



Employee Manual

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Welcome to ChefAdvantage

Dear New Employee:

On behalf of the staff and officers of ChefAdvantage, let me offer a heartfelt welcome to our company. You have been selected to be a part of a group who is proud of the service they offer to others. We hope that your employment with us will be a rewarding experience and we will do our best to ensure that your efforts here are recognized and appreciated.

This Manual provides answers to most of the questions you may have about ChefAdvantage's benefit programs, as well as the company policies and procedures we abide by - our responsibilities to you and your responsibilities to ChefAdvantage. If anything is unclear, please discuss the matter with your manager. You are responsible for reading and understanding this Employee Manual, and your performance evaluations will reflect your adherence to ChefAdvantage policies. In addition to clarifying responsibilities, we hope this Employee Manual also gives you an indication of ChefAdvantage's interest in the welfare of all who work here.

From time to time, the information included in our Employee Manual may change. Every effort will be made to keep you informed through suitable lines of communication, including postings on the company bulletin boards and/or notices sent directly to you in-house.

Compensation and personal satisfaction gained from doing a job well are only some of the reasons most people work. Most likely, many other factors count among your reasons for working: pleasant relationships and working conditions, career development and promotion opportunities, and health benefits are just a few. ChefAdvantage is committed to doing its part to assure you of a satisfying work experience.

I extend to you my personal best wishes for your success and happiness at ChefAdvantage.

Sincerely,

Randy Harris, Company President
ChefAdvantage

Purpose of This Manual

This Manual has been prepared to inform you about ChefAdvantage's history, philosophy, employment practices, and policies, as well as the benefits provided to you as a valued employee and the conduct expected from you.

No employee manual can answer every question, nor would we want to restrict the normal question and answer interchange among us. It is in our person-to-person conversations that we can better know each other, express our views, and work together in a harmonious relationship.

We hope this Manual will help you feel comfortable with us. We depend on you - your success is our success. Please don't hesitate to ask questions. Your manager will gladly answer them. We will strive to help you enjoy your efforts here and believe you will find ChefAdvantage a good place to work.

We ask that you read this Manual carefully, and refer to it whenever questions arise. We also suggest that you take it home so your family can become familiar with ChefAdvantage's policies.

ChefAdvantage's policies, benefits and rules, as explained in this Manual, may be changed from time to time as business, employment legislation, and economic conditions dictate. If and when provisions are changed, you will be given replacement pages for those that have become outdated. A copy will also be placed on our bulletin boards.

Notice

The policies in this Manual are to be considered as guidelines: ChefAdvantage, at its option, may change, delete, suspend, or discontinue any part or parts of the policies in this Manual at any time without prior notice. Any such action shall apply to existing as well as future employees with continued employment being the consideration between the employer and employee. Employees may not accrue eligibility for monetary benefits that they have not earned through actual time spent at work. Employees shall not accrue eligibility for any benefits, rights, or privileges beyond the last day worked. No one other than the Company President of ChefAdvantage may alter or modify any of the policies in this Manual. No statement or promise by a supervisor, manager, or department head may be interpreted as a change in policy nor will it constitute an agreement with an employee.

Should any provision in this Employee Manual be found to be unenforceable and invalid, such finding does not invalidate the entire Employee Manual, but only the subject provision.

This manual replaces all other previous manuals for ChefAdvantage as of August 11, 2006.

Receipt & Acknowledgement of ChefAdvantage Employee Manual

This Employee Manual is an important document intended to help you become acquainted with ChefAdvantage. This Manual will serve as a guide; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because the general business atmosphere of ChefAdvantage and economic conditions that are always changing, the contents of this Manual may be changed at any time at the discretion of ChefAdvantage. No changes in any benefit, policy, or rule will be made without due consideration of the mutual advantages, disadvantages, benefits, and responsibilities such changes will have on you as an employee and on ChefAdvantage.

Please read the following statements and sign below to indicate your receipt and acknowledgement of the ChefAdvantage Employee Manual.

- I have received and read a copy of the ChefAdvantage Employee Manual. I understand that the policies, rules, and benefits described in it are subject to change at the sole discretion of ChefAdvantage at any time. I understand that this manual replaces (supersedes) all other previous manuals for ChefAdvantage as of August 11, 2006.
- I further understand that my employment is terminable at will, either by myself or ChefAdvantage, regardless of the length of my employment or the granting of benefits of any kind, including but not limited to profit sharing benefits which provide for vesting based upon length of employment.
- I understand that no contract of employment other than "at will" has been expressed or implied, and that no circumstances arising out of my employment will alter my "at will" employment relationship unless expressed in writing, with the understanding specifically set forth and signed by myself and the Company President of ChefAdvantage.
- I am aware that during the course of my employment confidential information will be made available to me, i.e., product designs, marketing strategies, customer lists, pricing policies and other related information. I understand that this information is critical to the success of ChefAdvantage and must not be given out or used outside of ChefAdvantage's premises or with non-ChefAdvantage employees. In the event of termination of employment, whether voluntary or involuntary, I hereby agree not to utilize or exploit this information with any other individual or company.
- I understand that, should the content be changed in any way, ChefAdvantage may require an additional signature from me to indicate that I am aware of and understand any new policies.
- I understand that my signature below indicates that I have read and understand the above statements and have received a copy of the ChefAdvantage Employee Manual.

Employee's Printed Name

Position

Employee's Signature

Date

Manager's Signature

Date

(Signature sheet acknowledging receipt and agreement of employee manual dated August 11, 2006.)

About ChefAdvantage

Company History

- ChefAdvantage was established in 1992 as a traditional catering company by the name of Laurels Distinctive Catering. The company changed its name to ChefAdvantage in 1999 to reflect ChefAdvantage's evolution from a catering company to a full-service management company servicing a variety of foodservice needs.

Mission and Values

Mission

- ChefAdvantage exists to provide unsurpassed food and beverage service to its clients, exceptional value to its shareholders, a dynamic work environment for its employees, and a model of excellent small business service to the community.

Values

ChefAdvantage subscribes to the following core values:

- Quality of product and service is the vehicle that drives all our long-term successes and as such will never be abandoned for short-term gain.
- We will always strive to exceed expectations.
- Profit is our desired goal but must always be attained by adhering to the highest ethical, legal, and professional standards.
- We will celebrate the human spirit by treating all those we encounter with appreciation, dignity, and respect, hoping that by doing so we will help improve their quality of life, as well as ours.

Current Business Concept

ChefAdvantage is a full-service foodservice company providing dynamic on-site and off-site food and service to large groups of people. These groups are typically comprised of people from business and industry, education, and congregate dining groups.

To date, ChefAdvantage has specialized in providing childcare meals to various centers in the metro Atlanta area. We benefit our clients greatly by:

- Providing USDA compliant meals that kids love to eat

- Adding value to the center by virtue of having a chef-driven professional foodservice firm as the lunch provider
- Eliminating the need for on-site kitchens
- Eliminating the need for specialized foodservice personnel in childcare centers
- Providing special events and parties to childcare centers
- Maintaining menus and inspection reports for compliance issues
- Freeing directors to concentrate on their core business
- Simplifying the inventory process for the client
- Reducing number of vendors required to provide essential services

Opportunities

ChefAdvantage has grown wisely since its inception. Careful attention has been paid to not exceeding our capabilities. As the company has grown, and continues to strengthen, greater opportunities have become available. Current opportunities being considered include:

- Managed Foodservice Facilities
- Home Meal Replacements
- Private and Public School Programs
- Senior Meal Programs
- Meals on Wheels
- Congregate Feeding
- Disaster Relief

These are just a handful of opportunities currently being explored. ChefAdvantage will entertain any opportunity where the company can continue to excel while adhering to its mission and values.

What You Can Expect From ChefAdvantage

ChefAdvantage's established employee relations' policy is to:

1. Operate an economically successful business so that a consistent level of steady work is available.
2. Select people on the basis of skill, training, ability, attitude, and character without discrimination with regard to age, sex, color, race, creed, national origin, religious persuasion, marital status, political belief, or disability that does not prohibit performance of essential job functions.
3. Pay all employees according to their effort and contribution to the success of our business.
4. Review wages, employee benefits and working conditions constantly with the objective of providing maximum benefits in these areas, consistent with sound business practices.
5. Provide paid vacations and holidays to all eligible employees.
6. Provide eligible employees with medical, retirement, and other benefits.
7. Dedicate ourselves to consistently improving our products, services, and practices, using our core values as a guide to success.
8. Develop competent people who understand and meet our objectives, and who accept with open minds the ideas, suggestions, and constructive criticisms of fellow employees.
9. Assure employees, after talking with their manager, an opportunity to discuss any problem with officers of ChefAdvantage.
10. Make prompt and fair adjustment of any complaints, which may arise, in the everyday conduct of our business, to the extent that is practicable.
11. Respect individual rights, and treat all employees with courtesy and consideration.
12. Maintain mutual respect in our working relationship.
13. Provide buildings and offices that are comfortable, orderly, and safe.
14. Promote employees on the basis of their ability and merit.
15. Make promotions or fill vacancies from within ChefAdvantage whenever possible.

16. Keep all employees informed of the progress of ChefAdvantage, as well as the company's overall aims and objectives.
17. Do all these things in a spirit of friendliness and cooperation so that ChefAdvantage will continue to be known as "a great place to work!"

What ChefAdvantage Expects From You

Your first responsibility is to know your own duties and how to do them promptly, correctly, and pleasantly. Secondly, you are expected to cooperate with management and your fellow employees and maintain a good team attitude. How you interact with fellow employees and those whom ChefAdvantage serves, and how you accept direction can affect the success of your department. In turn, the performance of one department can impact the entire service offered by ChefAdvantage. Consequently, whatever your position, you have an important assignment: perform every task to the very best of your ability. The result will be better performance for the company overall, and personal satisfaction for you.

You are encouraged to grasp opportunities for personal development that are offered to you. This Manual offers insight on how you can positively perform to the best of your ability to meet and exceed ChefAdvantage expectations.

We strongly believe you should have the right to make your own choices in matters that concern and control your life. We believe in direct access to management. We are dedicated to making ChefAdvantage a company where you can approach your manager, or any member of management, to discuss any problem or question. We expect you to voice your opinions and contribute your suggestions to improve the quality of ChefAdvantage. We're all human, so please do not hesitate to communicate with our team.

Remember, you help create the healthful, pleasant, and safe working conditions that ChefAdvantage intends for you. Your dignity and that of fellow employees, as well as that of our customers, is of utmost importance.

Personnel Administration

The task of handling personnel records and related personnel administration functions at ChefAdvantage has been assigned to the Office Manager. Questions regarding insurance, wages, and interpretation of policies may be directed to the Operations Manager or the Company President.

Your Personnel File

Keeping your personnel file up-to-date can be important to you with regard to pay, deductions, benefits and other matters. If you have a change in any of the following items, please be sure to notify your manager the Office Manager as soon as possible:

1. Legal name
2. Home address
3. Home telephone number
4. Person to call in case of emergency
5. Number of dependents
6. Marital status
7. Change of beneficiary
8. Driving record or status of driver's license, if you operate any ChefAdvantage vehicles
9. Military or draft status
10. Exemptions on your W-4 tax form

Coverage or benefits that you and your family may receive under ChefAdvantage's benefits package could be negatively affected if the information in your personnel file is incorrect.

Since ChefAdvantage refers to your personnel file when we need to make decisions in connection with promotions, transfers, layoffs, and recalls, it's to your benefit to be sure your personnel file includes information about completion of educational or training courses, outside civic activities, and areas of interest and skills that may not be part of your current position here.

You may see information, which is kept, in your own personnel file if you wish, and you may request and receive copies of all documents you have signed. Please ask your manager to make arrangements for you with the Office Manager.

Employment Classifications

Full-Time Employees

At the time you are hired, you are classified as full-time, part-time, or temporary and are also told whether you qualify for overtime pay. All other policies described in this Manual and communicated by ChefAdvantage apply to all employees, with the exception of certain wage, salary and time off limitations applying only to "non-exempt" (see the definition that follows) employees. If you are unsure of which job classification your position fits into, please ask your manager.

An employee who has successfully completed the Introductory Period (see the Employment Policies section for definition) of employment and who works at least thirty (30) hours per week is considered a full-time employee.

If you were a full-time employee and were laid off, you will be considered a full-time employee upon return to work, provided that you were not on layoff for longer than one (1) year.

If you were a full-time employee and have been on an approved leave of absence, upon return you will be considered a full-time employee, provided you return to work as agreed in the provisions of your leave.

Part-Time Employees

An employee who works less than a regular thirty (30) hours but greater than twelve (12) is considered a part-time employee. If you are a part-time employee, please understand that you are eligible for only the benefits described under the "Part Time Benefits Section."

PRN Employees

An employee that works less than twelve (12) hours per week is considered a PRN employee. PRN employees are not eligible for benefits.

Temporary Employees

From time to time, ChefAdvantage may hire employees for specific periods of time or for the completion of a specific project. An employee hired under these conditions will be considered a temporary employee. The job assignment, work schedule, and duration of the position will be determined on an individual basis.

Normally, a temporary position will not exceed six (6) months in duration, unless specifically extended by a written agreement. Summer employees are considered temporary employees.

If you are a temporary employee, please understand that you are not eligible for benefits described in this Manual, except as granted on occasion, or to the extent required by provision of state and federal laws. Those temporary employees classified as "non-exempt" (see the definition that follows) who work more than eight (8) hours in one day or more than forty (40) hours during any work week will receive overtime pay.

"Non-Exempt" and "Exempt" Employees

At the time you are hired, all employees are classified as either "exempt" or "non-exempt." This is necessary because, by law, employees in certain types of jobs are entitled to overtime pay for hours worked in excess of eight (8) hours per day or forty hours (40) per work week. These employees are referred to as "non-exempt" in this Manual. This means that they are not exempt from (and therefore should receive) overtime pay.

Note: See "Wage & Salary Policies" in the "Compensation & Performance" section of this Manual for a full description of overtime payment policies.

Exempt employees are managers, executives, managers, professional staff, technical staff, outside sales representatives, officers, directors, owners, and others whose duties and responsibilities allow them to be "exempt" from overtime pay provisions as provided by the Federal Fair Labor Standards Act (FLSA) and any applicable state laws. If you are an exempt employee, you will be advised that you are in this classification at the time you are hired, transferred or promoted.

Employment Policies

Whether you are a new hire or a former employee returning to ChefAdvantage, you may feel a little strange in your new surroundings. This is a normal feeling and is expected. Your fellow employees, especially your manager, want to help you get off to a good start. Feel free to ask them for help concerning anything you don't understand.

One of the first things you should do is carefully read this Manual. It is designed to answer many of your questions about the practices and policies of ChefAdvantage, what you can expect from ChefAdvantage, and what ChefAdvantage expects from you.

Anniversary Date

The first day you report to work is your "official" anniversary date. Your anniversary date is used to compute various conditions and benefits described in this Manual.

Aptitude & Ability Tests

ChefAdvantage may utilize a skills and proficiency test to determine if you have the basic skills needed to perform satisfactorily in a position. If you have a disability, which will affect your ability to take such a test, it is important that you advise a company representative of this so that a reasonable accommodation can be arranged. Requested accommodations may include accessible testing sites, modified testing conditions, and accessible testing formats. ChefAdvantage reserves the right to require medical documentation concerning the need for the accommodation.

At Will Employment

All employment and compensation with ChefAdvantage is "at will" which means that your employment can be terminated with or without cause, and with or without notice, at any time, at the option of either ChefAdvantage or yourself, except as otherwise provided by law.

Background Check

Under most circumstances, ChefAdvantage will require that you pass a background check. It is your responsibility to assure that you are able to pass a background check regarding criminal activity and may also be tested for illegal drug use. ChefAdvantage will pay the cost of background and drug checks. Should you fail to maintain these qualifications, you will be subject to transfer to another position, if available, or dismissal.

Driver's License & Driving Record

Employees whose work requires operation of a motor vehicle must present and maintain a valid driver's license and a driving record acceptable to our insurer. You will be asked to submit a copy of your driving record to ChefAdvantage from time to time. Any changes in your driving record must be reported to the personnel department immediately. Failure to do so may result in disciplinary action, including possible dismissal. Unfortunately, driving violations may negatively impact ChefAdvantage's insurability enough to warrant your dismissal.

Business Hours

Our regular operating hours are 6:00 AM to 5:00 PM Monday through Friday. Please realize that foodservice operations vary greatly, and that these hours may be frequently amended to suit the needs of our company and clients.

Your particular hours of work will be determined and assigned by your manager or department head. Lunch is provided as a courtesy of ChefAdvantage, with no time deducted for your break.

Confidential Information

Our customers and suppliers entrust ChefAdvantage with important information relating to their businesses. The nature of this relationship requires maintenance of confidentiality. In safeguarding the information received, ChefAdvantage earns the respect and further trust of our customers and suppliers.

Your employment with ChefAdvantage assumes an obligation to maintain confidentiality, even after you leave our employ.

Any violation of confidentiality seriously injures ChefAdvantage's reputation and effectiveness. Therefore, please do not discuss ChefAdvantage business with anyone who does not work for us, and never discuss business transactions with anyone who does not have a direct association with the transaction. Even casual remarks can be misinterpreted and repeated, so develop the personal discipline necessary to maintain confidentiality. If you hear, see, or become aware of anyone else breaking this trust, consider what he or she might do with information they get from you.

If you are questioned by someone outside the company or your department and you are concerned about the appropriateness of giving them certain information, remember that you are not required to answer, and that we do not wish you to do so. Instead, as politely as possible, refer the request to your manager or to the Company President.

No one is permitted to remove or make copies of any ChefAdvantage records, reports, or documents without prior management approval.

Because of its seriousness, disclosure of confidential information could lead to dismissal.

Customer Relations

The success of ChefAdvantage depends upon the quality of the relationships between ChefAdvantage, our employees, our customers, our suppliers, and the general public. Our customers' impression of ChefAdvantage and their interest and willingness to purchase from us is greatly formed by the people who serve them. In a sense, regardless of your position, you are ChefAdvantage's ambassador. The more goodwill you promote, the more our customers will respect and appreciate you, ChefAdvantage and ChefAdvantage's products and services.

Here are several things you can do to help give customers a good impression of ChefAdvantage:

1. Act competently and deal with customers in a courteous and respectful manner.
2. Communicate pleasantly and respectfully with other employees at all times.
3. Follow up on orders and questions promptly, provide businesslike replies to inquiries and requests, and perform all duties in an orderly manner.
4. Take great pride in your work and enjoy doing your very best.
5. Always show concern and empathy if a client is dissatisfied, for any reason, and do your very best to resolve the problem as quickly and efficiently as possible

These are the building blocks for your and ChefAdvantage's continued success. Thank you for adding your support.

Equal Employment Opportunity

ChefAdvantage will provide equal employment opportunity without regard to race, color, sex, age, disability, religion, national origin, marital status, sexual orientation, ancestry, political belief or activity, or status as a veteran.

The policy applies to all areas of employment, including recruitment, hiring, training and development, promotion, transfer, termination, layoff, compensation benefits, social and recreational programs, and all other conditions and privileges of employment in accordance with applicable federal, state, and local laws.

It is the policy of ChefAdvantage to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA). ChefAdvantage will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. ChefAdvantage also will make reasonable accommodation wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the duties and assignments connected with the job and provided that any accommodations made do not require significant difficulty or expense.

Equal employment opportunity notices are posted on appropriate employee bulletin boards as required by law. The notices summarize the rights of employees to equal opportunity in employment and lists the names and addresses of the various government agencies that may be contacted in the event that any person believes he or she has been discriminated against.

Management is primarily responsible for seeing that ChefAdvantage's equal employment opportunity policies are implemented, but all members of the staff share in the responsibility for assuring that by their personal actions the policies are effective and apply uniformly to everyone. Any employees, including managers, involved in discriminatory practices will be subject to discharge.

Reinstatement of Benefits (Bridging)

In the event you return to work for ChefAdvantage, and upon completion of twelve (12) months of continuous employment with ChefAdvantage, you may be eligible to continue your benefits at the level you enjoyed them (commensurate with your new position) at the time of your termination of previous employment with ChefAdvantage.

Harassment Policy

ChefAdvantage intends to provide a work environment that is pleasant, healthful, comfortable, and free from intimidation, hostility or other offenses, which might interfere with work performance. Harassment of any sort - verbal, physical, visual, will not be tolerated.

What Is Harassment?

Harassment can take many forms. It may be, but is not limited to: words, signs, jokes, pranks, intimidation, physical contact, or violence. Harassment is not necessarily sexual in nature.

Sexually harassing conduct may include unwelcome sexual advances, requests for sexual favors, or any other verbal or physical contact of a sexual nature that prevents an individual from effectively performing the duties of their position or creates an intimidating, hostile or offensive working environment, or when such conduct is made a condition of employment or compensation, either implicitly or explicitly.

Responsibility

All ChefAdvantage employees, and particularly managers, have a responsibility for keeping our work environment free of harassment. Any employee who becomes aware of an incident of harassment, whether by witnessing the incident or being told of it, must report it to their immediate manager or any management representative with whom they feel comfortable. When management becomes aware that harassment might exist, it is obligated by law to take prompt and appropriate action, whether or not the victim wants the company to do so.

Reporting

Any incidents of harassment must be immediately reported to a manager or other management representative. Appropriate investigation and disciplinary action will be taken. All reports will be promptly investigated with due regard for the privacy of everyone involved. Any employee found to have harassed a fellow employee or subordinate would be subject to severe disciplinary action or possible discharge. ChefAdvantage will also take any additional action necessary to appropriately remedy the situation. No adverse employment action will be taken for any employee making a good faith report of alleged harassment.

ChefAdvantage accepts no liability for harassment of one employee by another employee. The individual who makes unwelcome advances, threatens, or in any way harasses another employee is personally liable for such actions and their consequences. ChefAdvantage will not provide legal, financial or any other assistance to an individual accused of harassment if a legal complaint is filed.

Health Examinations

ChefAdvantage reserves the right to require an employee to participate in a health examination to determine the employee's fitness to perform his/her essential job functions. The company shall pay for all such health exams.

How You Were Selected

We carefully select our employees through written application, personal interview, and reference checks. After all available information was carefully considered and evaluated; you were selected to become a member of our team.

This careful selection process helps ChefAdvantage to find and employ people who are concerned with their own personal success and the success of ChefAdvantage; people who want to do a job well and who can carry on their work with skill and ability; and people who are comfortable with ChefAdvantage and who can work well with our team.

Introductory Period

Your first ninety (90) days of employment at ChefAdvantage are considered an Introductory Period, and during that period you will not accrue benefits described in this Manual unless otherwise required by law. This Introductory Period will be a time for getting to know your fellow employees, your manager and the tasks involved in your job position, as well as becoming familiar with ChefAdvantage's products and services. Your manager will work closely with you to help you understand the needs and processes of your job.

This Introductory Period is a try-out time for both you, as an employee, and ChefAdvantage, as an employer. During this Introductory Period, ChefAdvantage will evaluate your suitability for employment, and you can evaluate ChefAdvantage as well. At any time during this first ninety (90) days, you may resign without any detriment to your record. If, during this period, your work habits, attitude, attendance or performance do not measure up to our standards, we may release you. If you take approved time off in excess of five workdays during the Introductory Period, the Introductory Period may be extended by that length of time.

At the end of the Introductory Period, your manager will discuss your job performance with you. This review will be much the same as the normal job performance review that is held for regular full-time or part-time employees on an annual basis. During the course of the discussion, you are encouraged to give your comments and ideas as well.

Please understand that completion of the Introductory Period does not guarantee continued employment for any specified period of time, nor does it require that an employee be discharged only for "cause."

A former employee who has been rehired after a separation from ChefAdvantage of more than one (1) year is considered an introductory employee during their first ninety (90) days following rehire.

Job Descriptions

We maintain a job description for each position in ChefAdvantage. When your duties and responsibilities are changed, your job description will be updated. If you wish to see your job description, please ask your manager or the Operations Manager.

Knowledge of ChefAdvantage

After having learned to competently perform your own duties, your next step is to familiarize yourself with other ChefAdvantage activities. This can prove valuable to you, our customers and ChefAdvantage as well. ChefAdvantage may provide additional "cross-training."

Knowledge of the services and products of ChefAdvantage will help you avoid the "I don't know" syndrome. Our customers' confidence in you increases as you are able to answer their basic questions. However, please don't pretend you know the answer or try to guess the answer when you are uncertain. If you are unsure of the correct information, refer the inquiry to your manager, or to a person more qualified to respond.

Non-Compete Agreement

Certain employees, such as outside/field salespeople and unit managers, may be required to sign a Non-Compete Agreement prepared by our attorneys as a condition of employment.

Outside Employment

What you do on your free time is your own business. However, if you are employed by ChefAdvantage in a full-time position, ChefAdvantage will expect that your position here is your primary employment. Any outside activity must not interfere with your ability to properly perform your job duties at ChefAdvantage.

If you were thinking of taking on a second job, it would be wise to notify your manager immediately. He or she will thoroughly discuss this opportunity with you to make sure that it will not interfere with your job at ChefAdvantage nor pose a conflict of interest.

Proof of U.S. Citizenship and/or Right to Work

Federal regulations require that 1) before becoming employed, all applicants must complete and sign Federal Form I-9, Employment Eligibility Verification Form; and 2) all applicants who are hired need to present documents of identity and eligibility to work in the U.S.

Relatives

If you and members of your immediate family are employed by ChefAdvantage, one may not supervise the other nor may they work in the same department. If the employees are unable to develop a workable solution, the Company President of ChefAdvantage will decide which employee may be transferred in such situations. For purposes of this section, your immediate family includes your spouse, your children, your siblings, your parents, your grandparents, and your spouse's children, siblings, parents and grandparents.

Should two present employees that work together or supervise each other enter into a personal, non-work related relationship, one or both employees may have to be transferred.

Employees working in the Personnel department may not be related to employees working outside that department.

Security Checks

ChefAdvantage may exercise its right to inspect all packages and parcels entering and leaving our premises.

We Need Your Ideas

Ask any of our employees who have worked with us for a long time and they will probably tell you of the many changes and improvements that have come about in their departments since they first joined us. We believe the person doing a job is in the best position to think of ways of doing it more easily, more efficiently, and more effectively. If you think of a better way of doing your job or the job of a fellow employee, discuss it with your manager, who will welcome your suggestions and ideas.

Remember, there may be areas in ChefAdvantage's operation that can be improved. These could be in service, production methods, equipment, communications, safety, and ways to reduce costs, losses, and/or waste, or other improvements for which you may see a need. Please give us the benefit of your unique experience and thoughts. Your contributions, as well as those of others, could expand your profit sharing! Also, make sure to document your innovations and money-saving efforts and have them placed in your personnel file .

Whenever people gather together to achieve goals, some rules of conduct are needed to help everyone work together efficiently, effectively, and harmoniously. Some people have problems with "rules" and "authority figures," and past experience may have justified these thoughts and feelings; however, at ChefAdvantage, we hold ourselves to a high standard of quality where the rules and authority figures simply assure that quality is maintained.

By accepting employment with us, you have a responsibility to ChefAdvantage and to your fellow employees to adhere to certain rules of behavior and conduct. The purpose of these rules is not to restrict your rights, but rather to be certain that you understand what conduct is expected and necessary. When each person is aware that he or she can fully depend upon fellow workers to follow the rules of conduct, then our organization will be a better place to work for everyone.

Unacceptable Activities

Generally speaking, we expect each person to act in a mature and responsible way at all times. However, to avoid any possible confusion, some of the more obvious unacceptable activities are noted below. Your avoidance of these activities will be to your benefit as well as the benefit of ChefAdvantage.

If you have any questions concerning any work or safety rule, or any of the unacceptable activities listed, please see your manager for an explanation.

Occurrences of any of the following violations, because of their seriousness, may result in immediate dismissal without warning:

- * Willful violation of any company rule; any deliberate action that is extreme in nature and is obviously detrimental to ChefAdvantage's efforts to operate profitably.
- * Willful violation of security or safety rules or failure to observe safety rules or ChefAdvantage safety practices; failure to wear required safety equipment; tampering with ChefAdvantage equipment or safety equipment.
- * Negligence or any careless action, which endangers the life or safety of another person.
- * Being intoxicated or under the influence of controlled substance drugs while at work; use or possession or sale of controlled substance drugs in any quantity while on company premises except medications prescribed by a physician which do not impair work performance.
- * Unauthorized possession of dangerous or illegal firearms, weapons, explosives, or dangerous chemicals on company property or while on duty.
- * Engaging in criminal conduct or acts of violence, or making threats of violence toward anyone on company premises or when representing ChefAdvantage; fighting, or horseplay or provoking a fight on company property, or negligent damage of property.
- * Insubordination or refusing to obey instructions properly issued by your manager pertaining to your work; refusal to help out on a special assignment.

- * Threatening, intimidating or coercing fellow employees on or off the premises -- at any time, for any purpose.
- * Engaging in an act of sabotage; willfully or with gross negligence causing the destruction or damage of company property, or the property of fellow employees, customers, suppliers, or visitors in any manner.
- * Theft of company property or the property of fellow employees; unauthorized possession or removal of any company property, including documents, from the premises without prior permission from management; unauthorized use of company equipment or property for personal reasons; using company equipment for profit.
- * Dishonesty; willful falsification or misrepresentation on your application for employment or other work records; lying about sick or personal leave; falsifying reason for a leave of absence or other data requested by ChefAdvantage; alteration of company records or other company documents.
- * Violating the non-disclosure agreement; giving confidential or proprietary ChefAdvantage information to competitors or other organizations or to unauthorized ChefAdvantage employees; working for a competing business while a ChefAdvantage employee; breach of confidentiality of personnel information.
- * Malicious gossip and/or spreading rumors; engaging in behavior designed to create discord and lack of harmony; interfering with another employee on the job; willfully restricting work output or encouraging others to do the same.
- * Immoral conduct or indecency on company property.
- * Conducting a lottery or gambling on company premises.

Occurrences of any of the following activities, as well as violations of any ChefAdvantage rules or policies, may be subject to disciplinary action, including possible immediate dismissal. This list is not all-inclusive and, notwithstanding this list, all employees remain employed "at will."

- * Unsatisfactory or careless work; failure to meet production or quality standards as explained to you by your manager; mistakes due to carelessness or failure to get necessary instructions.
- * Any act of harassment, sexual, racial or other; telling sexist or racial-type jokes; making racial or ethnic slurs.
- * Leaving work before the end of a workday or not being ready to work at the start of a workday without approval of your manager; stopping work before time specified for such purposes.
- * Sleeping on the job, loitering or loafing during working hours.
- * Excessive use of company telephone for personal calls.
- * Leaving your workstation during your work hours without the permission of your manager, except to use the rest room.
- * Smoking anywhere on company property, in company vehicles, or on client's property
- * Creating or contributing to unsanitary conditions.
- * Posting, removing or altering notices on any bulletin board on company property without permission of an officer of ChefAdvantage.
- * Failure to report an absence or late arrival; excessive absence or lateness.

- * Filling your own order or invoicing or ringing up your own order.
- * Buying company merchandise for resale.
- * Obscene or abusive language toward any manager, employee or customer; indifference or rudeness towards a customer or fellow employee; any disorderly/antagonistic conduct on company premises.
- * Speeding or careless driving of any company vehicles.
- * Failure to immediately report damage to, or an accident involving company equipment.
- * Soliciting during working hours and/or in working areas; selling merchandise or collecting funds of any kind for charities or others without authorization during business hours, or at a time or place that interferes with the work of another employee on company premises.
- * Failure to maintain a neat and clean appearance in terms of the standards established by your manager; any departure from accepted conventional modes of dress or personal grooming; wearing improper or unsafe clothing.
- * Eating food and beverages in undesignated areas or at your workstation.
- * Failure to use your timecard; alteration of your own timecard or records or attendance documents; punching or altering another employee's timecard or records, or causing someone to alter your timecard or records.

Disciplinary Actions

Unacceptable behavior, which does not lead to immediate dismissal, may be dealt with in the following manner:

Verbal Warning
Written Warning
Dismissal

Written warnings will include the reasons for the manager's dissatisfaction and any supporting evidence. You will have an opportunity to defend your actions and rebut the opinion of your manager at the time the warning is issued. Disciplinary actions may also include fines, suspensions or other measures deemed appropriate to the circumstances.

All pertinent facts will be carefully reviewed, and the employee will be given a full opportunity to explain his or her conduct before any decision is reached. The Company President or another member of senior management will give a second opinion concerning the unacceptable behavior before dismissal occurs.

Wage & Salary Policies

It is ChefAdvantage's desire to pay wages and salaries that are competitive with other employers in the marketplace in a way that will be motivational, fair and equitable, variable with individual and company performance and in compliance with all applicable statutory requirements.

You are employed by ChefAdvantage and will be carried directly on our payroll. No person may be paid directly out of petty cash or any other such fund for work performed. The only exception to this policy is where a contract relationship exists with a bona fide contractor.

Application

ChefAdvantage applies the same principles of fairness and external comparability to all employees, regardless of organizational level, sex, religion, national origin, age, or race.

Basis for Determining Pay

Your pay is influenced by three factors:

1. The nature and scope of the job
2. Individual performance
3. Potential for accepting greater responsibility

Job Scope

Through a process called job evaluation, the scope, responsibility, impact and required skills and abilities of each job at ChefAdvantage are compared. The result is a relative ranking of all jobs, from high to low. Job evaluation is independent of any employee or his performance.

Individual Pay

An individual's pay within this range will depend on his sustained performance over time. Each year every employee will have a performance review with his manager or supervisor. During that review, significant performance events that occurred throughout the year will be discussed.

The overall performance rating will influence the wage/salary adjustment. Through individual performance and by increasing job responsibilities and moving to higher-level jobs, you have significant impact on your pay.

Computing Pay

Should you be one of our "salaried" employees whose pay is not based on an hourly rate, there may be times when it is necessary to compensate you for some daily or hourly pay. When this is necessary, ChefAdvantage will compute your time on the basis of a forty (40) hour work week.

Deductions From Paycheck (Mandatory)

ChefAdvantage is required by law to make certain deductions from your paycheck each time one is prepared. Among these are your federal, state and local income taxes and your contribution to Social Security as required by law. These deductions will be itemized on your check stub. The amount of the deductions may depend on your earnings and on the information you furnish on your W-4 form regarding the number of dependents/exemptions you claim. Any change in name, address, telephone number, marital status or number of exemptions must be reported to the Office Manager] immediately, to ensure proper credit for tax purposes. The W-2 form you receive for each year indicates precisely how much of your earnings were deducted for these purposes.

Any other mandatory deductions to be made from your paycheck, such as court-ordered attachments, will be explained whenever ChefAdvantage is ordered to make such deductions. Some states may require other payroll deductions.

Deductions (Other)/Direct Deposit

It is possible for you to authorize ChefAdvantage to deposit your paycheck directly into your savings or checking account at a participating bank. Contact the Office Manager for details and the necessary authorization forms.

Repayment of Company Loan/Payroll Advance

Funds you owe to ChefAdvantage may be deducted from current wages according to the terms and conditions agreed upon at the time of your advance or loan from ChefAdvantage.

Error In Pay

Every effort is made to avoid errors in your paycheck. If you believe an error has been made, tell your manager immediately. He or she will take the necessary steps to research the problem and to assure that any necessary correction is made properly and promptly.

Overtime Pay

From time to time, it may be necessary for you to perform overtime work in order to complete a job on time. Your manager must approve all overtime in advance. When it is necessary to work overtime, you are expected to cooperate as a condition of your employment.

If you are a "non-exempt" employee and you perform overtime work, you will be paid one and one-half (1-1/2) times your regular hourly wage for any time over forty (40) hours per week that you work. If, during that week, you were away from the job because of a job-related injury, paid holiday, jury duty, vacation taken in single-day increments, or paid sick time, those hours not worked will not be counted as hours worked for the purpose of computing eligibility for overtime pay.

Pay Period & Hours

Our payroll work week begins on Sunday at 12:01 a.m. and ends on Saturday at 12:00 midnight.

Pay Cycle

Fiscal Pay Period/Bi-weekly:

(26 pay periods per year) Payday is normally on every other Friday afternoon for services performed for the two (2) week period ending the previous Saturday at 12:00 midnight.

Paycheck Distribution & Cashing Procedures

Paychecks are hand delivered to employees on Friday of every other week. Alternatively, you may request that your check be direct deposited.

Reporting Time Pay -- Inclement Weather & "Acts of God"

In the event you report for work without being notified in advance that we are temporarily closed due to special circumstances, you will receive a minimum of four hours of straight time pay. Special circumstances include inclement weather, fire, flood or some other "Act of God", power/utility failure, an inoperable computer system, or lack of work. You may be asked to perform other available work for the 4) hour period. If you refuse, you will forfeit your claim to reporting pay. This policy applies to our "non-exempt" employees only.

Please take it upon yourself to contact your manager, either at home, via cell phone, or at work, if unsure of your work status for the day. Since the work we perform is deadline intensive, your managers fully expect that they may need to contact you during off hours.

Please take it upon yourself to contact your manager, either at home, via cell phone, or at work, if unsure of your work status for the day. Since the work we perform is deadline intensive, your managers fully expect that they may need to contact you during off hours, and vice versa, in times of uncertainty. Home numbers are provided for your reference.

Unfortunately, you will not be paid when work is not available due to circumstances not within ChefAdvantage's control; the following are examples of such circumstances.

- * Operations cannot commence or continue due to threats to employees or property or when recommended by civil authorities.
- * Public utilities fail to supply electricity, water, or gas, or there is a failure in the public utilities, or sewer system.
- * The interruption of work is caused by an "Act of God" (inclement weather, fire, flood, earthquake, avalanche, etc.) or some other cause not within ChefAdvantage's control.

Termination & Severance Pay

ChefAdvantage does not pay severance pay. When you leave ChefAdvantage, you will be paid for actual time worked, plus any accrued but unused vacation time, as specified under "Vacations" in the "Benefits" section

Time Cards/Records

By law, we are obligated to keep accurate records of the time worked by "non-exempt" employees.

This is done by either electronic time clock or other written documentation.

Your time card is the only way the payroll department knows how many hours you worked and how much to pay you. Your electronic time card indicates when you arrived and when you departed. You are to punch in and out for brief absences like a doctor or dentist's appointment, or lunches that you take away from ChefAdvantage. All employees are required to keep the office advised of their departures from and returns to the premises during the work day.

You are responsible for your time. If you forget to clock in or make an error on your card, your manager must make the correction. You are not permitted to punch in more than six (6) minutes before your scheduled starting time nor more than six (6) minutes after your scheduled quitting time without your manager's approval.

Tampering with another's time is cause for disciplinary action, including possible dismissal, of both employees. Do not alter another person's record, or influence anyone else to alter your record for you. In the event of an error in recording your time, please report the matter to your manager immediately.

Wage Assignments (Garnishments)

We hope you will manage your financial affairs so that we will not be obligated to execute any court-ordered wage assignment or garnishment against your wages. However, whenever court-ordered deductions are to be taken from your paycheck, you will be notified.

According to the Federal Wage Garnishment Act, three (3) or more garnishments may be cause for dismissal.

Performance Reviews

Your manager is continuously evaluating your job performance. Day-to-day interaction between you and your manager should give you a sense of how your manager perceives your performance.

However, to avoid haphazard or incomplete evaluations, ChefAdvantage conducts a formal review once a year for each employee.

Performance reviews will be conducted annually on or about each employee's anniversary date. New employees may be reviewed more frequently. A review may also be conducted in the event of a promotion or change in duties and responsibilities.

During formal performance reviews, your manager will consider the following things, among others:

- * Attendance, initiative and effort
- * Knowledge of your work
- * Attitude and willingness
- * The quality and quantity of your work
- * The conditions under which you work

The primary reason for performance reviews is to identify your strengths and weaknesses in order to reinforce your good habits and develop ways to improve in your weaker areas. This review also serves to make you aware of and to document how your job performance compares to the goals and description of your job. This is a good time to discuss your interests and future goals. Your manager is interested in helping you to progress and grow in order to achieve personal as well as work-related goals—perhaps he or she can recommend further training or additional opportunities for you.

In addition to individual job performance reviews, ChefAdvantage periodically conducts a review of job descriptions to insure that we are fully aware of any changes in the duties and responsibilities of each position, and that such changes are recognized and adequately compensated.

Compensation Reviews

Wage and salary increases are based on merit alone, not length-of-service or the cost-of-living. Having your compensation reviewed does not necessarily mean that you will be given an increase.

ChefAdvantage conducts compensation reviews annually on or about each employee's anniversary date, following their annual performance review. Any wage or salary increases will appear in the pay period ending after the dates they are granted. Wage and salary increases may be retroactive in the case of late reviews, at the discretion of the Company President.

Absence or Tardiness

ChefAdvantage is a small company that believes in the philosophy of hiring highly qualified people to staff its operations. We do not over-hire in the anticipation of absences, tardiness, etc. Therefore, we ask that you please be diligent about limiting absences to those periods when you are truly ill or unable to attend work. We do, however, realize that you may need a planned absence from time to time. If so, please give your manager as much notice as possible. He or she will give every consideration to honoring your request.

Absence from work for three (3) consecutive days without notifying your manager or the personnel administrator will be considered a voluntary resignation.

Attendance

You are expected to be at your work station and ready to work at the beginning of your assigned daily work hours, and you are expected to remain at your work station until the end of your assigned work hours, except for approved breaks and lunch. When your work takes you away from your workstation, please let your manager know where you are going and how long you expect to be gone.

Be aware that excessive time off could lead to disciplinary action.

Breaks/Rest Periods

You are entitled to two (2) fifteen (15) minute rest breaks each day. Normally these rest breaks will be scheduled in mid-morning and mid-afternoon. These will be determined by your manager. If you work in a department where breaks are not directly assigned, please coordinate with your co-workers to maintain adequate coverage at all times. Always be sure to return to work on time at the end of any break. In the unlikely event of an emergency or unusual condition, your manager may ask you to change or postpone your break in order to finish a particular project.

Closure After Starting Time

If severe weather conditions exist and the Company President (or designated representative) decides to close ChefAdvantage for the remainder of the day, you will be notified as soon as possible by your manager. If you are sent home you will be paid for at least 4 hours of work. If you are sent home after having worked 4 hours, you will be paid for the time that you actually worked.

If your manager asks that you remain at work after ChefAdvantage has closed because of severe weather conditions, you will be paid at time and one-half for the remaining hours that you work beyond the announced closing time.

Excessive Absenteeism or Tardiness

In general, 3 absences in a 180-day period, or a consistent pattern of absence, will be considered excessive, and the reasons for the absences may come under question. Tardiness or leaving early is as detrimental to ChefAdvantage as an absence. Three (3) such incidents in a 180-day period will be considered a “tardiness pattern” and will carry the same weight as an absence. Other factors, like the degree of lateness, may be considered.

Be aware that excessive absenteeism, tardiness, or leaving early may lead to disciplinary action, including possible dismissal.

Record of Absence or Tardiness

If you are absent because of illness for three (3) or more successive days, your manager may request that you submit written documentation from your doctor. If you are absent five (5) or more days because of illness, you may be required to provide written documentation from a doctor that you are able to resume normal work duties before you will be allowed to return to work. You will be responsible for any charges made by your doctor for this documentation. Your manager will make a note of any absence or lateness, and the reason, in your personnel file. Your attendance record will be considered when evaluating requests for promotions, transfers, leaves of absence, and approved time off, as well as scheduling layoffs, etc.

Lunch and Eating in Production Areas

The life of a foodservice worker is a hectic one. We realize that you may prefer to “grab a bite” on the run, in lieu of a formal lunch period. You are welcome to do so, and ChefAdvantage will not deduct any lunch break for periods of 25 minutes or less. We do prefer that you use this time as a relaxing break, away from the concerns of the day. However, under no circumstances are you allowed to eat in kitchen production areas. This is a state law, and a serious health and safety issue. Therefore, we ask that you eat your lunch or snacks in the staff break room. Lunch breaks of 30 minutes or more, or those breaks that occur away from the premises, will be deducted from your paycheck, and you MUST clock out.

The Benefits Package

In addition to your wages, the following are benefits currently enjoyed. These are just some of the benefits ChefAdvantage provides for eligible employees each year:

Full Time Benefits

Group Term Life Insurance	After 3 months employment
Health Care/Hospitalization Insurance/ Dental	After 3 months employment
Paid Holidays	Immediately
Paid Vacations	After one year employment
Retirement Plan	After two year's employment
Sick Pay Leave	After 6 months employment
Social Security	Immediately
Unemployment Compensation Insurance	Immediately
Workers' Compensation Insurance	Immediately
Education Assistance	Situational
Employee Assistance Program	Situational
Funeral (Bereavement) Leave	Situational

Part Time Benefits

Paid Holidays Based on Normal Schedule	Immediately
Paid Vacations Based on Hours Accrued	After one year employment
Sick Pay Leave	After one year employment
Social Security	Immediately
Unemployment Compensation Insurance	Immediately
Workers' Compensation Insurance	Immediately
Education Assistance	Situational
Employee Assistance Program	Situational
Funeral (Bereavement) Leave	Situational

Vacation

Vacation is a time for you to rest, relax, and pursue special interests. ChefAdvantage provides paid vacation as one of the many ways in which we show our appreciation for your loyalty and continued service. You may take any vacation accrued in any full-day (8 regular hours) increments you like. However, because vacation is a time to fully enjoy time away from work, we encourage you to schedule your vacation in full weekly increments.

Amount of Vacation

The vacation accrual rate for employees is as follows:

<i>Length of Service</i>	<i>Days Earned</i>
1 to 5 years	5 days
More than 5 years	10 days

Paid vacation for part-time employees is based upon the average number of hours worked per week. Each part-time employee will receive five (5) days of vacation at their regular rate multiplied by the average number of hours worked each week.

Scheduling Your Vacation

Employees throughout the company are encouraged to schedule time off during non-peak periods for their division. A good example might include the summer break or winter holidays for prep schools. We encourage you to discuss business trends with your manager and plan well in advance so that we can honor your preferred time for vacation. Vacations must be approved by your manager and will depend on the volume of business at hand and staffing needs. Available vacation periods will be approved on a "first come" basis.

Vacations in Advance

Many ChefAdvantage employees serve clients who may close or slow down for periods during the summer or major holidays. Since it is prudent to enjoy vacation during the slower periods of operation, it may be wise in some cases to advance vacation days in order to align vacation schedules with these slower periods. If you have at least nine months of service, we may consider such advancement of vacation time. In such cases, as approved by management, you may enjoy your regularly scheduled vacation earlier than your yearly anniversary. Such occurrences will be treated as an advance that is fully earned upon your employment anniversary date. Should you resign or be terminated prior to your anniversary date, ChefAdvantage reserves the right to deduct any unearned vacation from your final pay.

Accumulation Rights

Vacation time may not be carried over and accumulated in subsequent calendar years. Exceptions to this policy may be made in unusual circumstances, each case to be considered separately by management.

If you have unused vacation at time of resignation or termination, you will be compensated on your final paycheck if 2 weeks notice is given and the notice period is worked.

Payment in Lieu of Vacation

The purpose of a vacation is to provide you with a time to rest and relax; therefore, no additional wages or salary will be paid to you in lieu of a vacation unless advance approval in writing is granted by management. If payment in lieu of vacation is approved, one (1) week of vacation is equivalent to a regular scheduled work week at your basic straight time hourly rate.

Holidays

ChefAdvantage recognizes the seven (7) holidays as listed below:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving
Friday after Thanksgiving
Christmas

Please Note: Vacation and holiday time are not considered hours worked, therefore do not constitute overtime pay.

Client Recognized Holidays and Breaks

Depending upon your position at ChefAdvantage and the clients you serve, your schedule may be affected by seasonal closings and holidays recognized by our clients. In such case, ChefAdvantage will do its best to provide work for those who do not wish to have time off. Such work may be outside the scope of your normal activities and may involve special projects, serving another client, or working within a different division of ChefAdvantage. Unfortunately, we cannot always guarantee that work will be available during these periods. Preference will be given based on a combination of factors including seniority, your job performance, and the matching of your skills and experience to the available work at hand. We encourage you to work with your manager to stay abreast of client closings that may affect you and to advise your

manager regarding your preference to work or to observe the closing as unpaid time off. We will do our best to accommodate your wishes.

Summer closings or slowdowns at client sites may impact you for several weeks. Once again, we encourage you to advise us on your desire to work or to enjoy unpaid time off. There are three scenarios regarding these extended closings as follows:

- 1) If regular work is available in another capacity, you may be assigned to a different division, client, or project until your regular work resumes.
- 2) If you are not offered reassignment but are in good standing with ChefAdvantage, you will receive a notice of temporary layoff and will be eligible for any unemployment benefits that may apply. We encourage you to stay in contact with your manager during this period so that we may assign you to regular duty as soon as possible.
- 3) The third option is that you can be classified as an “on-call” employee during this period. On-call employees will not have to report to work regularly but will be available for assignment with reasonable notice (generally at least two business days with the exception of emergency needs). In return for being available for assignment, you will be compensated as follows based upon your length of employment:

90 days-2 years of employment-receives 25% of regular pay, based on the average number of hours worked

3 years of employment- receives 33% of regular pay, based on the average number of hours worked

4 + years of employment-receives 50% of regular pay, based on the average number of hours worked

On-call pay will be distributed on the regular payroll cycle, at which time we ask that you communicate with your manager regarding your continued availability as well as possible assignment by ChefAdvantage. On-call pay is available only after all earned vacation time has been taken.

*Please note: On-call status constitutes employment. You are not eligible for unemployment benefits if you select this option.

If you are called in for assignment, you will receive your regular rate of pay for time worked during assignment. If and when the assignment ends, you will resume the above schedule of payment for the difference in hours worked versus your normal number of hours worked.

Should you refuse assignment or not be available with reasonable notice or documented medical excuse, ChefAdvantage reserves the right to consider you not available for on-call service and may terminate the on-call agreement.

If you do elect to be on-call, you are still eligible to enjoy any vacation benefits you may have accumulated. It is necessary to formally schedule vacation with your manager so that we know you are observing vacation and not available for on-call status. Vacation wages will be paid at your regular rate as outlined in the vacation policy.

Other Paid Leaves

Funeral (Bereavement) Leave

You are entitled to take up to three (3) workdays with pay to attend the funeral and take care of personal matters related to the death of a member of your immediate family. (A parent, spouse, spouse's parent, child, spouse's child by a former marriage, brother or sister.) One (1) day of paid funeral leave will be granted in the case of the death of a grandparent, your spouse's grandparent or sibling, or any member of your extended family living in your home. Only regular full-time employees are eligible for paid funeral leave.

With your manager's approval, you may take up to one full day without pay to attend funerals of other relatives and friends. If you prefer, unused personal leave or a day of earned vacation may be used for this purpose. Paid time under this policy is given over and above any time allowed and earned under our Personal Leave policy.

Pay for a funeral leave will be made for actual time lost from work. If the death occurs at a time when work is not scheduled, payment will not be made. If a holiday or part of your vacation occurs on any of the days of absence, you may not receive holiday or vacation pay in addition to paid funeral leave. An excused absence for family death may not be retroactive, postponed or split.

Jury Duty

It is your civic duty as a citizen to report for jury duty whenever called. If you are called for jury duty, we will permit you to take the necessary time off and we wish to help you avoid any financial loss because of such service. If you have completed your Introductory Period, ChefAdvantage will reimburse you for the difference between your jury pay and your regular pay, not to exceed eight (8) hours per day, for a maximum of two (2) business days. Commissioned salespeople will be paid the difference between jury duty pay and their average pay for the past six (6) weeks.

You must notify your manager within forty-eight (48) hours of receipt of the jury summons. On any day or half-day you are not required to serve, you will be expected to return to work. In order to receive jury duty pay, you must present a statement of jury service and pay to your manager. The court issues this document.

Sick Leave

To qualify for sick leave you must be a full-time employee and have completed one year of service with ChefAdvantage. Time taken off before this will be without pay. If you must be absent from work because of a personal illness, you will be eligible to receive your regular straight time pay, eight (8) hours per day, for up to three (3) days per calendar year. You may use your sick leave in units of no less than two (2) hours at any one time. Please advise your manager as soon as possible that you will be absent from work due to illness. Also, it is your responsibility to report to your manager on a daily basis regarding your expected date of return.

Sick leave may be used for the purpose of visiting doctors, dentists or other practitioners in their offices. This time may also be used for tending to a serious illness suffered by a member of your immediate family, in the event the illness requires your personal time and attention. For purposes of this section, immediate family includes spouse, child, parent, or sibling living in your home. If another person can attend to the needs of an ill family member, you are expected to fulfill your duties as an employee of ChefAdvantage.

ChefAdvantage may request "proof-of-illness" and may also use a company-appointed physician to examine the employee.

If you are required to take a disability leave of absence, any accrued sick leave will be paid at the time the leave commences; should the leave extend beyond thirty (30) days, sick leave will not continue to accrue.

If you are on an approved leave of absence for less than thirty (30) days, your sick leave eligibility will not be affected; should the leave extend beyond thirty (30) calendar days, sick leave time will not continue to accrue.

This sick leave policy does not apply to "exempt" employees on our payroll. It also does not apply if sick leave is needed as a result of self-inflicted injury, illegal substance abuse, or alcohol abuse, or illness or injury incurred while in the act of committing a felony.

In the event of an illness or injury covered by workers' compensation, this sick leave policy will not apply, but will defer to state statutes. Sick days do not accumulate from year to year and are not redeemable.

Unpaid Leaves of Absence

Occasionally, for medical, personal, or other reasons, you may need to be temporarily released from the duties of your job with ChefAdvantage, but may not wish to submit your resignation. Under certain circumstances, you may be eligible for an unpaid leave of absence.

There are several types of unpaid leaves, which you may be eligible for: ChefAdvantage may grant an unpaid leave of absence for illness, disability or pregnancy. To request a disability leave of absence from your manager, you should submit, or have someone submit for you, a statement of ill health or disability from your doctor. (Pregnancy is treated, for the purposes of this policy, the same as an illness or disability.) An approved disability leave may be granted for up to ninety (90) days. If necessary, you may request extensions in thirty (30) day increments for a maximum of one (1) year. Whenever possible, you are required to give as much notice as possible of your pending need for a disability leave of absence.

In the case of pregnancy, please inform your manager as soon as possible of the date you and your doctor anticipate that you will begin your leave. Your job status will be protected to the extent that we will make every effort to allow you to return to your former work, or similar work if available, for which you may be qualified.

At the time the disability leave begins, any accrued personal leave or sick leave will be paid. Vacation time previously earned (but not used) at that time will also be paid if the employee so desires. These benefits do not continue to accrue during a leave of more than thirty (30) calendar days. This policy applies to all employees. Your group insurance booklet should be reviewed to determine your insurance coverage during a leave of absence.

Employees who must remain away from work for more than the period of time allowed above will be considered terminated from employment. They are welcome to re-apply subject to ChefAdvantage's usual hiring policies.

Employees who develop an illness or physical condition which requires medical treatment or restrictions and precautions as to their health will be required to submit a physician's statement. This statement must give approval that continued full-time employment in their present position would not jeopardize their health or the safety of others, in the event they continue to work. A similar statement is required upon return from a disability leave.

Should your attendance or job performance suffer during the period preceding and/or following a disability leave, we will accommodate you to the extent provided by law. We are under no obligation to reduce or alter your workload, or to assign fewer than the usual hours of work.

Educational Leave of Absence

An educational leave of absence may be approved if the desired curriculum is of mutual benefit to you and to ChefAdvantage. Apply in the same manner as you would for a personal leave of absence.

Election Day

We encourage you to exercise your voting privileges in local, state, and national elections. However, since the polls are open for long periods, you are encouraged to vote before or after regular working hours. If it should be necessary, you may take up to two hours leave from work to vote in a governmental election or referendum. You will be expected to notify your manager at least one week in advance. You will not be paid for such time. Personal leave time, if available, may be used for this purpose.

Military Leave of Absence

If you are a full-time employee and are inducted into the U.S. Armed Forces, you will be eligible for re-employment after completing military service, provided:

1. You show your orders to your manager as soon as you receive them.
2. You satisfactorily complete your active duty service.
3. You enter the military service directly from your employment with ChefAdvantage.
4. You apply for and are available for re-employment within ninety (90) days after discharge from active duty. If you are returning from up to six (6) months active duty for training, you must apply within a reasonable time (usually thirty (30) days) after discharge.

Military Reserves or National Guard Leave of Absence

Employees who serve in U.S. military organizations or state militia groups may take the necessary time off without pay to fulfill this obligation, and will retain all of their legal rights for continued employment under existing laws. These employees may apply accrued personal leave and unused earned vacation time to the leave if they wish; however, they are not obliged to do so.

You are expected to notify your manager as soon as you are aware of the dates you will be on duty so that arrangements can be made for replacement during this absence.

Insurance Premium Payment During Leaves of Absence

ChefAdvantage will continue to pay our share of insurance premiums for employee coverage and dependent coverage for a maximum of twelve (12) weeks while you are on a disability leave of absence. While you are on any other type of unpaid leave of absence from ChefAdvantage, you will be responsible for paying the total premiums for your coverage and that of your dependents while on leave. Failure to do so may result in loss of coverage and possible refusal by the insurance carrier to allow your coverage to be reinstated.

Insurance

Group Insurance

ChefAdvantage is interested in the health and well being of both you and your family. A comprehensive health and life insurance program is available for you and your family. We provide group insurance underwritten by a national insurance carrier. After completion of three (3) months, you become eligible for coverage. Please see the Office Manager to learn about enrollment periods. Also, please note that ChefAdvantage does its very best to provide reliable and affordable coverage. Due to the volatility of the insurance industry, changing benefits, and changing prices, we cannot guarantee that you will always be served by the same company or healthcare providers. Rest assured, we will do our very best to select an insurance carrier that best meets the group's needs.

If you choose insurance coverage, our insurance company provides a booklet describing your benefits; a copy of this will be given to you when you join the program. ChefAdvantage will pay for 75% of the cost of this program for you. Dependant coverage is available at your own cost.

Life Insurance

If you are covered under ChefAdvantage's Insurance Plan, our Group Life Insurance covers you. This insurance is payable in the event of your death from any cause, at any time or place, while you are insured. Payment will be made in a lump sum or in installments to the beneficiary, as designated by you. You may change your beneficiary whenever you wish by submitting the appropriate documents to the Human Resources Manager. Refer to the literature provided by our insurance company for details on your life insurance coverage.

Termination of Insurance

Your insurance will terminate when the insurance policy terminates, when you fail to make an agreed contribution to premium when due, when you cease to be eligible for coverage under the terms of our group insurance program, or when you cease to be

employed as a regular full-time employee eligible for the insurance. *ChefAdvantage* may, by continuing to pay the premium, keep your insurance in effect for a brief period if you cease to be an eligible employee for any reason other than resignation, dismissal, or failure to meet the terms of eligibility of our group insurance program.

Workers' Compensation

The Georgia Workers' Compensation Law is a no-fault insurance plan which is supervised by the state and one hundred percent (100%) paid for by ChefAdvantage. This law was designed to provide you with benefits for any injury which you may suffer in connection with your employment. Under the provisions of the law, if you are injured while at work, you are eligible to apply for Workers' Compensation.

What Is Workers' Compensation?

Georgia's no-fault Workers' Compensation law was passed by the State legislature to guarantee prompt, automatic benefits to workers injured on the job.

Before Workers' Compensation, an injured worker had to sue his employer to recover medical costs and lost wages. Lawsuits took months and sometimes years. Juries and judges had to decide who was at fault and how much, if anything, would be paid. In most cases, the injured worker got nothing. It was a costly, time-consuming and unfair system.

Today, if you're unable to work because of a job injury, ChefAdvantage and our Workers' Compensation Insurance carrier work together to take care of your medical expenses and pay you money to live on until you're able to come back to work—automatically, without delay or red tape.

Who Is Covered?

Every ChefAdvantage employee is protected by Workers' Compensation.

What Is Covered?

Any injury is covered if it's caused by your job—not just serious accidents, but even first-aid type injuries. Illnesses may also be covered, if they're related to your job. For example, common colds and flu are not covered, but if you caught tuberculosis while working at a TB hospital, that's covered. The main question is if the injury or illness is the result of the performance of your job.

When Am I Covered?

Coverage begins the first minute you're on the job and continues anytime you're working for ChefAdvantage. You don't have to work a certain length of time, and there's no need to earn any minimum amount of wages before you're protected.

How Do I Get the Benefits?

All injuries, no matter how slight, must be reported immediately to your manager to assure consideration under Workers' Compensation Insurance, should complications develop later. Your manager will see that you receive medical attention.

There are no reports for you to fill out, no forms to sign. Just tell your manager what, where, when, and how it happened -- enough information so that he or she can arrange medical treatment and complete the necessary reports. In an emergency, you may go directly to one of the medical facilities nearby. Later, you may be required to furnish your manager with written statements regarding the on-the-job accident so that we may accurately document the incident, and so you may receive all the benefits to which you are entitled. (Failure to do this could result in loss of benefits.)

Prompt reporting is the key. Benefits are automatic, but nothing can happen until your employer knows about the injury. Insure your right to benefits by reporting every injury, no matter how slight. Even a cut finger can be disabling if an infection develops.

Other Benefits

If the injury is very serious - one where you won't be able to work for a year or more - you may be eligible for additional benefits from Social Security. For information contact the nearest office of the Social Security Administration, or discuss your situation with the claims representative of ChefAdvantage's Workers' Compensation Insurance carrier.

Employees returning to work after being absent due to an injury must report to their manager prior to beginning work, and must bring a doctor's clearance for returning to duty.

Unemployment Compensation

ChefAdvantage pays a percentage of its payroll to the Unemployment Compensation Fund according to ChefAdvantage's employment history. If you become unemployed, you may be eligible for unemployment compensation, under certain conditions, for a limited period of time. Unemployment compensation provides temporary income for workers who have lost their jobs. To be eligible you must have earned a certain amount and be willing and able to work. You should apply for benefits through your local State Unemployment Office as soon as possible. ChefAdvantage pays the entire cost of this insurance.

Social Security

The United States Government operates a system of contributory insurance known as Social Security. As a wage earner, you are required by law to contribute a set amount of your weekly wages to the trust fund from which benefits are paid. As your employer, ChefAdvantage is required to deduct this amount from each paycheck you receive. In addition, ChefAdvantage matches your contribution dollar for dollar, thereby paying one-half of the cost of your Social Security benefits.

Retirement Plan

ChefAdvantage has a 401K Retirement Plan to provide eligible employees who have completed two (2) years service with a matching dollar for dollar contribution of up to three (3) percent of the employee's salary.

All regular full-time employees and part-time employees who work at least one thousand (1,000) hours per year are eligible to participate in the 401 K plan. Participation in the Plan begins on the first day of the month following your first two complete years of employment.

The details regarding this plan can be obtained by contacting the Office Manager.

Education/Training (Attending Seminars/Training Sessions)

From time to time, ChefAdvantage may arrange to have both formal and informal training programs to enable you to progress in your technical knowledge of our business. All or a portion of the expenses for off-premises training will be paid for by ChefAdvantage depending on the nature of the course. Check with your manager for details.

Also, during any slow periods of work you should use the time to learn more about ChefAdvantage, its services and products. You may progress as you become more knowledgeable about your job and the jobs of the people around you. You are encouraged to ask questions about any aspect of ChefAdvantage that is of interest or unclear.

If you become aware of a particular seminar that you believe is appropriate for enhancing your skills (and/or those of other employees), please bring it to the attention of your manager. Since these seminars are usually offered only at specified times in a geographical area, please be sure to notify your manager as far in advance as possible. This way, he or she can attempt to schedule workloads to accommodate your (and/or other employees') desire to attend the seminar.

Employee Assistance Program

ChefAdvantage is a small company and does not currently have a formal employee assistance program. However, we realize that issues in your personal life can become burdensome to the point where it affects your ability to function as you wish. Please know that we stand committed to helping as we are able. We realize that these are often sensitive issues. We encourage you to speak directly with the Company President of ChefAdvantage if you experience problems in any of the following areas:

- * Alcoholism
- * Domestic violence
- * Drug dependency
- * Eating disorders
- * Emotional illness
- * Family problems
- * Financial problems
- * Legal problems

Confidentiality is one of the most important aspects of seeking help. If you contact the company President directly, no one in the company will know about it unless you wish to tell them. No information concerning the nature of your problem will be released without your consent. ChefAdvantage will make every attempt to guide you to the appropriate professionals most suited to help you.

Employee Purchases

Employees are not permitted to buy or accept any goods or services from ChefAdvantage vendors without permission from ChefAdvantage's management. If you are given permission to buy from a vendor it shall be for the purpose of enjoying said goods for personal use. Under no circumstances will permission be given to purchase merchandise for use in any commercial pursuit. Permission to purchase goods will be on a case-by-case scenario and not constitute an open-ended agreement to purchase at will. Purchases must be pre-approved and submitted on a separate invoice to be paid directly and immediately by the employee. Any purchase for personal use included on an invoice with other ChefAdvantage purchases will be considered theft, regardless of your intentions to repay ChefAdvantage for said purchases.

Bonuses

It has been a practice of ChefAdvantage to distribute bonuses when profits permit. Bonuses are determined on the basis of attendance, attitude, cooperation, efficiency, initiative, knowledge, performance, salary and length of service as evaluated by your manager. While this is not a "policy" which applies to all, and is not guaranteed or automatic, we will continue this practice so long as possible.

Miscellaneous Information

Bulletin Boards

Bulletins and bulletin board(s) are our "official" way of keeping everyone informed about new policies, changes in procedures and special events. Information of general interest is posted regularly on the bulletin board(s). Please form the habit of reading the bulletin board(s) regularly so that you will be familiar with the information posted on it.

Only authorized personnel are permitted to post, remove, or alter any notice on the bulletin board(s). If you want to have notices posted on ChefAdvantage bulletin board(s), see your manager for instructions.

Communications

Successful working conditions and relationships depend upon successful communication. Not only do you need to stay aware of changes in procedures, policies, and general information, you also need to communicate your ideas, suggestions, personal goals, or problems as they affect your work.

In addition to the exchanges of information and expressions of ideas and attitudes which occur daily, make certain you are aware of and utilize all ChefAdvantage methods of communication, including this Employee Manual, bulletin boards, discussions with your manager, memoranda, electronic media, staff meetings, newsletters, training sessions, etc.

This varied information, in any form, is considered confidential information and is property of ChefAdvantage. Distribution of any company information, in any form, without permission of ChefAdvantage management is against policy.

ChefAdvantage provides a number of different resources for business communication, including, but not limited to computer hardware, software, e-mail, websites, letterhead, postage, telephone, and fax service. These vehicles are intended for business use only and not for personal use in any manner. Personal use of such resources will be considered theft of company property and/or time and will be treated accordingly.

Community Activities

ChefAdvantage recognizes the importance of community participation. Our business is dependent upon the community for employees and for customers, and the community is dependent on our business for employment opportunities and for our products and services.

ChefAdvantage encourages and supports your participation in service activities that contribute to the community. We will reimburse up to sixteen (16) hours per year at your regular hourly rate to participate in an approved community service activity. The time must be scheduled at least two (2) weeks in advance and approved by your manager.

For reimbursement, provide your manager with a voucher from the community organization where you served, indicating the date and amount of time contributed. Some eligible service activities might include:

- * Blood drive
- * Community health screening
- * Community clean-up projects
- * Big Brothers/Big Sisters activities
- * Food drive
- * Toys for Tots
- * United Way drives
- * Community recycling center
- * Hands on Atlanta
- * Red Cross
- * Assisting physically challenged or confined individuals (This must be through a community organization.)
- * Assisting elderly citizens (This must be through a community organization.)

No payments will be made in lieu of contributing to community service.

Company Meetings

On occasion, we may request that you attend a company-sponsored meeting. If this is scheduled during your regular working hours, your attendance is required. If it is held during your non-working hours and you attend, you will be paid for the time you spend at the meeting, but only if you are one of our "non-exempt" employees. (If you are qualified for overtime pay by virtue of working more than forty hours that same work week, then you will receive your overtime rate.)

Computer Software (Unauthorized Copying)

ChefAdvantage does not condone the illegal duplication of software. The copyright law is clear. The copyright holder is given certain exclusive rights, including the right to make and distribute copies. Title 17 of the U.S. Code states that "it is illegal to make or distribute copies of copyrighted material without authorization" (Section 106). The only exception is the users' right to make a backup copy for archival purposes (Section 117).

The law protects the exclusive rights of the copyright holder and does not give users the right to copy software unless the manufacturer does not provide a backup copy. Unauthorized duplication of software is a Federal crime. Penalties include fines of as much as \$250,000, and jail terms of up to five years.

Even the users of unlawful copies suffer from their own illegal actions. They receive no documentation, no customer support and no information about product updates.

1. ChefAdvantage licenses the use of computer software from a variety of outside companies. ChefAdvantage does not own this software or its related documentation and, unless authorized by the software manufacturer, does not have the right to reproduce it.
2. With regard to use on local area networks or on multiple machines, ChefAdvantage employees shall use the software only in accordance with the license agreement.
3. ChefAdvantage employees learning of any misuse of software or related documentation within the company shall notify the department manager or ChefAdvantage legal counsel.
4. According to the U.S. Copyright Law, illegal reproduction of software can be subject to civil damages and criminal penalties, including fines and imprisonment. ChefAdvantage employees who make, acquire or use unauthorized copies of computer software shall be disciplined as appropriate under the circumstances. Such discipline may include dismissal.

Dress Code/Personal Appearance

Please understand that you are expected to dress and groom yourself in accordance with accepted social and business standards, particularly if your job involves dealing with customers or visitors in person. Each manager or department head is responsible for establishing a reasonable dress code appropriate to the job you perform.

Dress code may change from time to time as the season or company promotion dictates. Here are some of the basic codes of dress and hygiene ChefAdvantage subscribes to:

- Clothing must be clean and reasonably free of wrinkles at all times.
- ChefAdvantage logo tee shirts may be worn in the kitchen only. When meeting clients, either at ChefAdvantage or at the client's place of business, a clean pressed chef's jacket or ChefAdvantage logo polo shirt with black and white hound's-tooth pattern chef pants are the appropriate uniform. Extra care shall be taken to look exceptionally well groomed when meeting or serving clients.
- Clean black low-heeled shined shoes are standard attire. Since we understand that foot comfort and safety is imperative for kitchen personnel, we will work closely with you to help identify shoes, which are appropriate, safe, and comfortable. Under no circumstances will open-toed shoes be permitted.
- Hair restraints must be worn in the kitchen at all times. ChefAdvantage hats or hairnets are acceptable. Ball caps or other headgear other than ChefAdvantage issue is not permitted.
- Dangling earrings and excessive jewelry present a safety hazard and may offend clients. Earrings dangling more than 1/8 of an inch are considered too long. Acceptable jewelry includes a wedding band and one other small ring per hand. Large stones, dangling chains, or any jewelry considered by management to be in poor taste is not allowed. Simple chains and necklaces may be worn, provided that they stay inside the shirt at all times. Visible body piecing with the exception of appropriate earrings is not allowed.
- ChefAdvantage managers, at their discretion, may ask that you suitably cover any tattoos.
- Hair and facial hair must be well trimmed and groomed at all times. Long hair must be properly restrained at all times. Men are expected to be clean-shaven with the exception of closely groomed beards or mustaches.
- Fingernails should be trimmed short and kept clean at all times
- Office personnel must subscribe to the above standards with the exception being that clothing attire should be consistent with professional office attire. Namely, closed toe shined shoes, pressed pants, dress shirts, and coordinated colors are acceptable. Alternatively, women may wear coordinated skirt and blouse combinations, dresses, or suits.

Please remember that a professional image is paramount to *ChefAdvantage's* success. Your managers are instructed to closely subscribe to these standards. If you are not able to comply, you may be asked to leave work without pay.

Entry After-Hours

You are not allowed to enter ChefAdvantage property after normal working hours for any reason without the express approval of your manager or the manager on duty.

Exit Interviews

In instances where an employee voluntarily leaves our employ, ChefAdvantage management would like to discuss your reasons for leaving and any other impressions that you may have about ChefAdvantage. If you decide to leave, you will be asked to grant us the privilege of an exit interview. During the exit interview, you can express yourself freely. It is hoped that this exit interview will help us part friends, as well as provide insights into possible improvements we can make. All information will be kept strictly confidential and will in no way affect any reference information that ChefAdvantage management will provide another employer about you.

Expense Reimbursement

You must have your manager's written authorization (requisition/purchase order, etc.) prior to incurring an expense on behalf of ChefAdvantage. To be reimbursed for all authorized expenses, you must submit an expense report/voucher accompanied by receipts and approved by your manager. Please submit your expense report/voucher each week, as you incur authorized reimbursable expenses.

If you are asked to conduct company business using your personal vehicle, you will be reimbursed at the current allowable rate per mile. Please submit this expense on your weekly expense report/voucher.

First Aid

Federal law ("OSHA") requires that we keep records of all illnesses and accidents, which occur during the workday. The Georgia state Workers' Compensation Act also requires that you report any illness or injury on the job, no matter how slight. If you hurt yourself or become ill, please contact your manager for assistance. If you fail to report an injury, you may jeopardize your right to collect workers' compensation payments as well as health benefits. OSHA also provides for your right to know about any health hazards, which might be present on the job. Should you have any questions or concerns, contact the Human Resources Manager for more information.

Gifts

Advance approval from management is required before an employee may accept or solicit a gift of any kind from a customer, supplier or vendor representative. Employees are not permitted to give gifts to customers or suppliers, except for certain promotional "premiums" (t-shirts, coffee mugs, pens, key chains, etc.) imprinted with the ChefAdvantage logo or sales information.

Grievances

Our goal is to maintain a comfortable working environment for everybody. We do this in several ways:

- * By treating each of you as an individual and encouraging your maximum development
- * By recognizing that each of you is essential to the success and growth of ChefAdvantage; and
- * By maintaining direct communications with all of our employees and ensuring that each and every one of you can speak directly and openly with our management team.

We believe that this type of communication, without interference from any outside party, is best for all concerned. Therefore, when you wish to express your problems, opinions, or suggestions, you will always find an open door and an attentive ear.

As time goes by and ChefAdvantage grows, we will continue to listen and respond to your questions and comments.

Resolving Problems

Whenever you have a problem or complaint, we expect you to speak up and communicate directly with us. You can take the following steps:

1. First, talk to your immediate manager. Your manager is most familiar with you and your job and is, therefore, in the best position to assist you. Your manager works closely with you, and is interested in seeing that you are treated fairly and properly.
2. If your manager cannot help you resolve the matter, you can speak to the Director of Operations who will give your problem or complaint prompt consideration.
3. If the Director of Operations cannot help to resolve the matter, the Company President will give your concerns prompt attention.

Remember -- it is always best to resolve problems right away. Little problems tend to turn into big problems; facts become confused; resentment and anger builds up. It is always best to get things off your chest before they get out of hand.

Housekeeping

Neatness and good housekeeping are signs of efficiency. You are expected to keep your work area neat and orderly at all times -- it is a required safety precaution.

Easily accessible trash receptacles are located throughout the building. Please put all litter and recyclable materials in the appropriate receptacles and containers. Always be aware of good health and safety standards, including fire and loss prevention.

Please report anything that needs repairing or replacing to your manager immediately.

Inspection of Packages

ChefAdvantage reserves the right to inspect all packages or closed containers brought into or taken out of the work area.

Life-Threatening Illnesses

ChefAdvantage recognizes that employees with a life-threatening illness, including, but not limited to, cancer, heart disease, and AIDS, may wish to continue to engage in as many of their normal pursuits as their condition allows, including work. These employees must be able to meet acceptable performance standards. Performing normal job functions must not exacerbate their condition. Medical evidence must indicate that their condition is not a threat to other workers.

Managers need to be sensitive to the employee's condition and ensure that the employee is treated consistently with other employees. ChefAdvantage seeks to provide a safe work environment for all employees and customers. Therefore, precautions should be taken to ensure that any employee's condition does not present a health and/or safety threat to other employees or customers.

When dealing with situations involving employees with life-threatening illnesses, managers should:

- * Remember that an employee's health condition is personal and confidential, and reasonable precautions should be taken to protect information regarding an employee's health condition.
- * Contact the Human Resources Manager if you believe that you or other employees need information about terminal illness, or a specific life-threatening illness, possible contagion, or if you need further guidance in managing a situation that involves an employee with a life-threatening illness.

- * Contact the Human Resources Manager to determine if a statement should be obtained from the employee's attending physician that continued presence at work would pose no threat to the employee, co-workers, or customers. ChefAdvantage reserves the right to require an examination by a medical doctor appointed by the company.
- * Make reasonable accommodation for employees with a life-threatening illness provided that any accommodations made do not require significant difficulty or expenses.
- * Make a reasonable attempt to transfer employees with a life-threatening illness who request a transfer and are experiencing undue emotional stress.
- * Be sensitive and responsive to co-workers' concerns.
- * Do not give special consideration beyond normal transfer requests for employees who feel threatened by a co-worker's life-threatening illness.
- * Be sensitive to the fact that continued employment for an employee with a life-threatening illness may sometimes be therapeutically important in the remission or recovery process, or may help to prolong that employee's life.

Managers

Your immediate manager is the person on the management team who is closest to you and your work. Your day-to-day contact with your manager gives you a chance to receive guidance and counsel regarding your assignments and the progress you make on your job. Your manager can show you how your work fits into the overall picture, teach you how to do things, explain the "hows" and "whys," and encourage you when things look a little tough.

Your manager is in complete charge of the department. He or she is responsible for the efficient operation of the department. Your manager has authority to hire and dismiss, to assign work, recommend pay increases, transfers or promotions, and to maintain order and discipline. The manager may accomplish this personally or through his or her assistant.

Remember, your manager knows most of the answers, and, if not, knows where to get them. Your manager probably started in a job much like yours and can guide and help you. Your manager wants you to succeed. Please get to know your manager, and when you need help or have questions, complaints, problems or suggestions, contact your manager first. He or she is interested in your success, the success of every member of your department, and the overall success of ChefAdvantage.

Your manager is human, has many responsibilities, and needs your cooperation, assistance, and loyalty. He or she wants to help you - that's their job - so please ask, and please be willing to meet your manager half way. If he or she cannot help you or

answer your question, your question will be referred to someone who can. You can expect to be treated fairly and with respect. Like ChefAdvantage, your manager has a direct interest in you. He or she wants you to consider him or her as your advisor, friend and mentor. Go to your manager for information about your job, your pay, or other matters of company policy.

Please don't overburden your manager with questions that can be answered by reading this manual or by checking bulletin boards. Do feel free to ask for clarification of regulations or responsibilities. Any problem that hinders the efficient completion of your responsibilities should be taken up with your manager.

Outside Activities

No employee may take an outside job, either for pay or as a donation of his or her personal time, with a customer or competitor of ChefAdvantage; nor may they do work on their own if it competes in any way with the sales of products or services we provide our customers. If your financial situation requires you to hold a second job, part-time or full-time, or if you intend to engage in a business enterprise of your own, we would like to know about it. Before accepting any outside employment it would be a good idea to discuss the matter with your manager.

Payroll Advances

ChefAdvantage rarely advances or loans money to employees. In the event you must borrow against your paycheck, you must first discuss your situation with your manager. If he or she feels that your request is justified, an "Employee I.O.U." form will be provided for you to fill out and sign.

Personal Phone Calls & Mail

Please keep personal phone calls to a minimum—they must not interfere with your work. You are permitted to make limited local area calls on company telephones for essential personal business during lunch or "break" periods only. Please do not abuse this privilege. Emergency calls regarding illness or injury to family members, changed family plans, or calls for similar reasons may be made at any time. Incoming urgent calls will be directed to you. Company cell phones are to be used only for official ChefAdvantage business.

Please don't use ChefAdvantage as a personal mailing address, and do not put personal mail in the stacks that are to be run through the postage meter. Although the amount may seem small, it is still considered theft. E-Mail and similar forms of electronic messaging are for business purposes only. Personal E-mail will be considered theft of company time and resources.

Personal Property

Due to the strict liability guidelines of our insurance carrier, under no circumstances are you allowed to keep personal equipment or vehicles on ChefAdvantage property where damage or fire could result.

Please understand that ChefAdvantage cannot assume any responsibility for loss or damage to personal property of any employee.

Personal Use of Company Property

In some instances, employees may be allowed to borrow certain ChefAdvantage tools or equipment for their own personal use while on our premises. In no instance may this be done off our premises, or without prior management approval. You understand and agree that ChefAdvantage is not liable for personal injury incurred during the use of company property for personal projects. As a ChefAdvantage employee, you accept full responsibility for any and all liabilities for injuries or losses, which occur, or for the malfunction of equipment. You are responsible for returning the equipment or tools in good condition, and you agree that you are required to pay for any damages that occur while using the equipment or tools for personal projects.

Promotion Policy

It is our policy to advise all employees about advancement opportunities by means of bulletin boards or other suitable methods. Please submit your request for consideration for a specific position directly to your manager.

Whenever a position becomes available, every effort will be made to fill it by promoting a qualified employee. Jobs will be awarded based on individual ability and past job performance, as well as length of service if two people have similar qualifications. By utilizing all opportunities for education and performing your job excellently, you may become qualified to fill a position of greater skill, responsibility and value at ChefAdvantage. ChefAdvantage will always continue to look outside the company for potential employees as well.

Whenever you are learning a new job, or if your abilities are unknown in a particular job, you will be classified as a trainee during the time necessary for you to gain experience to do the job. The length of training time for any given job is governed by the experience required for that job and your learning ability.

Property & Equipment Care

It is your responsibility to understand the machines you need to use to perform your duties. Good care of any machine that you use during the course of your employment,

as well as the conservative use of supplies, will benefit you and ChefAdvantage. If you find that a machine is not working properly or in any way appears unsafe, please notify your manager immediately so that repairs or adjustments may be made. Under no circumstances should you start or operate a machine you deem unsafe, nor should you adjust or modify the safeguards provided.

References

ChefAdvantage does not respond to oral requests for references. All requests must be in writing and on company letterhead. In the event you leave the employ of ChefAdvantage we may be able to provide references to potential employers, depending upon the circumstances, your employment history, etc. However, you must first sign a “reference release” waiver, allowing us to release reference information beyond merely confirming that you worked at ChefAdvantage for a specific period of time and your position.

As an employee, do not under any circumstances respond to any requests for information regarding another employee unless it is part of your assigned job responsibilities. If it is not, and you receive a request for a reference, you should forward the request to the personnel department for a response.

Resignation

While we hope both you and ChefAdvantage will mutually benefit from your continued employment, we realize that it may become necessary for you to leave your job with ChefAdvantage. If you anticipate having to resign your position with ChefAdvantage, you are expected to notify your manager at least two (2) weeks in advance of the date that you must leave. Since we work hard to place the right people in the right positions without lapse in service, we gratefully request that you give as much time as possible if you know you be leaving ChefAdvantage.

Return of Company Property

Any ChefAdvantage property issued to you, such as tools or uniforms, must be returned to ChefAdvantage at the time of your dismissal or resignation, or whenever your manager or a member of management requests it. You are responsible to pay for any lost or damaged items. The value of any property issued and not returned may be deducted from your paycheck, and you may be required to sign a wage deduction authorization for this purpose.

Safety

Safety is everyone’s responsibility. Please follow the following guidelines

- Do not attempt to operate equipment or vehicles you are not familiar with.

- Lift carefully, using leg muscles to avoid back strain. When in doubt, always ask for assistance.
- Clean up spills immediately
- Use safe techniques when cutting. This means, among other things, preventing your cutting board from slipping, using the “claw” method for protecting fingers, keeping knives sharp, and using the right tool for the right job.
- Do not leave cutlery dangling off the edge of a table, mixed in with other equipment, or placed at the dish station. Assume responsibility for cleaning your cutlery and returning it to its proper storage place.
- Avoid running and horseplay (unless it is really damn funny 😊)
- Promptly report any potential safety hazard to management.

Security

Maintaining the security of ChefAdvantage buildings and vehicles is every employee's responsibility. Develop habits that insure security as a matter of course. For example:

- * Always keep cash properly secured. If you are aware that cash is insecurely stored, immediately inform the person responsible.
- * Know the location of all alarms and fire extinguishers, and familiarize yourself with the proper procedure for using them, should the need arise.
- * When you leave ChefAdvantage's premises make sure that all entrances are properly locked and secured.

Smoking

ChefAdvantage discourages its employees from smoking. Smoking is regarded as a poor health habit, which can detract from performance and is often offensive to co-workers and/or customers. While we cannot regulate employee conduct off the job or outside of work hours, we feel it is our responsibility to provide a workplace free of exposure to hazardous substances, and we have therefore established our facility and business as a smoke-free workplace, regardless of whether you are on ChefAdvantage property, in a company vehicle, or at a work-site. All employees are expected to abide by this policy while at work.

Solicitations & Distributions

Solicitation for any cause during working time and in working areas is not permitted. You are not permitted to distribute non-company literature in work areas at any time

During working time. Persons not employed by ChefAdvantage are prohibited from soliciting or distributing literature on company property.

Substance Abuse

ChefAdvantage has a vital interest in maintaining safe, healthful, and efficient working conditions for its employees. Being under the influence of a drug or alcohol on the job may pose serious safety and health risks not only to the user, but to all those who work with the user, as well as our customers.

ChefAdvantage also recognizes that its own health and future are dependent upon the physical and psychological health of its employees. Accordingly, ChefAdvantage has established the following guidelines with regard to use, possession or sale of alcohol or drugs:

- * ChefAdvantage will maintain pre-employment screening practices designed to prevent hiring individuals who use illegal drugs or individuals whose use of legal drugs or alcohol indicates a potential for impaired or unsafe job performance.
- * The manufacture, possession, use, distribution, sale, purchase, or transfer of, or being under the influence of, alcohol or illegal drugs is strictly prohibited while on ChefAdvantage premises or while performing company business. Holiday gifts of alcohol, which are given or received by employees, but are not opened or consumed on company premises, although not encouraged, would not be considered a violation of this policy.
- * Employees will not be permitted to work while under the influence of drugs or alcohol. Individuals who appear to be unfit for duty may be subject to a medical evaluation, which may include drug or alcohol screening. Refusal to comply with a

fitness-for-duty evaluation may result in disciplinary action up to and including discharge.

- * Off-the-job illegal drug use which could adversely affect an employee's job performance or which could jeopardize the safety of other employees, the public or company facilities, or where such usage could jeopardize the security of company finances or business records, or where such usage adversely affects customers' or the public's trust in the ability of the company to carry out its responsibilities, will not be tolerated. Employees who are involved in or suspected of involvement in off-the-job drug activity will be considered in violation of this policy.
- * Employees undergoing prescribed medical treatment with a controlled substance that may affect the safe performance of their duties are required to report this treatment to their manager through their personal physician.

ChefAdvantage recognizes that alcoholism/drug abuse is a form of illness that is treatable in nature. The company shall not discriminate against employees based on the nature of their illness. No employees shall have their job security threatened by their seeking of assistance for a substance abuse problem. The same consideration for referral and treatment that is afforded to other employees having non-drug/alcohol related illnesses shall extend to them.

Suggestions

We encourage all employees to bring forward their suggestions and good ideas about how our company can be made a better place to work, our products improved, and our service to customers enhanced. When you see an opportunity for improvement, please talk it over with your immediate manager. He or she can help you bring our idea to the attention of the people in the company who will be responsible for possibly implementing it.

All suggestions are valued and listened to. When a suggestion from an employee has particular merit, we provide for special recognition of the individual(s) who had the idea.

Theft

ChefAdvantage will not tolerate property theft of any type. We consider property theft to be the unauthorized use of company services or facilities or the taking of any company property for personal use. The following list of examples is not all-inclusive, but provides illustrations of several activities which are unacceptable.

1. **Use of company copy machines for personal use.** The office copiers are not provided as a free service to employees. If you wish to use a company copier for personal use, please follow the established procedure for reimbursement of ChefAdvantage. Failure to do so is a form of property theft.

- 2. Use of computers.** ChefAdvantage's personal computers (the personal computers in the office, or laptops made available for work away from the office) are to be used exclusively for business purposes unless you receive permission from your manager and arrange to reimburse ChefAdvantage. Permission will be given for the use of personal computers during non-business hours so long as employees record all time, for which they will be charged, and supply their own diskettes.
- 3. Taking of company property.** No item purchased or supplied by ChefAdvantage should ever be removed from company premises without express authorization of your immediate manager and the proper paper work associated with the situation. This rule applies to all company property including raw materials used in manufacturing plants, mechanics' tools, computers, and even pens and paper. All employees may be subject to random searches as they leave company facilities. Your manager has been given detailed instructions on the circumstances in which he or she can authorize you to borrow company equipment or to take samples of your work home. A checkout procedure will be used, and if you fail to return any item removed on schedule, the value of the items will be charged against your paycheck and you may be subject to disciplinary action for theft.

Penalty Clause

Unauthorized possession or removal of company property is a very serious offense. Employees violating this policy will be subjected to discipline up to and including possible dismissal and prosecution. If you are dismissed because of unauthorized possession or removal of company property, the reason for your dismissal will be provided to any future employer that contacts ChefAdvantage, provided that sharing such information is legal. Referrals to criminal authorities will be made on a case-by-case basis.

Traffic Violations

If you are authorized to operate a company vehicle in the course of your assigned work, or if you operate your own vehicle in performing your job, you will be considered completely responsible for any accidents, fines or traffic violations incurred. Your manager will advise you on what to say and do (and what not to say and do) in the event of a vehicular accident. Depending upon the seriousness and/or and frequency of violations, you may be terminated for poor driving performance

Transfers

Transfer from one position to another may be required or requested from time to time. Such transfers (up, down, or laterally) will be made with a possible adjustment in pay. Transfers for more than thirty (30) days will be considered permanent transfers.

In the unlikely event that you are permanently transferred for ChefAdvantage's benefit to a lower position, your wage may need to be adjusted to suit the new position. If you

are permanently transferred to a lower position because there is no work in your department, your wage may be reduced to suit the job to which you are transferred.

Uniforms

We provide uniforms which certain employees must wear while at work. Upon termination of employment, the uniforms must be returned in good condition, minus reasonable wear and tear, or the cost will be deducted from your final paycheck.

Use of Company Vehicle

If you are authorized to use a ChefAdvantage vehicle for company business, you must adhere to the following rules:

1. You must be a licensed driver.
2. You are responsible for following all recommended maintenance schedules
3. You are responsible for paying any moving violation tickets. Also, please park appropriately -- ChefAdvantage will not pay parking violations.
4. You must keep the vehicle clean at all times, and washed and vacuumed as often as necessary.
5. You must not allow persons not authorized or employed by ChefAdvantage to operate or ride in a company vehicle.
6. Prior to operation of any company vehicle, your manager will train you on the appropriate steps to take if you are involved in an accident -- filling out the accident report, getting names of witnesses, etc.

Visitors

Our insurance coverage and good common sense prohibits unescorted visitors in our facilities. Visitors are not permitted on ChefAdvantage property or in company vehicles without prior permission from your manager. If you are expecting visitors, please request permission from your manager and ask your visitors to see your manager when they arrive.

Violations of Policies

You are expected to abide by the policies in this Manual. Failure to do so will lead to appropriate disciplinary action. A written record of all policy violations is maintained in each individual's personnel file.

In Closing:

We have discussed a great number of rules, regulations, and policies in this manual. Mostly, we hope that these guidelines will give you a greater understanding of our culture, along with strategies for safe and productive conduct at work.

Understandably, we could write thousands of pages regarding every single possible scenario at ChefAdvantage. We do not wish to subject you, or the writers of this manual, to such scrutiny. We are confident that good people do the right things, and we try diligently to hire and develop the right people for our team. We believe that if you do your best, treat others with respect and dignity, and strive to become an asset at work and in the community, that you will succeed with ChefAdvantage.

Please accept my greatest appreciation for wanting to be a member of our team. I sincerely hope that your employment here will be rewarding to you, the ChefAdvantage staff, and our valued clients. If there is anything I can do to make your stay here at ChefAdvantage a more enjoyable experience, please do not hesitate to ask.

Sincerely,

Randy Harris
President
ChefAdvantage