

# **Elegant Occasions LLC**

**Elegant Occasions Employee Handbook LLC**

**2021/2022**

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# Core Policies

## 1.0 Welcome

### 1.1 Welcome Policy

Welcome! You have just joined a dedicated organization. We hope that your employment with Elegant Occasions LLC will be rewarding and challenging. We take pride in our employees as well as in the products and services we provide.

The Company complies with all federal and state employment laws, and this handbook generally reflects those laws. The Company also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

The employment policies and/or benefits summaries in this handbook are written for all employees. When questions arise concerning the interpretation of these policies as they relate to employees, please ask questions of your supervisor.

Please take the time now to read this handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The Company reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the work place.

If you have questions about your employment or any provisions in this handbook, contact Human Resources.

We wish you success in your employment here at Elegant Occasions LLC!

All the best,

### 1.2 At-Will Employment

Your employment with Elegant Occasions LLC is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the Company at any time, with or without notice and with or without cause.

Nothing in this handbook or any other Company document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the Managing Partner has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the Managing Partner and employee.

If a written contract between you and the Company is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

## **2.0 Introductory Language and Policies**

### **2.1 Revisions to Handbook**

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including Elegant Occasions LLC policies and procedures. The handbook is not a contract. The Company reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting on company bulletin boards or electronically.

### **2.2 About the Company**

Our company was founded in 1988 as Party Doctors. It was originally strictly a DJ company, and its DJs would arrive to an event in a converted ambulance called a Jambulance! In the late 1990s Party Doctors began offering photography and videography services to their clients to capture a larger market share per event.

In the early 2000's, the company changed its name from Party Doctors to Elegant Occasions to capture more high-end social events like weddings, mitzvahs, corporate events, etc. As the years went by the company started adding additional divisions to specialize in certain areas like Motiv8 for mitzvahs and Affordable Affairs for budget minded photo and video customers. Elegant Occasions was maintained as the Wedding photo, video and DJ specialists and a company called Event Services Group (ESG) was created to maintain the different brands. The company has evolved via development, acquisitions, market trends and various growth opportunities. We operate, manage or own various brands. As of 2022 we will be marketing Events By EO to modernize the Elegant Occasions Brand and elevate clientele for social end users with a strong emphasis on weddings, we will continue development and brand awareness of ESG for planners, cooperation's and DMCs, Motiv8 will become targeted for Mitzvahs and some legacy planners.

Today the company has become the pinnacle of the event industry as an award-winning, full-service event production company and has expanded to include a floral division, a decor division, a fabrication department, specialty talent, and operates Native Event Services to service the Seminole tribe of Florida.

### **2.3 Ethics Code**

Elegant Occasions LLC will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices, always consistent with their duty of loyalty to the Company.

We expect that officers, directors, and employees will not knowingly misrepresent the Company and will not speak on behalf of the Company unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about the Company or operations, or that of our customers or partners, is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to privacy).

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

### **2.4 Mission Statement and Our Vision**

#### **Our Mission**

Our mission is to be the creators, innovators, and executors of events, by providing experiences and memories that people will never forget!

#### **Our Vision**

We strive to have the longest employee and client retention in the industry - with the hardest working and most creative team in order to provide an event experience that everyone is proud of.

## **2.5 Core Values**

- One event takes a dedicated team.
- Create events with minimum stress internally and on our clients.
- If you can imagine it, we can do it.
- The key to success is clarity.
- Be proactive.
- Honesty for real progress.
- Win every day, have fun, and celebrate often.
- Embrace failure, learn, and move forward.
- Respect is earned.

## **3.0 Hiring and Orientation Policies**

### **3.1 Conflicts of Interest**

Elegant Occasions LLC is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor to the Company, you must disclose it to your manager. If an actual or potential conflict of interest is determined to exist, the Company will take such steps as it deems necessary to reduce or eliminate this conflict.

### **3.2 New Hires and Introductory Periods**

The first 90 days of your employment is considered an introductory period. During this period, you will become familiar with Elegant Occasions LLC and your job responsibilities, and we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Your introductory period with the Company can be shortened or lengthened as deemed appropriate by management and Human Resources. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

### **3.3 Employment Authorization Verification**

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with Elegant Occasions LLC. If you are currently employed and have not complied with this requirement or if your status has changed, inform your manager.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Company.

### **3.4 Disability Accommodation**

Elegant Occasions LLC complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the Company will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your manager. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the Company will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from

your medical provider. All medical information received by the Company in connection with a request for accommodation will be treated as confidential.

The Company encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the Company is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

The Company will not discriminate or retaliate against employees for requesting an accommodation.

### **3.5 EEO Statement and Non harassment Policy**

#### Equal Opportunity Statement

Elegant Occasions LLC is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), marital status, race, national origin (including ancestry), disability, creed, religion, genetic information, HIV status, military or veteran status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination and all other terms conditions and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your manager or any other designated member of management.

#### Policy Against Workplace Harassment

Elegant Occasions LLC has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), marital status, race, national origin (including ancestry), disability, creed, religion, genetic information, HIV status, military or veteran status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

#### Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;

- Sexual innuendo and other vocal activity such as catcalls or whistles.
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature.
- Repeated requests for dates after being informed that interest is unwelcome.
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency.
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

#### Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's age (40 and older), sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), marital status, race, national origin (including ancestry), disability, creed, religion, genetic information, HIV status, military or veteran status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories.
- Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

#### Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify any senior partner or any member of upper management.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

### **3.6 Religious Accommodation**

Elegant Occasions LLC is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees may request an accommodation when their religious beliefs cause a deviation from the Company dress code or the individual's schedule, basic job duties, or other aspects of employment. The Company will consider the request, but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation. At no time will the Company question the validity of a person's belief.

If you require a religious accommodation, speak with your manager.



## **4.0 Wage and Hour Policies**

### **4.1 Introduction to Wage and Hour Policies**

At Elegant Occasions LLC, pay depends on a wide range of factors, including pay scale surveys, individual effort, profits, and market forces. If you have any questions about your compensation, including matters such as paid time off, commissions, overtime, benefits, or paycheck deductions, speak with your manager.

### **4.2 How to Request Days Off**

All employees MUST request time off via our scheduling app, When I Work (even unpaid time off) with the following time notice:

- 3 or more consecutive days- 3 months prior
- 2 consecutive days- may be submitted 30 days prior
- Single days- may be requested 2 weeks prior
- Emergency Personal & Sick Days- If employee has them available, 1 hour prior to scheduled time.

DO NOT MAKE PLANS until approval has been given for vacation. Vacation approvals during our season are very rare and limited so allow additional notice, season can be confirmed with management.

It is the employee's responsibility to verify the vacation, sick/personal days on their paycheck are accurate. We will only audit one pay period so please check each pay check. Should an employee be terminated or resign there will be no financial benefit for any unused vacation or sick days.

Employees that are requested for events will review the event requirements for that day requested in addition to prior trends, this will affect approval for a day off. It is understood that if an employee is already on a client's contract for the requested day off or current event schedule is near capacity on the requested day(s) will be declined unless that of the request is that of the most extreme circumstances and the employee speaks with management PRIOR to putting in the request. All employees are expected to have their work taken care of or covered during their requested time off.

### **4.3 Attendance Policy**

If you know ahead of time that you will be absent or late, provide reasonable advance notice to your manager. You may be required to provide documentation of any medical or other excuse for being absent or late where permitted by applicable law.

In the event that an employee has exceeded their paid time off (including vacation, sick pay, or floating holiday) and they call out or miss a scheduled work day that was NOT previously approved, the missed day will be considered an unexcused absence. Two (2) unexcused absences in a 90-day period will result in disciplinary action.

Elegant Occasions LLC reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences where permitted by applicable law. Absences resulting from approved leave, vacation, or legal requirements are exceptions to the policy.

### **4.4 Direct Deposit**

Elegant Occasions LLC encourages all employees to enroll in direct deposit. If you would like to take advantage of direct deposit, ask payroll for an application form.

If you have selected the direct deposit payroll service, a written explanation of your deductions will be given to you on payday described in the preceding sections in lieu of a check.

### **4.5 Job Abandonment**

If you fail to show up for work or fail to call in with an acceptable reason for the absence for a period of three consecutive days, you will be considered to have abandoned your job and voluntarily resigned from Elegant Occasions LLC.

### **4.6 Pay Period**

At Elegant Occasions LLC, the standard pay period is biweekly for all employees. Pay dates are every other Friday. If a pay date falls on a holiday, you will be paid on the preceding workday. Special provisions

may be required from time to time if holidays fall on pay dates. Check with your Manager if this type of date arises.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy. If you find an issue, report it to your manager immediately.

#### **4.7 Paycheck Deductions**

Elegant Occasions LLC is required by law to make certain deductions from your pay each pay period, including deductions for federal income tax, Social Security and Medicare (FICA) taxes, state income taxes, state unemployment taxes, state disability insurance taxes, and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. Permissible deductions for exempt employees may also include, but are not limited to, deductions for full-day absences for reasons other than sickness or disability and certain disciplinary suspensions. You may also authorize certain voluntary deductions from your paycheck where permissible under state law. Your deductions will be reflected in your wage statement. If you have any questions about deductions from your pay, contact your manager.

The Company will not make deductions to your pay that are prohibited by federal, state, or local law. Review your paycheck for errors each pay period and immediately report any discrepancies to your manager.

You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

The Company will not retaliate against employees who report erroneous deductions in accordance with this policy.

#### **4.8 Overtime**

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your manager.

At certain times Elegant Occasions LLC may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, bonus hours, and sick leave days do not count as time worked for computing overtime.

#### **4.9 Deferred Hours**

Any hourly employee may request with bookkeeping, prior to payroll processing, overtime hours to be deferred. These hours will be added to the PTO section of your check labeled deferred hours. These will be paid at your overtime rate.

Deferred hours are property of the employee and never expire until used. Upon termination any unused deferred hours will be paid in full on employees' final check. This policy is established to assist hourly employees with the ability to balance their compensation throughout the year due to the seasonal nature of our business. Employees may also use deferred hours as additional days off paid, upon approval. Under certain circumstances, these hours may need to be paid out by the end of the year.

#### **4.10 Recording Time**

Elegant Occasions LLC is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees. To ensure that the Company has complete and accurate time records and that employees are paid for all hours worked, nonexempt employees are required to record all working time using Company punch clock. Exempt employees may also be required to track days or time worked.

Speak with your Manager for specific instructions.

You must accurately record all of your time to ensure you are paid for all hours worked and must follow established Company procedures for recording your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work, before your meal period.
- Immediately before resuming work, after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work.

Notify payroll of any pay discrepancies, unrecorded or mis recorded work hours, or any involuntarily missed meal or break periods.

Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." If you falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including termination. Immediately report to your supervisor or appropriate department any employee, supervisor, or manager who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock.

#### **4.11 Use of Employer Credit Cards**

All employees in the possession of a credit card issued by Elegant Occasions LLC will adhere to the strictest guidelines of responsibility for the protection and proper use of that card. Credit card purchases related to Company vehicle use (gas, oil, etc.) under \$100 do not require prior approval. Credit card purchases for use over \$100 and any other business purchases over \$25 must receive prior approval from your manager.

Submit all sales receipts generated by use of the Company credit card weekly to bookkeeping or accounting. Your Company credit card may not be used for personal reasons. Use of the Company credit card is restricted to approved business-related expenses.

Any unauthorized purchases made with a credit card issued by the Company will be the cardholder's responsibility. You must reimburse any such purchase to the Company by the next payroll.

Immediately report lost or stolen Company cards to your manager. Failure to follow this policy may result in disciplinary action up to and including discharge.

#### **4.12 Accommodations for Nursing Mothers**

Elegant Occasions LLC will provide nursing mothers reasonable unpaid break time to express milk for their infant child(ren) for up to one year following the child's birth.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from co-workers and the public.

Expressed milk can be stored in company refrigerators, or in a personal cooler. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator.

Break time should, if possible, be taken concurrently with any other break time already provided. If you are nonexempt, clock out for any time taken that does not run concurrently with normally scheduled rest periods.

You must make reasonable efforts to not disrupt Company operations.

You are encouraged to discuss the length and frequency of these breaks with your manager.

This policy applies only to employees classified as nonexempt under the Fair Labor Standards Act.

## **5.0 Performance, Discipline, Layoff, and Termination**

### **5.1 Resignation Policy**

Elegant Occasions LLC hopes that your employment with the Company will be a mutually rewarding experience; however, the Company acknowledges that varying circumstances can cause you to resign employment. The Company intends to handle any resignation in a professional manner with minimal disruption to the workplace.

#### Notice

The Company requests that you provide a **minimum** of two weeks' notice of your resignation. Provide a written resignation letter to your manager. If you provide less notice than requested, the Company may deem you to be ineligible for rehire, depending on the circumstances of the notice given.

The Company reserves the right to provide you with pay in lieu of notice in situations where job or business needs warrant.

#### Final Pay

The Company will pay separated employees in accordance with applicable laws and other sections of this handbook.

Notify the Company if your address changes during the calendar year in which resignation occurs to ensure tax information is sent to the correct address.

#### Return of Property

Return all Company property at the time of separation. Failure to return some items may result in deductions from your final paycheck where state law allows. In some circumstances, the Company may pursue criminal charges for failure to return Company property.

### **5.2 Criminal Activity/Arrests**

Elegant Occasions LLC will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by the Company, whether on or off Company property, may result in disciplinary action including suspension or termination of employment.

You are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled may lead to disciplinary action, up to and including termination of employment, for violation of an attendance policy or job abandonment.

### **5.3 Exit Interview**

You may be asked to participate in an exit interview when you leave Elegant Occasions LLC. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist the Company in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

### **5.4 Employee Relations**

The employer believes that the work conditions, wages and benefits it offers to its employees are highly competitive or exceed those offered by other employers in this area and in this industry. If employees have any concerns about work conditions or compensations, they are strongly encouraged to voice these concerns directly to their supervisor.

We believe that the company has amply demonstrated its commitments to responding effectively to all employee concerns. Based on a variable of reasons, including education, responsibilities, experience, skill set, and length of employment. Employees' compensation may vary. It is understood that similar positions in any work environment can fluctuate in rate of pay from person to person.

### **5.5 Open Door/Conflict Resolution Policy**

Elegant Occasions LLC strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the workplace to the attention of your manager and, if necessary, to Human Resources or upper-level management. To help

manage conflict resolution we have instituted the following problem-solving procedure:

If you believe there is inappropriate conduct or activity on the part of the Company, management, its employees, vendors, customers, or any other persons or entities related to the Company, bring your concerns to the attention of your manager at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate Manager. If you have already brought this matter to the attention of your manager before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to Human Resources or upper-level management. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

## **5.6 Grievance Procedure**

A written statement as to the disagreement of the circumstance can be written up. A meeting can be escalated with one of the owners and the manager who did the write up along with the employee who was written up. The ONLY time that a grievance will be deemed accepted and write destroyed would be in the event of a manager being dishonest with the entire circumstance.

## **5.7 Post-Employment References**

Elegant Occasions LLC policy is to confirm dates of employment and job title only. With written authorization, the Company will confirm compensation. Forward any requests for employment verification to Human Resources.

## **5.8 Standards of Conduct**

Elegant Occasions LLC wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, clients, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge employees for any reason permitted by law.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on Company property (including in Company vehicles), or on Company business.
- Inaccurate reporting of the hours worked by you or any other employees.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the Company or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
- Taking or destroying Company property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or customer.
- Disclosure of Company trade secrets and proprietary and confidential commercially sensitive information (i.e., financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the Company or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.

- Smoking in non-designated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on Company premises during working hours.
- Failure to dress according to Company policy.
- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
- Engaging in outside employment that interferes with your ability to perform your job at this Company.
- Gambling on Company premises.
- Lending keys or keycards to Company property to unauthorized persons.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

## **5.9 Disciplinary Process**

Violation of Elegant Occasions LLC policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The Company encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Company is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your manager will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the Company is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

## **6.0 General Policies**

### **6.1 Office Policies & Terms**

#### **Work Schedules**

Work schedules for part time employees vary throughout our organization. Supervisors will advise employees of their individual work schedule. Based on staffing needs and operational demands, variations in starting and ending times, as well as variations in the total hours that employees may be scheduled can be changed at management's discretion.

Employees are expected to arrive to work (5) minutes prior to their scheduled work time. We are an event company which requires various schedules 7 days a week. If an employee does not want to be considered to work events, they may request an Event Exception form. The company will evaluate this request and determine if their current position is omitted, restructured, or altered. Please refer to our policy "How to request days off" in section 4.2.

#### **Lunch and Rest Periods**

Elegant Occasions LLC strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your Manager regarding procedures and schedules for rest and meal breaks. The Company requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your manager know; in addition, notify your manager as soon as possible if you were unable to or prohibited from taking a meal or rest period.

Company closes daily from 12:30pm- 1:30pm M-F for lunch. In the event your responsibilities are time sensitive for that day you may alter your lunch time accordingly to accommodate immediate needs, you

must notify the appropriate supervisor and the front desk so we may notify clients or department heads on when to expect you.

- **Full time** team members are permitted up to an hour for lunch.
- **Part-time** team members, are permitted a (30) minute lunch break when working less than 5 hours per day.
- Any employee paid hourly, not salary, must be off the clock during their lunch.

### **Electronic Monitoring**

It is understood that only on an executive level, employer monitors electronically all aspects of the business, including, but not limited to; surveillance cameras, voice mail, e-mail, packages and or paper mail addressed to office. In order to best serve our clients, without notification, executive listening may randomly be performed on phone calls. In the event a call is an obvious personal conversation, employer will terminate listening within 2 seconds.

### **Nonsmoking Policy**

Elegant Occasions LLC is concerned about the effect that smoking and secondhand smoke inhalation can have on its employees and clients. Smoking in the office, client areas, and restrooms is prohibited.

## **6.2 Simple Office Rules**

The conduct of our staff is a direct reflection on the company. It is sometimes difficult to explain why certain policies are implemented without going into detail. An item an individual may think is not an issue can have a tremendous ripple effect on the business and reputation of the company. There are many eyes on our office at any given time. Although difficult to meet every person's expectation, these policies have been set up after years of trial and error, and for the most part, you should exceed most people's expectations. We entrust you, the employee, to follow our rules so we achieve the respect and professionalism that we strive for. Some of the policies are trivial and simple common sense but need to be addressed.

- All staff must enter and exit from front door.
- If an office door is shut and blinds are closed, please **DO NOT KNOCK**, Text the individual **ONLY IF** it is **URGENT**, if the door is cracked or blinds are open you may knock for any question.
- No food is to be thrown away in office garbage's except for the kitchen.
- Smile and be always professional.
- If you are the last to leave you must turn off all air, lights and check every door prior to setting alarm.
- Never tell someone you will call them back and not do it, preferably that day if not then within 24 hours.
- Always answer the phone if you hear more than four rings unless you do not know how to transfer to voice mails.
- Always ask someone in the waiting area if someone is helping them.
- Consultation and conference rooms must be left in order that they were found in without removing any materials.

### **Computer Entries**

Anyone who speaks to any client for any reason is required to place notes into the client account in regard to what was discussed. This note must also identify time, date, who client spoke to and what was the outcome of the conversation. Notes should be short and to the point using abbreviations.

### **Customer, Client, and Visitor Relations**

Elegant Occasions LLC strives to provide the best products and services possible to our customers and clients. Our customers and clients support this business and generate your wages. You are expected to treat every customer, client, or visitor with the utmost respect and courtesy during your working time. You should never argue or act in a disrespectful manner towards a visitor or customer during your working time. If you are having problems with a customer, client, or visitor, notify your manager immediately. If a customer, client, or visitor voices a suggestion, complaint, or concern regarding our products or services, inform your manager or a member of management. Lastly, make every effort to be prompt in following up on customer, client, or visitor orders or questions. Positive customer, client, and visitor relations will go a long way to establishing our Company as a leader in its field.

## **Accepting Money**

Any money received must be logged and tracked as per company procedures.

## **Theft Policy**

In the event of workplace theft this company does prosecute, and the police will be called. Any employee reporting or catching theft will receive 50% of all monies collected from prosecution of the individual.

## **Bonus Policy**

This company does not guarantee annual employee bonuses. Contingent on operations and the success of the year the company may decide to provide a bonus. A determination if a bonus will be paid out for the year will be determined by 12/5 of each year. If any employee, based on a structured employment agreement, or has a pre-established bonus structure based on goals, qualifies for their agreed bonus the annual bonus paid will be either the discretionary decided amount or the pre-structured, the bonus amount will be the greater of the two. If an employee has a structured bonus and did not make their goal this will not exclude them from the discretionary bonus paid.

## **Sales Team Commissions**

Sales staff is required to keep efficient records on all sales that are commissionable. Any contracts that are (3) months or older from the completion of the event when turned in will not be commissionable. Company may from time to time offer promotions or specials that are non-commissionable, in these cases if salesperson upgrades client significantly then sale may become commissionable and should be addressed with the Director of Sales on a case-by-case basis. A commission will not be paid if an original contract is not signed with the correct deposit paid. Each contract should be in its own individual folder. Any commissions that are a split must be noted at time of commission. Any contracts that are not turned in prior to your termination or last day of work, will become property of the company with no commission due. It is the event specialist's responsibility to turn in their spread sheet with the contract folder Monday prior to payroll to the director of sales to sign off on to process. Commissions are paid after execution of event.

## **Sales Team Structured Bonuses**

If an event specialist surpasses their sales from the prior year 1/2 a percent will be paid at the end of year on total sales. A split sale between two people will count as its full amount split equally, for example a \$2,000 sale will count as \$1,000 for each event specialist. Bonuses may be paid out over a 60-day period.

## **Sales Team Following Up**

If you take the time to meet with a client or speak with them on the phone you must call them to follow up **10 days or less** from your contact. We are all busy but this should only take an extra 5 minutes out of your day, if you do it once a week in the morning it will make a difference for everyone. Following up in 10 business days or less is a REQUIREMENT you must note the date time of the follow-up on the original welcome sheet the client filled out when they came in. After your follow-up once if you have not heard back from them or have not been in continued contact this lead MUST be turned over to the Director of Sales to follow-up with. The sooner this is done the better chance of the client booking with us. This will not necessarily remove you from the sale. Only if the client requests to deal with someone else will it be turned over to someone else. Otherwise, the Director of Sales will reestablish the relationship and turn it back over to you.

## **Forfeiture of Commission or Claw Back**

Company may in whole or in part refuse to pay or claw back commission if a sales person is determined to not be maintaining their client properly. Which includes but is not limited to, return their calls, issue necessary information, assuring appropriate internal departments are aware of the sale and have the



correct information, and or pricing sale accordingly under company guidelines.

## **Key Holders**

It is understood that those who receive keys have a tremendous amount of responsibility. Employees with keys are not permitted in the office after the office closes unless prior consent is given. No copies of keys are permitted to be made unless consent is given prior. If someone is found in possession of extra keys or making copies of keys this can be reason for immediate termination. In the event you lose your key, you are obligated to notify an owner immediately. You agree to pay any fees associated to changing locks, company may choose to assist with these fees. As a key holder you are given a personal alarm code. This allows us to see who gained entry in the office and when. You are not permitted to give out your alarm code.

## **Damage to Company Property**

In the event company equipment and/or property is damaged due to normal wear and tear or a simple accident employee will not be held liable to damage if reported immediately to a supervisor. If damage is a result of negligence and the employee may be held liable for 50% of the repair. In the event damage is a result of negligence and company is not told, the employee can be held liable for 100% of the damage.

## **Leaving Office for An Event**

Should an employee have responsibilities that are crucial to our operations they will need to confirm that events and/or operations will not be affected prior to leaving the office for an event. The employee needs to be proactive to make sure there are no issues and communicate to the proper people in the office. Should the employee fail to meet their responsibilities and leave for an event company may determine to not extend during the week events to the employee on a temporary or permanent basis.

### **6.3 Employee Purchases**

Employees may purchase studio shootings, portraits or other items we offer at a discounted rate. An employee whose parent, sibling or child is having an event or a close family member is having an event can see Wayne Labush or Alex Anta prior to them coming in for additional discounts for the services we provide. This must be addressed prior to them sitting with an event specialist and the employee of the company must make us aware of it not the client.

### **6.4 Media**

#### **Still Image & Video Rights**

Company will have the sole and exclusive right to all reproductions and material captured on film video or any other media. In the event such footage is used on a national basis, with the exception of advertising and or promotion, at companies' discretion and when applicable the photographer/ videographer will receive credit along with company for said work. In the event any royalties are paid on such footage company will agree to have an equal split of such royalties with said photographer/ videographer. All entertainers give the company the right to use their likeness for the purposes of marketing and promotions.

#### **Reasonable Care**

It is agreed that employee shall treat all film, video and media material with reasonable care to be defined as follows. No items will be stored in vehicle once image is captured on it. It is agreed that media will be turned in less than (3) days from date of event. The safe keeping of said items should be in company issued bag or brown manila envelopes on your possession at all times until you get home, this includes NOT leaving media in car even to pay for gas. All footage should be stored in a cool dry environment. In the event there was problem with any of your equipment you will let us know immediately.

#### **Liability**

Liability for employees is limited to the non-payment for the service. In the event an extreme failure of equipment could result in lawsuit against company employee agrees to re-shoot said footage if needed.

## **6.5 Authorization for Use of Personal Vehicle**

All employees required to operate a motor vehicle as part of their employment duties must maintain a valid driver's license, acceptable driving record, and appropriate insurance coverage. Elegant Occasions LLC may run a motor vehicle department check to determine your driving record. It is your responsibility to provide a copy of your current driver's license and insurance coverage for your personnel file. Any changes in your driving record, including, but not limited to, driving infractions or changes to your insurance policy, must be reported to the Company.

If you use your personal vehicle in the course and scope of employment, you may not operate such vehicle while:

1. Under the influence of drugs, alcohol, or any other substance that might impair your judgment or ability to drive; or
2. Texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

## **6.6 Computer Security and Copying of Software**

Software programs purchased and provided by Elegant Occasions LLC are to be used only for creating, researching, and processing materials for Company use. By using Company hardware, software, and networking systems you assume personal responsibility for their use and agree to comply with this policy and other applicable Company policies, as well as city, state, and federal laws and regulations.

All software acquired for or on behalf of the Company, or developed by Company employees or contract personnel on behalf of the Company, is and will be deemed Company property. It is the policy of the Company to respect all computer software rights and to adhere to the terms of all software licenses to which the Company is a party.

You may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject you and/or the Company to both civil and criminal penalties under the United States Copyright Act. To purchase software, obtain your manager's approval. All software acquired by the Company must be purchased through the Company.

You may not duplicate, copy, or give software to any outsiders including clients, contractors, customers, and others. You may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered into by the Company.

## **6.7 Employer Sponsored Social Events**

Elegant Occasions LLC holds periodic social events for employees. Be advised that your attendance at these events is voluntary and does not constitute part of your work-related duties. Any exceptions to this policy must be in writing and signed by a manager prior to the event.

Alcoholic beverages may be available at these events. If you choose to drink alcoholic beverages, you must do so in a responsible manner. Do not drink and drive. Instead, please call a taxi or appoint a designated driver.

## **6.8 Employer-Provided Cell Phone/Mobile Device Policy**

Elegant Occasions LLC may issue certain employees a Company cell phone/mobile device for work-related communications and/or operations. If you drive a vehicle during your employment, you may not use any cell phone/mobile device or other communication device while driving unless the device is equipped or configured with a "hands-free" listening/speaking option, and you in fact utilize the hands-free device.

The Company owns and remains entitled to all cell phone/mobile devices issued to employees, including all passwords controlling access to them. You may not change those passwords except with permission. At the time of employment termination, all such equipment and passwords must be returned to the Company in operable condition.

Violation of this policy may result in discipline, up to and including termination of employment.

## **6.9 Personal Cell Phone/Mobile Device Policy**

While Elegant Occasions LLC permits employees to bring personal cell phones and other mobile devices (i.e., smart phones, tablets, laptops) into the workplace, you must not allow the use of such devices to

interfere with your job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity. Thus, you should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. Outside of nonworking time, use of such devices should be minimal and limited to emergency use only. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions on Company property unless authorized in advance by management or when they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

You are expected to comply with Company policies regarding the protection of confidential and proprietary information when using personal devices.

While operating a vehicle on work time, the Company requires that the driver's personal cell phone/mobile device be turned off. If you need to make or receive a phone call while driving, pull off the road to a safe location unless you have the correct hands-free equipment for the device that is in compliance with applicable state laws.

You may connect your personal device to the Company network or to Company equipment (computers, printers, etc.).

You may have the opportunity to use your personal devices for work purposes. Before using a personal device for work-related purposes, you must obtain written authorization from management. The use of personal devices is limited to certain employees and may be limited based on compatibility of technology. If you are authorized to use a personal device, you will receive a monthly stipend based on the estimated use of the device. If you obtain or currently have a plan that exceeds the monthly stipend, the Company will not be liable for the cost difference.

Nothing in this policy is intended to prevent employees from engaging in protected concerted activity under the NLRA.

You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

#### **6.10 Office Telephone Use**

Elegant Occasions LLC office phones are principally for work-related communications. Unless there is an emergency, limit long distance telephone calls to business purposes only. Limit personal use of Company telephones to brief communications during rest periods where possible. Casual conversation with friends and relatives during working hours is strongly discouraged. Telephone use is subject to the Use of Company Technology Policy.

#### **6.11 No solicitation/No distribution Policy**

To avoid disruption of business operations or disturbance of employees, visitors, and others, Elegant Occasions LLC has implemented a Non solicitation/Non distribution Policy. For purposes of this policy, "solicitation" includes, but is not limited to, selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization. Solicitation performed through verbal, written, or electronic means is covered by the Non solicitation/Non distribution Policy.

You are prohibited from soliciting other employees during your assigned working time. For this purpose, working time means time during which either you or the employees who are the object of the solicitation are expected to be actively engaged with assigned work. You may conduct solicitations during your lunch period, coffee breaks, or other authorized nonworking time, so long as you do so when the other employees are also on nonworking time.

To avoid inappropriate litter, clutter, and safety risks, you may not distribute literature or other items that are not work related in working areas at any time. Working areas do not include break/rest areas, lunch rooms, or parking lots. Electronic distribution of materials is prohibited during work time. Literature that violates the company's equal employment opportunity (EEO) and non-harassment policies (including threats of

violence), or is knowingly and recklessly false, is never permitted. Non-employees are not permitted to distribute materials on company premises at any time.

This policy is not intended to restrict the statutory rights of employees, including the right to discuss terms and conditions of employment.

Violations of this policy should be reported to your manager.

### **6.12 Off-Duty Use of Employer Property or Premises**

You may not use Elegant Occasions LLC property for personal use during working time. You are responsible for returning Company property in good condition and repairing or replacing any property damaged as the result of personal use or as the result of negligence. This includes use of copy machines, computers, Company products, or office supplies for personal use without prior authorization.

It is Company policy to control off duty and nonworking hour use of Company facilities either for business or personal reasons. You are prohibited from using Company facilities during off duty or nonworking hours without the written consent of your manager. If you use Company facilities during your off-duty hours or Company off-hours, you may be required to sign a log-in and log-out sheet maintained by the Company or building manager.

### **6.13 Personal Appearance**

Your personal appearance reflects on the reputation, integrity, and public image of Elegant Occasions LLC. All employees are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. This may include wearing uniforms or protective safety clothing and equipment, depending upon the job. Use common sense and good judgment in determining what to wear to work.

Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies.

The Company, in accordance with applicable law, will reasonably accommodate employees with disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the Company. Contact your manager to request a reasonable accommodation.

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

### **6.14 Personal Data Changes**

It is your obligation to provide Elegant Occasions LLC with your current contact information, including current mailing address and telephone number. Inform the Company of any changes to your marital or tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact Payroll or the appropriate department, or person.

### **6.15 Security**

All employees are responsible for helping to make Elegant Occasions LLC a secure work environment. Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, passes, or similar devices to your Manager immediately. Refrain from discussing specifics regarding Company security systems, alarms, passwords, etc. with those outside of the Company.

Immediately advise your manager of any known or potential security risks and/or suspicious conduct of employees, customers, or guests of the Company. Safety and security are the responsibility of all employees and we rely on you to help us keep our premises secure.

## 6.16 Social Media Policy

At Elegant Occasions LLC, we recognize the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, use of social media also presents certain risks and carries with it certain responsibilities. To minimize risks to the Company, you are expected to follow our guidelines for appropriate use of social media.

This policy applies to all employees who work for the Company.

### Guidelines

For purposes of this policy, **social media** includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with the Company, as well as any other form of electronic communication.

Company principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, manager, owner, or employees of the Company.

### Know and Follow the Rules

Ensure your postings are consistent with these guidelines. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

### Be Respectful

The Company cannot force or mandate respectful and courteous activity by employees on social media during nonworking time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or Company policy. Your personal posts and social media activity should not reflect upon or refer to the Company.

### Maintain Accuracy and Confidentiality

When posting information:

- Maintain the confidentiality of trade secrets, intellectual property, and confidential commercially sensitive information (i.e., financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company.
- Do not create a link from your personal blog, website, or other social networking site to a Company website that identifies you as speaking on behalf of the Company.
- Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, do not represent yourself as speaking on behalf of the Company. Make it clear in your social media activity that you are speaking on your own behalf.
- Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

### Using social media at Work

Do not use social media while on your work time, unless it is work related as authorized by your manager or consistent with policies that cover equipment owned by the Company.

### Media Contacts

If you are not authorized to speak on behalf of the Company, do not speak to the media on behalf of the Company. Direct all media inquiries for official Company responses to Human Resources.

### Retaliation and Your Rights

Retaliation or any other negative action is prohibited against anyone who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Those who retaliate against

others for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Nothing in this policy is designed to interfere with, restrain, or prevent employees from communications regarding wages, hours, or other terms and conditions of employment, or to restrain employees in exercising any other right protected by law. All employees have the right to engage in or refrain from such activities.

### **6.17 Third Party Disclosures**

From time to time, Elegant Occasions LLC may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of the Company and should refer any call requesting the position of the Company to the owners. If you have any questions about this policy or are not certain what to do when such a contact is made, contact the owners.

### **6.18 Use of Company Technology**

This policy is intended to provide Elegant Occasions LLC employees with the guidelines associated with the use of the Company information technology (IT) resources and communications systems.

This policy governs the use of all IT resources and communications systems owned by or available at the Company, and all use of such resources and systems when accessed using your own devices, including but not limited to:

- Email systems and accounts.
- Internet and intranet access.
- Telephones and voicemail systems, including wired and mobile phones, smartphones, and pagers.
- Printers, photocopiers, and scanners.
- Fax machines, e-fax systems, and modems.
- All other associated computer, network, and communications systems, hardware, peripherals, and software, including network key fobs and other devices.
- Closed-circuit television (CCTV) and all other physical security systems and devices, including access key cards and fobs.

#### General Provisions

Company IT resources and communications systems are to be used for business purposes only unless otherwise permitted under applicable law.

All content maintained in Company IT resources and communications systems are the property of the Company. Therefore, employees should have no expectation of privacy in any message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or printed from, or stored or recorded on Company electronic information and communications systems.

The Company reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over Company IT resources and communications systems in accordance with applicable law. Any individual who is given access to the system is hereby given notice that the Company will exercise this right periodically, without prior notice and without prior consent.

The interests of the Company in monitoring and intercepting data include, but are not limited to: protection of Company trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.); managing the use of the computer system; and/or assisting employees in the management of electronic data during periods of absence.

You should not interpret the use of password protection as creating a right or expectation of privacy, nor should you have a right or expectation of privacy regarding the receipt, transmission, or storage of data on

Company IT resources and communications systems.

Do not use Company IT resources and communications systems for any matter that you would like to be kept private or confidential.

### Violations

If you violate this policy, you will be subject to corrective action, up to and including termination of employment. If necessary, the Company will also advise law enforcement officials of any illegal conduct.

### **6.19 Use of Employer Vehicles**

Company vehicles are to be used for Elegant Occasions LLC business only. Unless the use of the vehicle has been approved for personal use, personal or outside business use is strictly prohibited.

If you drive a Company vehicle, all infractions or violations while driving the vehicle and all restrictions, suspensions, or revocations against your driver's license must be immediately reported to your Manager.

When a Company vehicle cannot be operated, is unsafe for use, or has been damaged, notify your Manager immediately.

As the driver of a Company vehicle, you are responsible for the vehicle while in your charge and must not permit unauthorized persons to drive it. You are also responsible for the daily housekeeping of the vehicle; it is to remain clean and uncluttered.

You may not operate a motor vehicle while under the influence of alcohol or a chemical substance or other substance that can impair judgment. You may not operate a motor vehicle while texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

Multiple driving moving violations that appear on the annual state department of motor vehicle check will result in suspension of rights to drive a Company vehicle or drive a personal vehicle on Company business. Suspension of rights will continue until one year has passed with no infractions. If there are persistent and ongoing problems with driving infractions, and driving a vehicle is a part of successful execution of job responsibilities, you may be terminated.

### **6.20 Workplace Privacy and Right to Inspect**

Elegant Occasions LLC property, including but not limited to lockers, phones, computers, tablets, desks, work place areas, vehicles, or machinery, remains under the control of the Company and is subject to inspection at any time, without notice to any employees, and without their presence.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on Company premises including that kept in lockers and desks.

## **7.0 Benefits**

### **7.1 Qualification of Health Benefits**

A qualified full-time and eligible employee is one who works 35 or more hours per week on average (this does not include part-time employees who receive additional hours on a "temporary basis"). Qualification requires (60) days of full-time employment with the company. Fifty percent (50%) of employee's medical insurance is paid by the company. Any spouses or children that employee chooses to enroll will be paid (100%) by employee. All deductions will be withdrawn from employees pay check on a pay period basis. This benefit is that of a voluntary level, any employee can choose to withdraw at any time. To enroll in our health program, a written request and application must be given (30) days prior to the date you wish coverage to begin. You should receive your insurance card prior to your requested start date. Health insurance enrollment is done once a year with our open enrolment upon policy renewal, please verify this date with your supervisor. If an employee becomes eligible prior to the annual enrolment they may join at that time. Some life altering circumstances may make you eligible after open enrolment; these can be verified with our insurance agent. From time-to-time company may allow employees to vote on our policy for the year. If a vote is taken from those participating company will go with the majority rules theory. Certain federal guidelines may require circulars or memos from the company as these laws change from time to time. Such memos will reflect a change in our policy.

## **7.2 COBRA**

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible Elegant Occasions LLC employees and their beneficiaries to continue health insurance coverage under the Company health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

Contact Human Resources to learn more about your COBRA rights.

## **7.3 Nonexempt Personnel**

If you are classified as nonexempt at the time of your hiring, you will be eligible for minimum wage and overtime pay in accordance with federal, state, and local laws. If you have a question regarding whether you are exempt or nonexempt, contact your manager for clarification.

## **7.4 Employee Assistance Program (EAP)**

This is a FREE benefit to all employees. You can receive (30) minutes per case of free financial or legal advice in addition to other benefits.

Elegant Occasions LLC provides confidential assistance through its employee assistance program (EAP) to all eligible employees and their family members/dependents. The EAP provides confidential access to professional counseling services for help with personal concerns that may impact job performance. These concerns may include, but are not limited to, health, marital, family, financial, legal, emotional, alcohol abuse, and drug use. The EAP can help assess the problem, offer guidance, and provide a referral to quality care and a complimentary concierge for assistance with vacation or other planning. This program also offers health advocates to assist with health insurance policy and navigation.

Voluntary participation in the EAP will not jeopardize your opportunities for promotion or employment. You can contact the EAP directly. Any information about your contact, participation, or any recommended treatment is confidential and will not be disclosed to the Company.

In certain circumstances, you may be referred to the EAP by your Manager due to job performance issues.

EAP services are available to eligible participants without charge; however, the cost of referrals to treatment or rehabilitation is your responsibility if it is not completely covered by insurance.

EAP services can be initiated by contacting the EAP service provider, ENI, at: 1-800-960-5371 or [www.eniweb.com](http://www.eniweb.com).

## **7.5 401(k) Plan**

Eligible employees (as determined by the terms of the plan) may participate in the Elegant Occasions LLC 401(k) plan.

Contact bookkeeping or accounting to find out if you are eligible to participate in the Company 401(k) plan. The Company is required to let you know if you are eligible. Currently you must complete 12 months of full-time employment to be eligible. Company contributions are determined prior to tax filing annually and within the terms of the law.

This benefit, as well as other benefits, may be canceled or changed at the discretion of the Company, unless otherwise required by law.

## **7.6 Bereavement Leave**

If an employee wishes to take time off due to a death of an immediate family member, the employee should notify his or her supervisor immediately. Unpaid time off will be granted to allow the employee to attend the funeral and make necessary arrangements associated with the death.

An employee may, with the supervisor's approval, use any available vacation or personal time to apply towards paid bereavement time. The employer defines "immediate family" as the employee's spouse,



parent, child, sibling; the employee's spouse's parent, child, or sibling; the employee's child's spouse; grandparents or grandchildren.

### **7.7 Vision and Pre-Paid Legal**

All regular full-time employees at Elegant Occasions LLC are eligible for the Company vision plan on the 1st of the month after completing 60 days of employment. Plan benefits are described in detail in the Summary Plan Description (SPD). All employees full time or part time are eligible for pre-paid legal after (90) days.

### **7.8 Exempt Personnel**

If you are classified as exempt at the time of your hiring, you are not eligible for overtime pay as otherwise required by federal, state, or local laws. If you have a question regarding whether you are exempt or nonexempt, contact your manager for clarification.

### **7.9 Health Insurance Policy**

Elegant Occasions LLC offers group health insurance benefits to all eligible full-time employees on the 1st of the month after completing 60 days of employment. Health plan benefits are described in detail in the Summary Plan Description (SPD), which may be obtained from bookkeeping or accounting.

Your group health benefits are paid in part by the Company. The remainder of the costs are paid by you through deductions from your paycheck.

Benefits may be canceled or changed at the discretion of the Company, unless otherwise prohibited by law.

If you or a dependent become ineligible for benefits due to a change in work hours or through a life event, or you leave employment with us, you may have the right to continue your health benefits under federal or state law. In such event, the Company will provide you with information about your rights to continue your benefits coverage.

### **7.10 Holidays**

Elegant Occasions LLC offers the following paid holidays each year:

- New Year's Day (January 1st)
- Memorial Day
- Independence Day (July 4th)
- Labor Day
- Thanksgiving Day
- Christmas Day (December 25th)

Full Time employees are eligible for holiday pay once they have completed their 90-day probationary period. Employees must work their scheduled workday before and after the holiday in order to be paid, unless you are absent with prior permission and approval from your supervisor.

In the event that the paid holiday falls on a weekend, the company may elect to close early or completely on an alternate day. Any surplus hours or days will appear as a floating holiday to be used under the same guidelines as sick days.

At the Company's discretion, all non-exempt, hourly employees who are scheduled to work on a holiday will be paid to work in addition receive one of the following:

- A different day off within the same pay period
- Deferred Day (will be paid at your regular rate of pay) to be taken at a later date

If a holiday falls on your regular day off, ask your manager how it affects you.

You will be compensated for holidays in accordance with federal and state law.

### **7.11 Regular Full-Time Personnel**

Regular full-time employees are those who have completed their introductory period and are regularly scheduled to work more than 30 hours per week. Unless stated otherwise or specifically permitted by law,

all the benefits provided to employees at Elegant Occasions LLC are for regular full-time employees only. This includes vacation, holiday pay, health insurance, and other benefits coverage.

### **7.12 Regular Part-Time Personnel**

All employees who work fewer than 30 hours per week are considered part time. Part-time employees are not eligible for Elegant Occasions LLC benefits unless specified otherwise in this handbook, in the benefit plan summaries, or specifically permitted by law.

### **7.13 Sick/Personal Pay**

Elegant Occasions LLC allows its regular, full-time employees, who have completed 90 days of employment, three (3) sick days per calendar year.

- Non-Exempt, Hourly Employees: 21 hours per year
- Exempt, Salaried Employees: 24 hours per year

Sick/Personal Pay will cap at:

- Non-Exempt, Hourly Employees: 28 hours (4 days)
- Exempt, Salaried Employees: 32 hours (4 days)

Notify your supervisor as far in advance as possible if you are going to be take sick time off. You may notify your supervisor via text, however, if you do not receive a response within five (5) minutes, you must call to confirm. There may be occasions, such as sudden illness, when you cannot notify your supervisor in advance. In those situations, provide notification of your circumstances as soon as possible. You may also be requested to provide a certificate of illness to your supervisor.

You may use sick/personal leave benefits for dental or doctor visits or to care for an immediate family member who is sick. There may also be state mandated use of sick time. Unused sick/personal days may not be converted into a cash payment. You may be required to use available sick/personal leave during family and medical leave, disability leave, or other leave.

Upon separation of employment for any reason, you will forfeit any earned but unused sick/personal pay unless state law dictates otherwise.

### **7.14 Unemployment Compensation Insurance Policy**

Unemployment compensation insurance is paid for by Elegant Occasions LLC and provides temporary income for employees who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from the Company.

### **7.15 Vacation Policy**

Elegant Occasions LLC provides all full-time employees with paid vacation.

#### Eligibility

All full-time regular employees are eligible to receive vacation time after completing twelve (12) months of employment.

#### Deposits Into Your Leave Account

Vacation is calculated according to your work anniversary year.

The amount of vacation received each year is based on your length of service and is accrued every pay period as follows:

#### **Non-Exempt Hourly Employees:**

- Year 1: Vacation Waiting Period
- 1-2 Years: 1.346 hours per pay period (total of 35 hours or 5 days)
- 2+ Years: 2.69 hours per pay period (total of 70 hours or 10 days)
- 5+ Years (for every year after): an additional 0.269 hours per pay period (maximum accrual is capped at 105 hours annually)

### **Exempt, Salaried Employees:**

- Year 1: Vacation Waiting Period
- 1-2 Years: 1.538 hours per pay period (total of 40 hours or 5 days)
- 2+ Years: 3.077 hours per pay period (total of 80 hours or 10 days)
- 5+ Years (for every year after): an additional 0.308 hours per pay period (maximum accrual is capped at 120 hours annually)

All Vacation hours roll over and are not lost from year to year. Vacation time will cap at:

- Non-Exempt, Hourly Employees: 210 hours
- Exempt, Salaried Employees: 240 hours

Deferred hours/days do not have a cap; however, they are contingent on federal and state law to ensure compliance. Please direct any questions regarding deferred hours to HR.

### Requests for Leave

Company encourages you to use your vacation time. You are eligible to begin using vacation after completing one (1) year or twelve (12) months of employment.

Vacation requests are to be in writing via our schedule system, When I Work, with the following notice:

- One (1) day off: One (1) week notice
- Two (2) consecutive days off: Two (2) weeks' notice
- Three (3) consecutive days off: Three (3) weeks' notice
- Four (4) or more consecutive days off: Ninety (90) days' notice

Please note that you must wait for your vacation request to be approved to be granted those days off.

*Special contingencies can be made upon request on a per case basis but are not guaranteed.*

### Separation of Employment

Upon separation of employment for any reason, you will forfeit any earned but unused vacation time unless state law dictates otherwise. Should you have a negative vacation balance upon resignation/termination, the hours will be deducted from your last paycheck. Company, at their sole discretion, may choose to pay unused time under certain extraordinary conditions including retirement, rare medical needs, excessive notice of over 4 weeks, and planned separations or separation agreements. No employee will be considered for this if under 4.5 years of service to company.

### **7.16 Dental Care Insurance**

All regular full-time employees at Elegant Occasions LLC are eligible for the Company dental plan on the 1st of the month after completing 60 days of employment. Plan benefits are described in detail in the Summary Plan Description (SPD). All employees full time or part time are eligible for pre-paid legal after (90) days.

### **7.17 Workers' Compensation Insurance Policy**

Workers' compensation is a no-fault system designed to provide benefits to all employees for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job while working at Elegant Occasions LLC, no matter how slightly, you are to report the incident immediately to your manager. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify your Manager immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

### **7.18 Military Leave (USERRA)**

Elegant Occasions LLC complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services

in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state law. You must submit documentation of the need for leave to your supervisor or appropriate department. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your manager of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact your Supervisor or appropriate department.

### **7.19 Jury Duty Leave**

Elegant Occasions LLC encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your manager as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty. You may opt to use sick/personal time in place of unpaid leave.

The Company reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

### **7.20 Voting Leave**

If your work schedule prevents you from voting on Election Day, Elegant Occasions LLC will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your manager, consistent with applicable legal requirements.

## **8.0 Safety and Loss Prevention**

### **8.1 Business Closure and Emergencies**

Elegant Occasions LLC recognizes that inclement weather and other emergencies may affect your ability to get to work. In such situations, your safety is paramount.

#### Company Closure

Examples of emergencies when the Company may close include, but are not limited to, i.e., power outage, hurricanes, government mandates and other appropriate circumstances.

#### Notification

In an emergency, the Company will make every effort to notify you of the closing on our website. These notification efforts assume that you have access to electricity and internet and/or phone service.

When the Company is unable to notify you of the closure, use common sense to assess the safety and practicality of the situation. In a regional power outage, for example, the Company is likely to have no power. If there is reported flash flooding in your area, report to work only if you can make it safely.

#### Partial-Day Closure

If an emergency event such as inclement weather or a power outage occurs, the Company may decide to close mid-day. When the Company closes mid-day, you will be instructed to leave immediately so that the conditions do not further deteriorate and affect your ability to travel safely.

If you are exempt and are working at home with prior permission, or at the office on the day of the partial day closure, you will be paid your normal salary for the week. If you are nonexempt, you will be paid for the hours you worked, unless state law dictates otherwise.

#### Notified of Closure Prior to Reporting to Work

If you are nonexempt and are notified of a closure prior to reporting to work, you will not be paid during the closure, unless state law dictates otherwise. If you are exempt, you will be paid your normal salary for the week.

#### Benefits Coverage

Your health insurance coverage will be maintained by the Company during the closure on the same basis as if you were still working.

### Extending Leave

When the Company closure ends, you are expected to report to work. Contact your manager if you cannot return to work at the end of the closure. The Company recognizes that you may need additional time off to repair extensive home damage or for other emergency situations. These will be assessed on a case-by-case basis.

### If You Cannot Get to Work

Unique circumstances may affect your ability to come to work even when the Company is able to remain open. The Company recognizes that in a severe national or regional disaster, all methods of communication may be unavailable; however, you should continue to try and contact your manager, by any method possible.

Time missed under circumstances where the Company remains open and you are unable to report to work is to be used as vacation time, personal time, or is unpaid.

## **8.2 Drug and Alcohol Policy**

Elegant Occasions LLC is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of the Company to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others, and will not be tolerated.

### Prohibited Conduct

The Company expressly prohibits employees from engaging in the following activities when they are on duty or conducting Company business or on Company premises (whether or not they are working):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The Company does not discriminate against employees solely on the basis of their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to the Company Disability Accommodation policy for additional information.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your Manager if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

### Employer-Sponsored Events

From time to time, the Company may sponsor social or business-related events where alcohol may be served. This policy does not prohibit the use or consumption of alcohol at these events. However, if you choose to consume alcohol at such events, you must do so responsibly and maintain your obligation to conduct yourself properly and professionally at all times.

### Violations

Violation of this policy may result in disciplinary action, up to and including termination of employment.

### **8.3 General Safety Policy**

It is the responsibility of all Elegant Occasions LLC employees to maintain a healthy and safe work environment. Report all safety hazards and occupational illnesses or injuries to your manager as soon as reasonably possible and complete an occupational illness or injury form as needed. Failure to follow the Company health and safety rules may result in disciplinary action, up to and including termination of employment.

### **8.4 Policy Against Workplace Violence**

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of Elegant Occasions LLC, we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

#### Zero Tolerance Policy

The Company has a zero-tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

#### Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on Company property or while performing Company business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

#### Reporting Incidents of Violence

Report to your Manager, in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

#### Violations

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

#### Retaliation

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to your supervisor or appropriate department.

## **9.0 Trade Secrets and Inventions**

### **9.1 Confidentiality & Company Clients**

The protection of the following information is considered trade secrets and or potential proprietary information, and thus, you are hereby notified of a non-disclosure of all this information. This non-disclosure

includes not only your employment with the company but continues after your final day of employment. These items include, but are not limited to, client spec sheets, training materials, catering directors who refer us, the operations of the company, future plans of the company, computer programs, apps used by company, systems and or procedures, techniques, pricing data, policy books and manuals, marketing and advertising strategies both print and electronic, pending projects and proposals, suppliers of the company, clients of the company, along with any other items that could be considered confidential information. You hereby personally guarantee not to discuss this information. All said information will remain confidential. Employee will not directly or indirectly solicit business from, or attempt to sell, license or provide the same or similar products or services as are now provided to, any customer or client of company and will not directly or indirectly solicit, induce or attempt to induce any employee or client of Company to terminate his or her relationship with company. Clients and or relationships acquired over the term of employee's employment will unconditionally remain clients of the company. Confidential items are the sole and exclusive right and property of the company and cannot be discussed with competitors or future competitors unless written authorization is given by the company. A liquidated damage amount of \$10,000 per occurrence will be due from violator in the event of violation along with attorney's fees. Any employee that during their employment is developing, cultivating, or an owner of a business that is a competitor of services company offers; will be considered in violation of this agreement by no less than 5 occurrences.

Any employees under non-compete agreements, employment agreements or additional confidentiality agreements understand that this document is in combination of those agreements and does not supersede them. In the event of conflict, employment or non-compete agreement will be the prevailing language.

At company's discretion any policies listed can be changed. Any changes in policies will not be retroactive. They will override a current policy. Any changes that effect pay, commissions, or benefits will be given a minimum of a 10-day notice. It is agreed that employees shall treat all digital media, video, and all other company property with reasonable care. At no time can any company property be removed from premises without prior consent. Property includes, but is not limited to equipment, pictures, videos, and client information.

## **9.2 Confidentiality and Nondisclosure of Trade Secrets**

As a condition of employment, Elegant Occasions LLC employees are required to protect the confidentiality of Company trade secrets, proprietary information, and confidential commercially sensitive information (i.e., financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company. Access to this information must be limited to a "need to know" basis and shall not be used for personal benefit, disclosed, or released without prior written authorization from management.

If you have information that leads you to suspect that employees are sharing such information in violation of this policy and/or competitors are obtaining such information, you are required to inform your Manager or appropriate department.

Violation of this policy may result in disciplinary action up to and including termination, and may subject the violator to civil liability.

## **10.0 Events**

Events section is referencing events outside of office and may or may not be during standard office hours.

### **10.1 Onsite Event Crew**

The conduct of our staff is a direct reflection on the company as a whole. It is sometimes difficult to explain why certain policies are implemented without going into great detail. It should be understood that an item an individual thinks is not that big of a deal can have a tremendous ripple effect on the business and reputation of the company. There are many eyes at an event with many opinions including catering staff who refers us, the client, and the guest that is having an upcoming event. Although difficult to meet every person's expectation these policies have been setup after years of trial and error and for the most part you should exceed most people's expectations. We entrust you, the employee, to follow our rules out of respect

and professionalism that we strive for. As the professional you are, we should hope some of the policies are trivial and already being followed as simple common sense.

At NO TIME, even if the client offers, can our staff drink ANY alcoholic beverages. We also do not allow nonalcoholic beers for the simple reason clients cannot tell the difference. Juices and sodas are permitted. Alcoholic drinks are also not permitted after an event on the property the event took place at. Staff cannot eat unless client or caterer invites us. You are permitted to check with caterer to see if arrangements have been made for the staff to eat. This should not affect your work. The client is paying us to do a job for them.

## **10.2 Managing Clients**

At all times your conduct should be seen as professional. At our events, we are dealing with someone's most important days of their lives. Not only are expectations high but the stress level is even higher. Our conduct as professionals should make it clear that they do not need to worry about our abilities. We should reassure the client that they are dealing with professionals. Your conduct should never be considered rude, short, or demeaning. In the event there are several people giving you orders, we know this can be an impossible situation. Very politely, we do encourage finding the host or hostess and explain you will be happy to do whatever they need but they need to choose one person for you to answer to so you may effectively do your job.

The fact of the matter is in many circumstances even if your job was not the best you have done if you are professional with the client throughout the entire event, they will praise you to their friends and family allowing more work for the future. We subscribe to all professional organizations that reflect our fields this also gives us the obligation of professional ethics. Please abide by it. For all of our services we require our staff to periodically speak with the client throughout the event. The items listed below must be done to effectively perform your service to company standards.

### **Photographers & Videographers - READ & FOLLOW YOUR PAPERWORK**

#### **PHOTOGRAPH OR VIDEOTAPE YOUR SPEC SHEETS PRIOR TO STARTING SHOOT**

- Before finishing shots at house, temple, church, or after ceremony make sure to ask the CLIENT is there any shots you wanted taken that we did not do. We have learned occasionally the best of us do forget or make a simple mistake. This allows us to put the ball in the client's court and give us a great opportunity to correct problems for the future.
- If there was a reason a shot was not done or a problem, note it on your spec sheet.
- Before you leave the event ask client if they can think of anything else, they wanted shot.
- You must sign off on a procedures form

#### **Entertainers - READ & FOLLOW YOUR PAPERWORK**

- Confirm events before you do them with room captain, photographer, and/or videographer.
- Verify with client throughout event that they are happy.
- Last hour of event ask client if they can think of anything else, they wanted done or played.

#### **Dealing with those under the influence**

As in any social situation there are those that get out of hand with their liquor. This is a very touchy situation because you do not know how close this person is to the client, or even worse: if the client is the person under the influence. First analyze the situation if your contact is the person that is under the influence then find a substitute contact. A second in charge and let them know the situation, ONLY if it inhibits you from performing your job. Make sure to let the caterer know before letting the client know, they have certain liabilities with serving alcohol. Before these routes are, we recommend killing them with kindness. **If it does not inhibit your job just leave it alone.**

#### **Dealing with facilities, planners, catering directors and room captains**

Lets start by saying these people are our life line. They can make you or break you and us. They can and will tell all their clients to use us if we are their favorite. In the same token they can and will tell people to stay away from us. They also talk to other caterers. Please keep in mind bad news travels faster than good news. You can upset someone and lose 10 future clients. But you have to please someone 10 times to get 1 future client. It's just a fact of life, please keep this in mind even when dealing with the most difficult



people. If you have an opportunity to help out a caterer, they do appreciate it. For example, if there is a seat short at a table and you notice it before the client does, tell the caterer before telling the client.

### **Dealing with other staff**

Although this is one of the hardest things to do, we cannot begin to explain how important it is. Whether all services are booked from us or just a couple, one of the keys to standing out is working with the other staff, not against them. Entertainers should alert the photographer & videographer before any formal events are done. Videographers and photographers should be aware of each other when doing their shots. They should also let entertainers know if they are taking client away for an extended period of time.

### **10.3 Business Cards**

It is agreed and understood that only cards with the phone number of the division you are representing will be given out. Cards can be supplied to you at no charge with your name on them. A violation of this will result in forfeiture of your pay for that event and potential termination.

### **10.4 Appearance of Equipment**

A professional clean look is what we strive for. Keep all extension cords either taped down or out of sight. Equipment should not have gray duct tape holding it together. If tape is needed, use black. All wires should be neatly kept without a ball of tangled wires. Cases should be out of client site and if left on property approved with location.

### **10.5 Personal Equipment**

Those employees that use their personal equipment should understand that we expect all services to have backup equipment at the event. In the event your equipment goes down or is not functional please let us know we will be happy to supply you with loaner equipment (prior to event if available). At no time should equipment visibly have company or individual names.

### **10.6 Company Equipment in Transport**

It is understood that equipment issued from the company shall remain the sole property of the company. Said equipment cannot be used for personal events or uses unless pre-agreed by company. Employee assumes the responsibility for the safe handling of equipment. All cameras, videos, or still images, must be brought in not left in car. All music, paper work, and payments, must also be brought in and not left in car. Employee assumes personal liability if these items are left in car and stolen based on employee's negligence. In the event of a theft the police must be called first followed by the office

### **10.7 Event Appearance**

Your attire should be professional and appropriate for the event. When setting up, you must be in company approved branded clothes. Standard all black clothes for an event usually entails an all-black nice shirt, black pants, and black shoes. Each event is different and it is important for you to check with either your manager or the event specialist on the attire.

### **10.8 General Set & Strike Labor Attire & (4) Hour Minimum**

Unless instructed otherwise, set and strike labor should wear grey or black cargo shorts or black jeans with the appropriate shirt for the division.

*Base 4 hours rates will be paid for labor under the following conditions:*

- Set up or strike occur on a weekend
- If over 2 hours pass from a singular set or strike each shift will count at a (4) hour minimum.
- Company at their discretion may choose to run time consecutively.

Time is paid as follows:

- Actual time worked paid as hours worked and may qualify for overtime.
- Time NOT worked but needed to obtain a 4-hour minimum is paid as bonus hours at employees regular rate.

*Excluded from this are the following situations:*

- If you are working in the office that day and already have received enough hours equal or greater to 4 hours.
- You are a technician on an event and getting a tech rate to be there already or we have established a flat rate for that day or event.
- You are being compensated for that event in another capacity that exceeds the hourly rate.

This policy is not setup for the company to be taken advantage of but rather to make sure someone gets fair pay for work above and beyond and are not at a disadvantage for quick 1 or two hours of work during off hours or days.

## **10.9 Event Pay**

### **Individual Agreements**

Any employee that has a confidential and specialty agreement regarding events understands that their agreement in place overrides conflicting information in this section.

### **Rate of pay for Entertainers**

Entertainers are paid on up to a 5-hour block. If event is pre booked for overtime each additional hour will be paid \$50. In the event entertainer goes overtime that is not pre booked a split will occur. Fifty (50%) of overtime will go to company and 50% will be paid out equally to entertainers. If event is considered a one-man setup, then an additional \$25 will be paid to entertainer. If entertainer uses their personal vehicle to transport company equipment an additional \$50 will be paid for first event and additional \$25 for each additional event. Overtime must be confirmed and agreed with client. Staff does not get paid until client pays overtime.

### **Rate of pay for Photographers & Videographers**

Overtime booked day of event is split equally between staff & company. Staff does not get paid until client pays overtime. Overtime must be confirmed and agreed with client. Pre-booked overtime will be paid a rate of \$50 per hour. Both photo and video shoots occurring during office hours within a reasonable distance of office will count as regular pay as part of your normal office paycheck. Overtime must be confirmed and agreed with client.

### **Extra Pay, Holidays**

On New Year's Eve staff's pay will increase by a minimum of 50% if employee is working past 10pm. Christmas, New Year's Day, July 4<sup>th</sup> and Thanksgiving will have time and a half paid or a negotiated rate agreed prior to working. Labor and Memorial Day may not have additional pay if client did not pay a holiday premium.

### **Gratuities**

Gratuities remain the sole property of staff. Company will have no claim to such gratuities. All gratuities paid to entertainers will be split equally among entertainers. All gratuities paid to photographer or videographer will be the sole property of said worker. These policies will be over written if client specifically requests money to be split or if not specified company will determine. In the event gratuity is paid via a credit card there will be a minimal processing fee between 3% & 5% depending on type of card.

## **11.0 Away Events**

### **11.1 Specialty staff (Talent, Photographers, Videographers)**

When in state, a specialty staff employee will be paid additional for road trip events at the rate of a flat \$75. A in State Road trip event will be one that is significantly farther than our office, typically this will be outside Tri County or Seminole Reservations. This will not apply if the employee travel time falls within their standard work hours, and they are being compensated already for that.

Any away events that require air transportation will have staff's base rate of pay multiplied by a minimum of 50% in some cases a flat rate may be paid due to budget restraints for the event, if so employee and company will discuss prior to event.

### **11.2 Hourly Staff In and Out of State Away Events (Fulfillment Team, Set Strike, Models, Other)**

#### **IN State:**

Fulfillment team (set and strike crews) are to maintain their hours on the clock while in transit to events from office and return from event to office, they are still required to punch in and out for meals and breaks as per company standards. Additional compensation can be addressed under (Per Diem Section 11.3). An in-State Road trip event will be one that is significantly farther than our office, this will be classified as outside Tri County or Seminole Reservations.

#### **OUT of State:**

Additional flat rate compensation may be paid for road trip events at a rate to be pre-determined prior to event when out of the State of Florida. This will NOT apply if employee is hourly and is being paid on the clock for the travel time.

### **11.3 Per Diem**

Additional money at the rate of \$75 per (24) hour period, will be paid directly to staff for food, when doing any away events that require an overnight stay, or at companies' choice, company may choose to pay for all meals as a group in lieu of per diem.

### **11.4 Transportation**

Company will supply reliable transportation to event. All gas and tolls will be paid by company along with transportation and lodging. In the event staff elects to drive personal vehicle rather than company chosen transportation no additional money will be paid unless company has not offered transportation, in this case a flat fee of \$40 per day will be paid for use of staff's transportation.

## **Closing Statement**

Thank you for reading our handbook.

We hope it has provided you with an understanding of our mission, history, and structure as well as our current policies and guidelines.

We look forward to working with you to create a successful Company and a safe, productive, and pleasant workplace.

Once again welcome to the team!

## Employee Acknowledgement

By signing below, I acknowledge that I have received a copy of the 2022 Elegant Occasions LLC Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that the Company has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by Wayne Labush, Managing Partner of the Company. I also understand that any delay or failure by the Company to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the Company or affect the right of the Company to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Company representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA).

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by Elegant Occasions LLC.

I personally guarantee to honor the confidentiality terms as outlined in sections 9.1 and 9.2. All confidential information will remain confidential. I will not directly or indirectly solicit business from, or attempt to sell, license, or provide the same or similar products or services as are now provided to any customer or client of company. I will not directly or indirectly solicit, induce, or attempt to induce any employee or client of Company to terminate his or her relationship with company. Clients and or relationships acquired over the term of employee's employment are and remain unconditionally clients of the company. I agree and acknowledge that the actual damages incurred by Company due to my breach are not readily ascertainable. I agree to A liquidated damage amount of \$10,000 per occurrence in the event I violate of sections 9.1 & 9.2. I will also be responsible for Company's costs and reasonable attorney's fees. I acknowledge and agree that this sum is reasonable and not disproportionate to Company's actual damages. Any employee that during their employment is developing, cultivating, or an owner of a business that is a competitor of services company offers; will be considered in violation of this agreement by no less than 5 occurrences.

Any employees under non-compete agreements, employment agreements or additional confidentiality agreements understand that this document is in combination of those agreements and does not supersede them. In the event of conflict, employment or non-compete agreement will be the prevailing language.

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Signature

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Date

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Print Name