who were injured while performing their duties or other people that were on company premises or vehicles. Accidents must be reported as soon as possible to expedite the investigation and increase the likelihood of important findings. The sooner the cause or details of the accident are identified, the sooner the company can establish preventative measures for the future.

What should be reported under the Accident Reporting Policy?

The company encourages employees to report all accidents no matter how minor. Accidents that involve very minor injuries like small cuts, non-extensive bruises, etc., and would not normally require any action on behalf of the company (e.g., the breaking of a drinking glass) do not have to be reported (although employees could report them if they want). On the other hand, accidents that involve (or could have involved) more severe injuries and require investigation and action from the company must be dutifully reported. Employees are obliged to report any of the following:

- Fatalities
- Damage to the head, skull, and face
- Damage to any of the senses (e.g., partial or complete loss of hearing, sight etc.)
- Incapacitation or dislocation of limbs that hinder functionality and movement (including paralysis and amputation)
- Damage to the skin (e.g., extensive burns, bruises, or cuts)
- Blows or injuries to the spine, back, and ribs
- Harm to the nervous system or loss of consciousness through electrocution, hypothermia, etc.
- Poisoning

- Contamination from hazardous substances or transmission of diseases
- Any other injury that requires hospitalization or medical care
- Especially when an employee needs medical coverage, the accident must be reported immediately since insurance benefits may have to be approved after the investigation.
- Employees are also required to report occurrences that may not have involved injuries or victims but could be potentially dangerous in that respect if repeated. These include but are not limited to:
  - Explosions
  - Slippery surfaces
  - Water or gas leaks
  - Inadequate insulation of circuits
  - Collapses of walls, ceilings, etc.
  - Breaking of window glasses or frames

### **Procedure**

When an employee witnesses or is involved in an incident they must report it to their immediate supervisor, HR department (personally, in writing, or by phone if the accident occurred remotely) within 24 Hours. If the employee anticipates an accident due to perceived negligence or inadequate safety, they must notify their supervisors or HR department as soon as possible so the accident can be prevented. Depending on the incident, official forms may have to be completed and submitted.

HR may then do all or any of the following as needed to facilitate the claim:

- Instruct the employee to start an L&I claim form at the time of check-in if seeking medical treatment.
- Inform the employee that sharing a copy of their claim form with Skilllet will expedite the processing of the L&I claim.
- If an employee receives an Activity Prescription from a doctor, follow any requirements.
- If an employee receives a Light Duty Activity Prescription, make every effort possible to accommodate the Light Duty restrictions and allow them to work their scheduled shifts.
- If an employee misses any scheduled shifts due to an Activity Prescription, note the shift(s) and reason for missing (Activity Prescription) on the Payroll Tracking log(s).
- Lastly, leave a detailed note in Asana under shift notes on the day of.
- 
- HR will not retaliate against an employee for reporting safety concerns or otherwise engaging in the L&I (Workers' Compensation) process. If any employee is not satisfied with their supervisors response to a safety concern, or the employee feels as though they are being singled out or retaliated against for reporting a safety concern or sustaining a workplace injury, then the Employee should immediately report such issues to HR.

### **Disciplinary Consequences**

The company places great importance on this policy. All employees are obliged to comply. Any employee that is discovered to have been aware of a serious accident and failed to report it will face appropriate disciplinary consequences. When employees are the cause of an accident, they must report it immediately to minimize legal repercussions.



## Acknowledgement

I have received my copy of the Skillet Employee Handbook dated January 01,2023, including but not limited to the policies of Equal Employment Opportunity, Family and Medical Leave (Appendix A), and Harassment, Discrimination and Retaliation Prevention included therein, together with the state addendum to the Skillet Employee Handbook for the state in which I work. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Skillet Employee Handbook.

I understand and agree that nothing in the Skillet Employee Handbook creates or is intended to create a promise or representation of continued employment and that employment at Skillet is employment at- will; employment may be terminated by either Skillet or myself at any time, with or without cause and with or without notice. My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between Skillet and myself concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations concerning my employment with Skillet.

I understand that except for employment at-will status, all policies or practices can be changed at any time by Skillet. Skillet reserves the right to change my hours, wages, and working conditions at any time. I understand and agree that other than the Chief Executive Officer of Skillet, no manager, supervisor, or representative of Skillet has authority to enter any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Chief Executive Officer has the authority to make any such agreement and then only in writing, signed by the Chief Executive Officer and the Skillet Employee.

Skillet Employee's Signature \_\_\_\_\_

Skillet Employee's Printed Name \_\_\_\_\_

Date \_\_\_\_\_

FG: 101397971.3