



# Waitr Employee Handbook

Waitr Is A Journey, Celebrate It All

JULY 2018 – JUNE 2019



## Foreward

### ***A Message From Our Founder and CEO Chris Meaux***

Dear New Waitr Team Member,

Welcome to your new position with Waitr, Inc. You were selected for employment at our company because we recognized qualities in you that the best Waitr staff members possess. These include initiative, trustworthiness, personal interaction skills and a team-first attitude.

We will do everything in our power to ensure that you are successful in your new role. Our organization looks forward to seeing you develop into an outstanding Waitr employee who finds working with us to be a meaningful and rewarding experience.

Waitr offers an excellent career opportunity to those who exhibit attention to detail, the ability to work well with minimal supervision, and the willingness to accept greater responsibilities as opportunities present themselves.

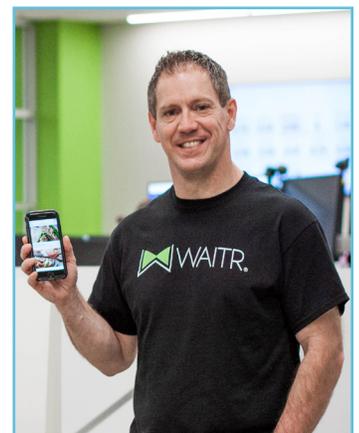
Our company has achieved massive growth in a very short period of time. There is no doubt that, together, the Waitr management and staff will continue launching Waitr to ever-greater heights.

The sky is truly the limit ... and we are excited you have decided to take the ride with us.

Once again, we welcome you and offer our best wishes for a fulfilling career.

Waitr On!

Chris Meaux  
Founder / CEO / Chief Waitr



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At Waitr, our mission is to enhance the local food culture in communities across the nation by connecting people to the food they love.



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# SECTION I. INTRODUCTION



## 1.1 WHO ARE WE?

Waitr was founded to answer the seemingly simple question, “What’s for dinner?”

In 2009, Chris Meaux started a food delivery company called Meaux’s 2 Geaux. Customers ordered dinner online and selected a time to have the food delivered.

Chris launched a successful test concept, but for various reasons he never rolled out the full concept.

Fast forward to 2013 when Chris Meaux attended Startup Weekend in Gainesville, Florida.

There, he pitched the concept with two other Waitr founders, Addison Killebrew and Evan Diaz de Arce, and they won the startup competition.

After leaving Startup Weekend, Chris returned to Lake Charles and founded Waitr with Addison, Evan and two McNeese students – Manuel Rivero and Adam Murnane.

They weren’t planning to start a company; the company just happened.

## 1.2 MISSION STATEMENT

### *Local Everywhere*

At Waitr, our mission is to enhance the local food culture in communities across the nation by connecting people to the food they love.

## 1.3 CORE VALUES

### *Stay Hungry*

The process of continual improvement is the food that fuels growth. Strive to be the best in the world at what we do. Do something every day that makes you better.

### *Do What Matters*

Prioritize ruthlessly to move our business forward and simultaneously, move you forward in your goals and dreams. Don’t get distracted by the everyday bullshit.

### *People First*

We are a people company! Our restaurants, consumers, employees, contractors and even competitors are all human and deserve to be treated with respect. Treat them the way you want to be treated.

### *Listen...and Be Heard*

Seek to understand, and think before you respond. Speak without fear.

### *Together, We Win*

No one person alone can make Waitr the company we want it to be.

### *Enjoy the Ride*

Waitr is a journey, celebrate it all.

*These are our values. Live them every day! If we don’t believe them and live them every day our Company will not be the Company we all want it to be.*

## 1.4 THIS EMPLOYEE HANDBOOK

This employee handbook summarizes some of Waitr Inc.'s (hereinafter "Waitr") key expectations of employment policies. As such, it cannot provide guidance for every possible circumstance that may arise during employment and is not intended as an exhaustive resource for all Waitr policies. Employees who desire elaboration on specific policies should refer to the official policy documentation or consult the human resources department.



This employee handbook replaces all prior employee handbooks, employment policies and Waitr rules and practices, expressed or implied, whether written or oral. In addition, this employee handbook is subject to provisions of official Waitr policy documents, including insurance benefits policies, plan documents and applicable law. All Waitr employees are required to abide by the terms of this employee handbook as a condition of employment. The terms of an individual employee's employment contracts may have precedence over this employee handbook where applicable.

## 1.5 POLICY CHANGES

As circumstances warrant, Waitr may, at its sole discretion, deviate from the terms stated herein as it sees fit. Waitr has the express right to amend, modify, revoke and add to items of this employee handbook as well as other official Waitr policy documentation.

The terms of this employee handbook may only be altered through official Waitr written policy notices. No terms of this employee handbook may be altered via oral statements or other representations.

Waitr's interpretation of the terms stated herein is absolute. Employees who need clarification as to Waitr's policy on a specific matter shall consult the human resources department or designated Waitr officer or manager. Each employee is responsible for remaining informed of policy changes.

## 1.6 NO GUARANTEE OF EMPLOYMENT

Nothing in this employee handbook creates a binding employment contract between Waitr and its employees or provides guaranteed continued employment for any amount of time.

## 1.7 AT-WILL EMPLOYMENT

Unless expressly prohibited by statute, all employees without a written employment agreement to the contrary are employed on an "At-Will" basis. Either Waitr or the At-Will employee may conclude the employment relationship without advanced notice at any time for any reason. No term in this employee handbook shall alter or restrict that right of Waitr or an At-Will employee to end the employment relationship accordingly.

Nothing in this employee handbook impairs Waitr's right to make changes in employee status, including, without limitation, promotions and demotions, reassignments, transfers and wage and benefit changes.

Waitr may only enter into an employment relationship that is not on an At-Will basis through a written employment agreement



signed by the CEO, president or Waitr officer or manager authorized within such capacity by the CEO or president.

## 1.8 DISPUTE ARBITRATION



In return for Waitr’s promise to do the same, your continued employment and other benefits are covered throughout the employee relationship. You, the employee (hereinafter, “you,”

“your”), promises to submit to binding arbitration of all claims, disputes or controversies with Waitr and its officers, directors and employees arising out of or relating to your employment relationship with Waitr. This includes disputes of your wages and benefits, your termination, intellectual property rights, confidentiality or any breach of this agreement. Such disputes shall be decided by an independent, mutually agreed-upon arbitrator and any Waitr arbitration policy or agreement.

## 1.9 CODE OF ETHICS

All employees should conduct themselves with integrity and dignity and act in an ethical manner in their dealings with the public, clients, customers, employers and fellow employees.

Employees should conduct themselves, and should encourage others, in a professional and ethical manner that will reflect credit on their profession. Each employee should act with competence and should strive to maintain and improve their competence and that of others in the profession.

### BUILD TRUST AND CREDIBILITY

The success of our business is dependent on the trust and confidence we earn from our employees, customers and shareholders. We gain credibility by adhering to our commitments, displaying honesty and integrity and reaching Waitr goals solely through honorable conduct. It is easy to say

what we must do, but the proof is in our actions. Ultimately, we will be judged by **what** we do.

When considering any action, it is wise to ask: will this build trust and credibility for Waitr Inc? Will it help create a working environment in which Waitr can succeed over the long-term? Is the commitment I am making one I can follow through with? The only way we will maximize trust and credibility is by answering “yes” to these questions and by working every day to build our trust and credibility.

### RESPECT FOR THE INDIVIDUAL

We all deserve to work in an environment where we are treated with dignity and respect. Waitr is committed to creating such an environment because it brings out the full potential in each of us, that, in turn, contributes directly to our business success. We cannot afford to let anyone’s talents go to waste.

Waitr is an equal opportunity employer and is committed to providing a workplace that is free of discrimination of all types from abusive, offensive or harassing behavior. Any employee who feels harassed or discriminated against should report the incident to his or her manager or to the human resources department.

### CREATE A CULTURE OF OPEN AND HONEST COMMUNICATION

At Waitr, everyone should feel comfortable to speak his or her mind, particularly with respect to ethics concerns.

Managers have a responsibility to create an open and supportive environment where employees feel comfortable raising such questions. We all benefit tremendously when employees exercise their power to prevent mistakes or wrongdoing by asking the right questions at the right times.



Waitr will investigate **all** reported instances of questionable or unethical behavior. In every instance where improper behavior is found to have occurred, we will take appropriate action. We will not tolerate retaliation against employees who raise genuine ethics concerns in good faith.

## SET TONE AT THE TOP

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Management has the added responsibility for demonstrating, through their actions, the importance of this Code. In any business, ethical behavior does not simply happen; it is the product of clear and direct communication of behavioral expectations, modeled from the top and demonstrated by example. Again, ultimately, our actions are what matter.



To make our Code work, managers must be responsible for promptly addressing ethical questions or concerns raised by employees and for taking the appropriate

steps to deal with such issues. Managers should not consider employees' ethics concerns as threats or challenges to their authority, but rather as another encouraged form of business communication. At Waitr, we want the ethics dialogue to become a natural part of daily work.

## UPHOLD THE LAW

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Waitr's commitment to integrity begins with complying with laws, rules and regulations where we do business. Further, each of us must have an understanding of Waitr policies, laws, rules and regulations that apply to our specific roles. If we are unsure if an action is permitted by law or Waitr policy, we should seek advice from the resources expert. We are responsible for preventing violations of law and for speaking up if we see possible violations.

Because of the nature of our business, some legal requirements warrant specific mention.

## COMPETITION

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We are dedicated to ethical, fair and vigorous competition. We will sell Waitr products and services based on their merit, superior quality, functionality and competitive pricing. We will make independent pricing and marketing decisions and will not improperly cooperate or coordinate our activities with our competitors. We will not offer or solicit improper payments or gratuities in connection with the purchase of goods or services for Waitr or the sales of its products or services, nor will we engage or assist in unlawful boycotts of particular customers.



## PROPRIETARY INFORMATION

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It is important that we respect the property rights of others. We will not acquire or seek to acquire improper means of a competitor's trade secrets or other proprietary or confidential information. We will not engage in unauthorized use, copying, distribution or alteration of software or other intellectual property.

## SELECTIVE DISCLOSURE

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We will not selectively disclose (whether in one-on-one or small discussions, meetings, presentations, proposals or otherwise) any material nonpublic information with respect to Waitr, its securities, business operations, plans, financial condition, results of operations or any development plan. We should be particularly vigilant when making presentations or proposals to customers to ensure that our presentations do not contain material nonpublic information. See Social Media, Non Disclosure Agreement Policies.

## PURPOSE AND SCOPE

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The purpose of the Internal Complaint Review Policy is to afford all employees of Waitr the

opportunity to seek internal resolution of their work-related complaints. This policy is intended to supplement the Open Door Policy set forth in this handbook/manual, which states the philosophy of Waitr that all employees have free access to their immediate city manager/supervisors or to other Waitr city manager/supervisors of their choice to informally express their work-related concerns.

## FILING A COMPLAINT

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Employees should record written complaints with their city manager/supervisor/city manager as soon as possible after the events that give rise to the employees' work-related concerns. The written complaint should set forth in detail the bases for the employee's complaint.

## INVESTIGATION

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Management will date and log all written complaints and give the employee an acknowledgment that the complaint is under review.

Management or their designee investigates the complaint, meeting separately with the employee and with others who are either named in the complaint or who may have knowledge of the facts set forth in the complaint. Waitr

will attempt to treat all internal complaints and their investigation as confidential, recognizing, however, that in the course of investigating and resolving internal complaints some dissemination of information to others may be appropriate.

On completion of the investigation, Management orally reports its findings and conclusions to the employee. If the complaint is resolved to the employee's satisfaction, the terms of the resolution should be recorded and signed by both the employee and a representative of Management.

## APPEAL

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If the complaint is not resolved to the employee's satisfaction, the employee may submit a written request for review of the complaint to the director of human resources or the chief operating officer. On completion of the appeal review, the employee should receive an oral explanation of the conclusion reached and the reasons for that conclusion. Decisions resulting from appeal reviews by the director of human resources, the chief operating officer and legal counsel will be final.



# SECTION II. EMPLOYEE POLICIES



## 2.1 EMPLOYEE CLASSIFICATION CATEGORIES

Under state and federal wage and hour laws, including the Fair Labor Standards Act (FLSA), all Waitr employees are either classified as exempt or nonexempt.

**Exempt employees** – Employees are exempt from the minimum wage and overtime provisions of the FLSA by holding positions that satisfy the criteria under the Act. These employees are generally executives, managers, professionals, administrators and technical staff who receive salaries or sales commissions.

**Nonexempt employees** – These are employees who are not exempt under the criteria of the FLSA minimum wage and overtime provisions.

In addition, the following mutually exclusive classifications apply to both exempt and nonexempt employees and help determine an employee's employment status and eligibility for employee benefits, but in no way guarantees employment for any amount of time:

**Regular full-time employees** – For purposes of the employer shared responsibility provisions, a full-time employee is an employee employed for at least 130 hours of service per month.

**Temporary employees** – Full-time or part-time employees hired for a limited duration, generally for six (6) months or less. These employees are typically interim replacements or hired to work on a specific project. A temporary employee's work duration may be extended upon written permission; however, status as a temporary employee may only be changed by express writing signed by an authorized Waitr personnel. Temporary employees are employed on an At-Will basis until expressly stated otherwise in a written employment agreement with Waitr.

At-Will employees who are temporary employees may be terminated prior to the end of the initially planned work duration or for any reason or no reason, with or without notice. Temporary employees are generally not eligible for Waitr benefits unless expressly stated otherwise in a written employment agreement or Waitr policy.

Employees not notified of their particular classification upon hire should inquire with the human resources department. Note that independent contractors and consultants are self-employed individuals working with Waitr and not Waitr employees. As such, they are not entitled to receive Waitr benefits unless expressly provided in a written agreement between such individuals and Waitr. Furthermore, these individuals will have control over the manner of completing assigned tasks, while Waitr has control over assigning the tasks that independent contractors and consultants complete and defining specific outcomes sought.

## 2.2 CONFIDENTIALITY AND NONDISCLOSURE

To maintain a competitive advantage in this industry, Waitr requires employees to sign a confidentiality agreement as a condition of employment and keep strictly confidential certain information related to Waitr and those with whom Waitr conducts business. Employees are prohibited from disclosing confidential information, as defined below, to any external parties without prior Waitr authorization or to other Waitr employees, independent contractors or consultants who do not have legitimate business reasons to know such information. External parties are any persons or entities besides Waitr employees, representatives and authorized agents. Employees must maintain confidentiality on all locations, all modes of communication, and at all times,



continuing indefinitely after termination of their employment relationship with Waitr. Employees are responsible for knowing

what information should be shared as confidential information and should consult their city manager/supervisor for clarification if in doubt.

## CONFIDENTIAL INFORMATION

**Confidential information** - Includes information that relates to Waitr, its operations or technology that is generally not shown to the public. Confidential information includes, without limitation, the following: trade secrets, business plans, business strategies, kits, marketing plans, financial information, cost, pricing, employee compensation, attorney communications, projections and investments. Confidential information also includes information that you received from others that Waitr has an obligation to treat as confidential including, without limitation, information from Waitr vendors, suppliers and current and prospective customers and clients.

Safeguard all Waitr information by never removing hardcopies of partners' information from the location, never disclose any customer information or discuss any customer information outside of the working environment. The security of employees, employee property and Waitr property is of **vital** importance to Waitr. All employees share in the responsibility of ensuring that the proper security is maintained.

## PROPRIETARY AND CONFIDENTIAL INFORMATION

Waitr property includes not only tangible property, such as tools and equipment, but also intangible property, such as information. Of particular importance are proprietary information and confidential information. Proprietary information includes all information obtained by

Waitr employees during the course of their work. This manual, for example, contains proprietary information. Confidential information is any Waitr information that is not known generally to the public or the industry. Customer lists, customer records, personnel records, computer records, financial and marketing data, process descriptions, research plans, formulas and trade secrets are examples of confidential information.

Employees must not use or disclose any proprietary or confidential information that they obtain during employment with Waitr, except as required by their jobs. This obligation remains even after an employee's employment relationship with Waitr ends. If an employee is in a position that gives them access to particularly sensitive information, the employee may be required to sign a written nondisclosure agreement. In addition, all employees must observe good security practices. They are expected to keep proprietary and confidential information secure from outside visitors and all other persons who do not have a legitimate reason to have access to such information.

Waitr rules regarding document control, restricted access to areas of the facility and other such procedures must be strictly observed by each employee. Failure to adhere to Waitr policies regarding proprietary and confidential information will be considered grounds for discipline, including dismissal. In addition to observing this policy, you will be asked to sign a written nondisclosure agreement.

## 2.3 CONFLICTS OF INTEREST



Employees are required to avoid conflicts of interest. This means employees must avoid activities, relationships and situations that may cause them to put their personal interests ahead of Waitr's. It is important that employees act in the best interest of Waitr at all times. For this reason, employees must take measures to avoid even the appearance of having a conflict of interest. You must disclose any actual or potential conflicts of interest to a human resources manager, including actual or potential conflicts of interest held by another employee that such employee fails to disclose. In general, you can avoid conflicts of interest by never using or appearing to use Waitr's confidential information, property or business opportunities for your own personal gain.

The following are examples of situations which may create, or appear to create, a conflict of interest:

- ◇ *Situations in which you may have a personal financial interest, such as transactions or business activities of Waitr or Waitr's competitors, clients, customers or suppliers.*
- ◇ *Situations where, although you do not have a personal financial interest, you may nonetheless obtain some other personal gain or advantage resulting from transactions or business activities of Waitr or Waitr's competitors, clients, customers or suppliers.*
- ◇ *Situations where you consult for or otherwise have a separate business relationship with Waitr's competitor, client, customer or supplier outside of your normal employment role for Waitr.*
- ◇ *Accepting any benefit, including gifts, services, entertainment or favors from Waitr's competitor, client, customer, supplier, government entity or other organization in conjunction with your relationship with Waitr outside your regular employment benefits from Waitr.*

You are required to consult the human resources department if you are unsure about whether a

conflict of interest or the appearance of conflict of interest exists. When a conflict of interest is found to exist, or appears to exist, you must work with the human resources manager or the manager supervising the relevant business activities to remove yourself from the situation as much as possible, including creating an effective screening plan, if necessary.



## 2.4 NEPOTISM IN THE WORKPLACE

Waitr permits hiring within the community of individuals of the same family members or those who have a personal relationship. However, hiring within the same department normally is prohibited for individuals of the same family or for those who have a personal relationship.\*

Additionally, to avoid a conflict of interest or an appearance of conflict of interest, no employee may initiate or participate in, directly or indirectly, decisions involving a direct benefit, e.g., initial hire or rehire, promotion, salary, performance appraisals, work assignments or other working conditions to those related by blood or marriage, membership in the same household, including domestic partners, or persons with whom employees have an intimate relationship.

The potential for conflict of interest may also exist in close personal relationships that involve other than family relationships. Waitr views such conflicts of interest as seriously as it does those involving family members or blood relatives.

## DEFINITION OF RELATIONSHIPS

To avoid a conflict of interest or appearance of a conflict of interest, the definition of relationships, which is covered by this policy, should be interpreted very broadly.

In considering whether a relationship falls within this policy, all employees are urged to disclose the facts if there is any doubt rather than fail to disclose in cases where a relationship exists or existed in the past.

Additionally, this policy applies to all types of hiring and employment.

All employees are responsible to raise potential issues to the attention of their city manager/supervisors or through the human resources department.

## CONSENSUAL ROMANTIC OR SEXUAL RELATIONSHIP

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Conflict of interest also exists when there is a consensual romantic or sexual relationship in the context of employment supervision or evaluation. Therefore, no city manager/supervisor may influence, directly or indirectly, salary, promotion, performance appraisals, work assignments or other working conditions for an employee with whom such a relationship exists.

City managers/supervisors involved in a consensual romantic or sexual relationship, in the context of supervision, must discuss the matter on a confidential basis with their own city manager/supervisor or with the human resources department to assess the implications for the

workplace and make arrangements to ensure that employment-related decisions are made in an appropriate and unbiased setting.

Although both employees involved in a consensual relationship are individually responsible for disclosure, a city manager/supervisor's failure to report such a relationship will be regarded as a serious lapse in the management of the workplace and grounds for appropriate disciplinary action, including termination (particularly in cases where bias or harassment has occurred in connection with a benefit).

## CITY MANAGER/SUPERVISOR'S RESPONSIBILITY

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A city manager/supervisor bears an affirmative responsibility for sustaining a positive workplace environment and one that is conducive to the professional growth of all employees.

A city manager/supervisor must be regarded as trustworthy and fair for such an environment to exist. It is important to understand that, even when arrangements have been made to minimize conflicts of interest regarding particular employment-related decisions, it is necessarily more difficult for a City Manager/Supervisor to be fair when a close relationship exists with an employee.

Disruption to the workplace can be particularly acute when a sexual or romantic relationship involving a city manager/supervisor is known to exist but cannot be discussed openly.

City manager/supervisors should also understand that even in a consenting relationship there are substantial risks of charges of sexual harassment or favoritism when supervision is involved.

## REPORT OF RELATIONSHIP

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City manager/supervisors who receive a report that someone who reports to them



is involved in a consensual romantic or sexual relationship with an employee the city manager/supervisor supervises will be expected to speak confidentially with the person(s) involved. If the relationship exists, appropriate steps should be taken to ensure that decisions are made in an unbiased setting.

\*Because Waitr is a new company and a start up, we are aware that there are employees from the same family and household already employed with us. Going forward there will be internal listings of job opportunities that will be shared on the inner-office bulletin board on the Paylocity Platform.

## 2.5 EMPLOYMENT OF MINORS

Waitr is regulated by the U.S. Department of Labor's state and federal child labor laws, including those of the FLSA. These laws are designed to protect minor employees' health, safety and educational opportunities while employed. Among other things, these laws prohibit the employment of minors less than 18 years of age. It also restricts minors to maximum work hours. The FLSA also sets minimum wage rates for specific classes of minors, students and disabled persons. If you think you may fall into one of these classes, talk to a human resources department to discuss your options with Waitr for ensuring adherence to these laws.

## 2.6 EMPLOYEE RECORDS

The information in the employee's personnel record is permanent and confidential and must be kept up-to-date. The employee should inform the city manager/supervisor immediately whenever there are changes in personal data such as address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. For your convenience these changes can be made within your personal Paylocity account through the Waitr Portal.

The employee has the right to inspect their personnel record at reasonable times at a reasonable place and on reasonable notice. In addition, employees have the right to request copies of all employment-related documents that they have signed. An employee may inspect only their own personnel record and only in the presence of management. Personnel records are the property of Waitr Inc, Inc. and may not be removed from Waitr's premises without written authorization from management.

Waitr maintains confidential employee records and records according to the law. City managers/supervisor and managers may only have access to an employee's record for legitimate business need to know reasons and as permitted by state law. Unless otherwise required by state law, current and former employees may generally be granted access to their records upon providing a reasonable notice.

All employee records must be reviewed under supervision of the records keeper during regular business hours inside of the office or department



where they are normally stored and may not be taken off Waitr property. You may not tamper or remove any part of your employee record. However, you may make copies of any information you have provided to Waitr that has your signature affixed, as permitted by state law.

Should you dispute any item in your record, you are permitted to make a signed and dated written statement of your dispute. This will become part of your record.

Waitr will grant government agents and entities limited access to employee records when and as required by law.

An employee record is comprised of documents and information related to each employee's relationship with Waitr. This includes, among other things, the employment application, the employment history verification documents, résumés, background checks, emergency contact information, contracts of employment, tax forms, payroll and benefits information and performance reviews, if any of these should exist according to Waitr policy.

You are required to notify human resources or a payroll manager, as applicable, should any information previously provided to Waitr change, including information provided on an employment application or form, insurance form or tax form. Misrepresenting information in your employee record, or failing to correct a known mistake in your record, is grounds for discipline, possibly including immediate termination.

At Waitr's sole discretion, you may provide a written signed release for Waitr to disclose information in your employee record to an outside entity that requests access.

## 2.7 BACKGROUND AND REFERENCE CHECKS

Waitr may conduct various background and reference checks on potential or current employees. The information collected will become part of the employee's record and may include verification of information provided during the hiring process, résumé, employment verification, criminal record, driving record or credit report, depending upon the type of position that is sought. Any employment or offer of promotion or reassignment to another position made by Waitr is contingent on verification of the accuracy of information provided by the potential or current employee.

As background and reference checks are part of each employee's record, such information is kept confidential and may only be reviewed by those involved with the hiring and personnel

decision processes or Waitr managers having a legitimate business need to know.

Should you be denied employment based on information obtained from a background check, Waitr will provide you with a copy of such report(s) and allow you an opportunity to dispute such information. Background and reference checks may be conducted on current employees to assess them for continued employment, promotion or reassignment, as permitted by state and federal law.

## 2.8 HEALTHCARE INFORMATION

Information related to an employee's health care enrollment or plan will be managed according to Waitr's policy for conformance with the Health Insurance Portability and Accountability Act (HIPAA), as applicable. Waitr does not regularly maintain records of its employee's private healthcare information, and any such information voluntarily shared with Waitr by an employee will be kept confidential.

## 2.9 EMPLOYMENT ELIGIBILITY

In compliance with federal law, all employees must complete the U.S. Citizenship and immigration services (USCIS) Form I-9 no later than the first date of hire to verify identity and employment authorization. Waitr will verify proper completion of Form I-9. You will verify your identity and eligibility by providing documentation specified on the last page of the form. Waitr will not record Form I-9 with USCIS, but will retain and store the completed Form I-9 either for three (3) years after the date of hire or for one (1) year after employment is terminated, whichever is later.

## 2.10 TERMINATION AND CHANGE OF EMPLOYMENT STATUS

A change in your employment status can occur for different reasons, including termination by Waitr, resignation, abandonment, reassignment

or retirement. Should a change in your employment status occur, wages will only accrue up to your effective date of separation with Waitr, unless contrary to a written employment contract or state law.



### **Termination by Waitr**

- Unless expressly prohibited by statute, all employees without a written employment agreement to the

contrary are employed on an “At-Will” basis. This means Waitr may conclude the employment relationship with or without advance notice at any time for any reason. On termination of employment, whether voluntary or involuntary, all Waitr documents and other tangible Waitr property in the employee’s possessions or control must be returned to Waitr.

**Resignation** - If you are an At-Will employee, you may choose to conclude the employment relationship at any time for any reason. If you are considering resignation, you are encouraged to consult your city manager/supervisor to discuss whether other options are available to accommodate your needs. If you do decide to resign, Waitr asks that you provide at least two (2) weeks advance written notice of your departure. Employees who fail to provide full requested advance notice may be subject to forfeiture of accrued benefits including vacation, paid time off or other benefits at Waitr’s discretion and according to state law. In addition, such employees who fail to provide full requested advance notice may be deemed ineligible for future rehire, at the discretion of Waitr. At Waitr’s sole discretion and business needs under the circumstances, Waitr may choose to require your immediate departure and provide you with severance pay instead of your being present during the notice period. Should Waitr so require, you agree to complete the exit interview or memo prior to departure.

**Abandonment** - Abandonment occurs where an employee fails to be present during scheduled work hours for three (3) or more consecutive days without prior approval for the absence. If you are considering abandonment, you are encouraged to consult your city manager/supervisor to discuss whether other options are available to accommodate your needs.

**Reassignment** - Based on Waitr needs, your employment status may occasionally change by Waitr reassigning you to a different shift, department or location, unless you have a written employment contract to the contrary. Waitr may choose to take into consideration your request concerning reassignment. Should Waitr so require, you agree to complete an exit interview or memo prior to departure.

**Retirement** - Employees seeking to retire must provide at least four (4) weeks written advance notice to the human resources department. This will allow Waitr sufficient time to finalize any payroll and benefits issues, determine and prepare for any hiring needs and wrap up all other outstanding employment matters related to a planned retirement.

## 2.11 RETURN OF WAITR PROPERTY

Employees must return all Waitr property in their possession upon ending employment with Waitr. Unless otherwise notified, Waitr property includes ID cards, uniforms, cell phones, laptops, electronics, office supplies and all other tangible items in your possession that Waitr owns. Waitr may deduct from the final paycheck the value of all unreturned Waitr property, in accordance with state law.

## 2.12 REHIRE

To be rehired, former employees must have separated employment in good standing with Waitr. Employees lose good standing when the reason for separation is based on a policy violation.

Employees in good standing are still required to submit to Waitr's regular hiring and screening, including, at Waitr's discretion, submitting an employment application and completing any required exams. Hiring managers seeking to rehire former employees must submit a request for review and approval from a human resources manager prior to hiring. Except where expressly stated to the contrary in a written employment agreement, former employees that are rehired will begin accruing benefits at the same rate in the same manner as new employees. Tenure for all purposes will be calculated in starting from the date of rehire.



## SECTION III. PAYROLL PRACTICES



Matters concerning hourly wages, salaries or bonuses are extremely confidential. Any employee known to discuss his or any other employee's hourly wages, salary or bonuses with any fellow employee or outsider, except in the strictest performance of their duties, will be subject to disciplinary action.

### 3.1 PAYMENT OF WAGES

Salaried employees are paid biweekly for their regular wages due. Hourly employees are paid weekly. Payday will fall on Friday of each week. Employees will be paid on the last business day prior to any payday that happens to fall on a weekend or holiday.

Employees will be paid by direct deposit on their scheduled paydays in accordance with payroll policy and as permitted by state law. Employees will receive direct deposits of wages in savings or checking accounts at the financial institution of their choosing. You must submit a new form W-4 to the payroll platform (Paylocity) if your marital status or the number of exemptions you claim changes.

### 3.2 OVERTIME PAY

Employees classified as nonexempt will be paid overtime according to the FLSA and state law. Your city manager/supervisor or city manager **must** approve all overtime in advance. You are expected to comply with any request to work overtime during especially busy times and according to Waitr needs.

Waitr sets the standard workweek at forty (40) hours. You will earn overtime pay whenever you exceed the standard work week, which will be paid at one (1) and one-half ( $\frac{1}{2}$ ) your normal pay rate. The workweek is calculated beginning at 12:00 A. M. on Sunday morning and ending at 11:59 P. M. on Saturday night.

This may be changed according to Waitr discretion. Only actual hours worked will be counted for overtime pay. Meal breaks and time off for holidays, PTO and other leaves of absence will not be used to calculate overtime.

### 3.3 DEDUCTIONS

Deductions from your pay will be made according to federal and state law. This may include deductions for federal and state income tax withholding, Social Security, Medicare, disability, garnishments pursuant to valid court orders and other deductions pursuant to law.

If you need to change your federal or state income tax withholding, please consult the Paylocity payroll platform. Furthermore, should you elect to make employee contributions under a Waitr benefits plan offered to you, your voluntary contributions will also be deducted from your pay according to the benefits plan as well as any federal and state law.

Upon hire you **must** complete the paperless option for receipt of your tax documents. Failure to do so will result in this being done for you.

### 3.4 FAITHFUL PERFORMANCE

All employees are expected to promote Waitr business interests at all times and devote their full time and attention during work hours to faithfully and efficiently performing their assigned duties to the fullest extent possible within their individual means and talents.

### 3.5 OUTSIDE WORK

Employees may hold other jobs or engage in work outside their role with Waitr so long as outside work does not have a negative impact on fulfilling their responsibilities to Waitr. Furthermore, any outside work must not conflict or compete with Waitr interest or be

conducted during an employee's scheduled work time. Employees engaging in outside work must notify their city manager/supervisor or manager so Waitr can determine if such work presents a problem or conflict with Waitr interest. Employees are prohibited from using confidential information or Waitr tools, equipment or other property for outside work.

Employees may not use outside work as an excuse for failing to perform their responsibilities to Waitr, for poor job performance or for failing to be present during scheduled work hours. Therefore, employees should refrain from taking on any outside work that may demand too much of their time, energy or attention.

Waitr may ask you to stop or decrease your involvement in any outside work that may become a detriment to job performance. Employees are prohibited from using any allotted time for leaves of absence to engage in outside work, including leave classified under the family and medical leave act.

Outside work includes any work outside of your obligations to Waitr for which you are compensated monetarily and/or otherwise, including self-employment. Outside work also includes service on a board or commission for a public entity or governing body, whether or not you are paid or otherwise compensated for such work.

### 3.6 TRAVEL AND EXPENSE PAY

Waitr reimburses employees responsible for expenses incurred while traveling on Waitr business. Employees may only travel on

Waitr business when authorized and should verify which travel expenses are eligible for reimbursement prior to making travel arrangements. Please consult with your city manager/supervisor prior to any Waitr travel.

While traveling, employees must keep a detailed report of their business activities and expenses they incur, including supporting documentation, such as receipts. Employees must submit their expense reports within thirty (30) days of their return from travel or as otherwise requested by Waitr when traveling for extended periods of time.

Please use discretion while traveling to keep expenses at a minimum and to avoid inappropriate expenses. You may not be reimbursed for expenses that are excessive or improper under the circumstances.

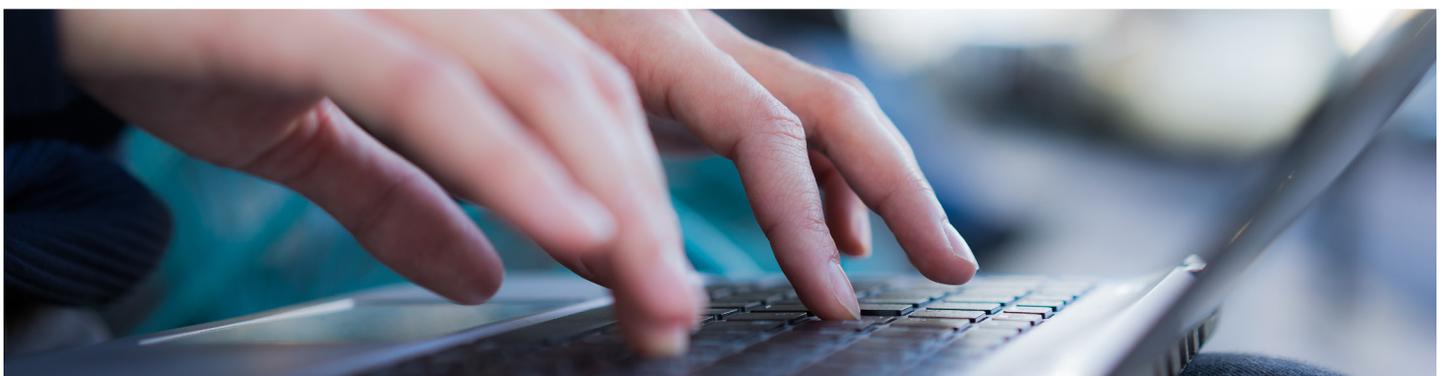
Nonexempt employees will be paid for travel while on Waitr business according to federal and state law. Exempt employees will be paid their normal salary while traveling for Waitr.

### 3.7 MEAL BREAKS

To the extent that state law does not require a meal break, an employee will not receive meal breaks unless allowed or required by the terms of a written employment contract between Waitr and the employee.

### 3.8 REST BREAKS

To the extent that state law does not require rest breaks, employees will receive a paid fifteen (15) minute break every consecutive



four-hour (4 hr.) shift work, or major fraction thereof, as close to the middle of each work. As is practical, Waitr may permit breaks in excess of the minimum amount required by law.

City manager/supervisors may choose to stagger rest breaks as needed to manage operations. Rest breaks may not be accumulated or combined with other breaks into longer rest breaks, and employees may not use rest breaks to cover their late arrival or early departure from their shift.

### 3.9 LACTATION BREAKS

Federal law requires an employee with a nursing child to receive a reasonable amount of break time to express milk for her child for up to one (1) year after the child's birth at any time when the employee needs to do so. You will receive pay when taking breaks for such purposes. Waitr will provide a private, safe and sanitary place, not a bathroom or toilet stall, to express milk.

### 3.10 TIME REPORTING

Nonexempt employees are required to keep accurate and complete time records of daily hours worked through the timekeeping system provided or used by Waitr. Employees must not count any meal breaks or off-duty time towards their hours worked. It is prohibited to falsify or alter time records, including those of a coworker, without permission from your immediate city manager/supervisor. Doing so may result in discipline or termination.

Time worked is recorded for payroll purposes by rounding to the nearest minute. One workday consists of 24 hours, beginning at 12:00 A.M. and ending at 11:59 P.M. Each workweek begins on Sunday at 12:00 A.M. and ends on Saturday at 11:59 P.M.

### 3.11 ATTENDANCE

Waitr success relies on employees arriving on time and regularly attending work. You must notify your city manager/supervisor in

advance of your scheduled starting time if you will not be able to attend work that day for any reason or will be arriving late. Failure to notify your city manager/supervisor in advance will result in an unexcused absence, which is a serious misconduct. Waitr may consider your job abandoned and your employment status voluntarily resigned for any unexcused absence lasting three (3) or more consecutive days for which you are scheduled to work. You must also receive prior city manager/supervisor approval should you need to leave work early for any reason. Employees who display a pattern of excessive absences or tardiness may be disciplined despite not having used all of their accrued leave.

### EMERGENCIES AND INCLEMENT WEATHER

In the event bad weather or other conditions make it dangerous or impossible to travel to work, notify your city manager/supervisor as soon as you determine that you will not be able to arrive on time. You are expected to work as soon as travel conditions have improved. If bad weather or other emergencies cause Waitr to close its offices for the day, we will make every effort to notify you. When in doubt as to whether work will be canceled, contact a city manager/supervisor or manager.

### 3.12 PAYROLL POLICIES

Waitr reserves the right to change payroll policies and practices, including those stated above, after providing prior written notice to employees and in accordance with state and federal law.

# SECTION IV STANDARDS OF CONDUCT



## 4.1 EQUAL EMPLOYMENT OPPORTUNITY

Waitr provides equal employment opportunities (EEO) in all our employment practices to all employees and applicants for employment without regard to race, color, religion, national origin, gender, age, sexual orientation, gender identity, disability, genetic information, marital status, military status, veteran status or any other category protected by federal, state or local laws. This includes prohibiting unlawful discrimination against those associated with or perceived to belonging to a protected class, whether or not an employee actually falls into such class. Waitr's EEO practices are upheld in every location that it operates and in all aspects of employment relationship, including hiring, recruiting, placement, transfer, promotion, compensation, discipline, termination, layoff, recall, training and leaves of absence.

EEO violations must be taken seriously. All employees must make every effort to uphold and support Waitr's EEO policy. This includes reporting all instances of discrimination, harassment or bullying to a Waitr manager.

It is Waitr's policy to promptly investigate any reported incident in a thorough manner. Waitr forbids any retaliation against those who report or investigate discrimination, harassment or bullying. Employees with protected characteristics under EEO law, such as those with disabilities or seeking accommodation for their religious practices, should notify Waitr well in advance of their needs for accommodation. Waitr will take any reasonable measure to accommodate such employees' needs.

## 4.2 AMERICANS WITH DISABILITIES ACT

Waitr does not discriminate against qualified employees with disabilities in any aspect of their employment. Waitr provides reasonable accommodations to such individuals as required by law so that they may perform the essential job duties of the position.

Waitr is fully committed to upholding the Americans With Disabilities Act (ADA) and any amendments or laws related hereto. The ADA requires employees with fifteen (15) or more employees to provide such qualified individuals with disabilities an equal opportunity to benefit from the full range of employment-related opportunities available to others.

In compliance with the ADA, Waitr does not discriminate against qualified individuals in recruitment, hiring, promotions, training, pay, social activities and other related privileges of employment. Waitr also does not ask prohibited questions related to an applicant's disability prior to making a job offer.

Waitr provides reasonable accommodations for known physical or mental limitations of qualified individuals if they bring their needs to Waitr's attention, . Waitr will make every available accommodation unless it would cause Waitr undue hardship.

If you are currently disabled or become disabled while employed, you should notify a manager to discuss any questions that you may have and request disability leave or accommodations that will enable you to perform essential functions of your job. Waitr reserves the right to require that you provide certification from

your healthcare provider of your disability and your need for accommodation. If disability leave is necessary, Waitr will work with you to determine how best to accommodate your needs while balancing Waitr needs.

### 4.3 ANTI-HARASSMENT, DISCRIMINATION, BULLYING POLICY

Waitr aims to create an environment free of harassment wherein employees treat each other with respect and courtesy. Therefore, Waitr prohibits its employees from engaging in unlawful harassment against individuals on the basis of race, color, creed, national origin, gender, religion, sexual orientation, pregnancy, genetic information, age, physical or mental disability, veteran status, marital status or any other protected classification under federal, state or local law. Conduct considered harassment is defined below.

This policy applies in all work settings, whether or not occurring on Waitr property, and to all aspects of the employment relationship, including hiring, recruiting, placement, transfer,

promotion, compensation, discipline, termination, layoff, recall, training and leaves of absence. It also applies to all applicants for hire and employees, whether or not the conduct is directed at a fellow employee or

to an outside party, such as an independent contractor, vendor, supplier, customer or any other party that conducts business with the Waitr. Furthermore, Waitr aims to protect its employees from workplace harassment by nonemployees and will take appropriate steps to remedy such harassment.

Employees violating this policy are subject to discipline, including possible termination. Instances of harassment are serious matters,

and all employees must make every effort to uphold and support Waitr's anti-harassment, bullying and discrimination policies. This includes reporting all instances of harassment, bullying and discrimination to a Waitr manager. It is Waitr's policy to promptly investigate any reported incidents in a thorough manner. Waitr forbids any retaliation against those who report or investigate harassment.

### SEXUAL HARASSMENT DEFINED

Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is defined, as in the



Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature.

This includes, for example, when a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering or whistling; repeated uninvited physical contact or

touching, such as patting, pinching or grabbing another's body; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects and or pictures; and other physical, verbal, written or visual conduct of a sexual nature regardless of the rank, position, gender or sexual orientation of those involved.

Sexual harassment may occur through transmission using Waitr's electronic communication system or through other online conduct. Sex-based harassment, that is, harassment not involving sexual activity or language (for example, mail manager yells only at female employees and not males), may also constitute discrimination if it is severe or pervasive and directed at an employee because of their sex.

## HARASSMENT DEFINED

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Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is defined as verbal, written or physical conduct that degenerates or shows hostility or aversion toward an individual because of his or her race, color, religion, gender, sexual orientation, national origin, age, disability, marital status, citizenship, genetic information or any other characteristic provided by law, that of his/her relatives, friends or associates and that a) has the purpose or effect of creating an intimidating, hostile or offensive work environment; b) has the purpose or effect of



unreasonably interfering with an individual's work performance; or c) otherwise adversely affects an individual's employment opportunities.



Harassment includes, but is not limited to, epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; written or graphic material that denigrates or shows hostility or aversion towards an individual or group and that is circulated in a work setting, whether being posted on Waitr premises or communicated via email, phone, text messages, online forms or other means.

## BULLYING DEFINED

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Waitr considers workplace bullying unacceptable and will not tolerate it under any circumstances. This policy shall apply to all employees, regardless of his or her employee status (i.e. managerial vs. hourly, full-time vs. part-time, employee vs. independent contractor). Any employee found in violation of this policy will be disciplined, up to and including immediate termination. Independent contractors found to be in violation of this policy may be subject to contract cancellation.

Waitr defines bullying as persistent, malicious, unwelcome, severe and pervasive mistreatment that harms, intimidates, offends, degrades or humiliates an employee, whether verbal, physical or otherwise, at the place of work and/or in the course of employment.

Waitr promotes a healthy workplace culture where all employees are able to work in an environment free of bullying behavior. Waitr encourages all employees to report any instance of bullying behavior. Any reports of this type will be treated seriously and investigated promptly and impartially. Waitr further encourages all employees to formally report any concerns of

assault, battery or other bullying behavior of a criminal nature to the local police department.

Waitr requires any city manager/supervisor who witnesses bullying, irrespective of reporting relationship, to immediately report this conduct to the human resources director. Waitr will protect an employee who reports bullying conduct from retaliation or reprisal.

Waitr considers the following types of behavior to constitute workplace bullying. Please note, this list is not meant to be exhaustive and is only offered by way of example:

- ◇ *Staring, glaring or other nonverbal demonstrations of hostility;*
- ◇ *Exclusion or social isolation;*
- ◇ *Excessive monitoring or micro-managing;*
- ◇ *Work-related harassment (work-overload, unrealistic deadlines, meaningless tasks);*
- ◇ *Being held to a different standard than the rest of an employee's work group;*
- ◇ *Consistent ignoring or interrupting of an employee in front of co-workers;*
- ◇ *Personal attacks (angry outbursts, excessive profanity, or name-calling);*
- ◇ *Encouragement of others to turn against the targeted employee;*
- ◇ *Sabotage of a co-worker's work product or undermining of an employee's work performance;*
- ◇ *Stalking;*
- ◇ *Unwelcome touching or unconsented-to touching;*
- ◇ *Invasion of another's person's personal space;*
- ◇ *Unreasonable interference with an employee's ability to do his or her work (i.e., overloading of emails);*
- ◇ *Repeated infliction of verbal abuse, such as the use of derogatory remarks, insults and epithets;*
- ◇ *Conduct that a person would find hostile, offensive and unrelated to the employer's legitimate business interests.*

## 4.4 HARASSMENT, BULLYING, AND DISCRIMINATION COMPLAINT PROCEDURE

To maintain a safe and enjoyable work environment, it is imperative that any employee who believes that he or she has been the victim or the witness of harassment discrimination or bullying, as provided by this policy or law, should immediately report such behavior to a manager. Discrimination, bullying or harassment should be reported whether engaged by an employee, independent contractor, vendor, supplier, customer or any other party that conducts business with Waitr.

Many times individuals are not even aware that behavior is harmful to others. If they feel comfortable doing so, victims and witnesses of harassment, discrimination or bullying have the option to first seek to remedy the situation informally by notifying the offending party that his or her actions are not welcome and are believed to constitute a violation of Waitr policy.

If warranted by the situation, this type of open and frank discussion can help resolve problems before they escalate to the point of irreparably harming working relationships. However, witnesses and victims who do not feel comfortable trying to resolve the problem verbally should immediately report the offending behavior to a manager.

Upon receiving a report of harassment, bullying or discrimination, Waitr will promptly complete an investigation to determine the merits of the allegations, discover the nature and extent of the improper behavior, and, if necessary, determine the proper corrective action to take, which may include termination.

Waitr may take any legal steps it believes necessary in making this investigation, which may include, without limitation, reviewing electronic communications and conducting interviews of any individuals who may have

## 4.5 STANDARDS OF CONDUCT AND DISCIPLINE

information relevant to the allegations. Waitr will make every effort to keep the investigation as confidential as possible under the circumstances while still being as thorough in its efforts as necessary to do its due diligence. All employees are required to cooperate and be forthcoming in assisting with Waitr investigations, and any employee possessing information that may be helpful should notify a manager.

Employee should **not** refrain from reporting harassment, bullying or discrimination or cooperating in investigations for fear of reprisal. Retaliation against those who report or cooperate in investigations is strictly prohibited in any form. Freedom to report and cooperate in investigations is an essential component of enforcing Waitr's anti-harassment, anti-bullying and antidiscrimination policies. Therefore, employees who report or cooperate in investigations must not receive any ill treatment or disadvantages due to their participation in helping enforce Waitr policy.

Employees who are victims or witnesses of retaliation are encouraged to report retaliation to a manager. Reports of retaliation will be investigated and corrective action will be taken according to the same harassment and discrimination and bullying procedures outlined above. Similarly, intentionally false or malicious reports of harassment, bullying or discrimination or any retaliation that Waitr becomes aware of will be investigated, and corrective action will be taken, according to the procedures.

If the victim or alleged offender does not agree with the resolution of the complaint, that party has the right to appeal the decision to the CEO, who will have the final say in the matter. Victims and alleged offenders who still do not agree with the final resolution of the complaint may seek legal remedy by contacting the state or federal agency responsible for enforcing such matters.

All employees are responsible for knowing and abiding by Waitr rules and policies. Waitr prides itself on its ability to meet high standards of ethical and personal conduct throughout its operations. Therefore, you are expected to maintain the highest ethical standards and perform your duties in good faith and to the best of your abilities at all times when engaged in Waitr business.

Where warranted under the circumstances, Waitr will seek to use progressive discipline to correct, improve upon and prevent future recurrences of conduct falling below our standards.

At Waitr's discretion, progressive discipline may proceed along the following line: verbal warning, written warning, conduct evaluation period, suspension with or without pay, demotion, reassignment and termination. Depending upon the employee's performance during the conduct evaluation period, further discipline or corrective action may occur at the end of the period, including termination.

Waitr reserves the right to combine, skip or reorder any steps in the process depending on the nature of the offense and the circumstances. Note that this means that Waitr has the right to immediately terminate an employee without warning or the use of progressive discipline should the circumstances call for such action. When determining the appropriate discipline for a given instance, Waitr may consider, at its discretion, any of the following factors without limitation: the employee's prior history of poor conduct within Waitr or prior employers, the employees work record and level of commitment



to Waitr goals, the number of repeated instances of a particular offense, the amount of counseling and/or training received to prevent such offenses, the impact the offense has on Waitr's performance or perception in the marketplace and the level of egregious and purposeful intention to violate Waitr policy. Note that city manager/supervisor and others who fail to report violations or who withhold relevant information concerning a policy violation will be disciplined as warranted under the circumstances.

At Waitr's discretion, employees may be disciplined or terminated for violating any policy or rule. Misconduct can take many forms. It is impossible for us to provide you with a comprehensive list of prohibited behaviors. Therefore, the list below is only illustrative and is intended to give you notice of some of Waitr's general expectations concerning the standard of conduct.

Waitr may always discipline or terminate employees who are engaging in any conduct that it deems inappropriate. Employees are expected to use good judgment in all of their actions and to consult city manager/supervisor or managers if there is doubt as to whether the intended conduct falls below Waitr standards.

Examples of misconduct that may result in discipline or termination include, but are not limited to, the following:

- ◇ *Unsatisfactory job performance, including poor quality or quantity of work;*
- ◇ *Engaging in insubordination or insolence to the legitimate orders of a city manager/supervisor;*
- ◇ *Repeatedly arriving tardy or starting work late;*
- ◇ *Repeated unexcused absences;*
- ◇ *Falsifying time records or failure to accurately record time worked, including time records for another employee;*
- ◇ *Dishonest behavior;*
- ◇ *Illegal discrimination, bullying or harassment;*

- ◇ *Disorderly conduct, such as violence or threats of violence or blackmail;*
- ◇ *Violating Waitr procedures or instructions;*
- ◇ *Failure to abide by health or safety regulations;*
- ◇ *Intentionally falsifying Waitr documents, including Waitr records and documents provided by the employee during the hiring phase;*
- ◇ *Excessive use of obscene, profane or abusive language;*
- ◇ *Misusing Waitr property, including using property without authorization; using Waitr property improperly; or damaging, destroying; or stealing property;*
- ◇ *Possession or use of weapons or other dangerous items or materials on Waitr property;*
- ◇ *Possession or use of illegal drugs, alcohol or controlled substance without a valid prescription on Waitr property or while engaged in Waitr business;*
- ◇ *Failure to disclose conflicts of interest;*
- ◇ *Unauthorized use or disclosure of Waitr confidential information;*
- ◇ *Conviction of a crime that indicates that you are unfit to work for Waitr or represent a potential threat to Waitr personnel or operations;*
- ◇ *Violating applicable laws or regulations in performing your duties; or*
- ◇ *Violating any other Waitr policy or rule.*

## **GIVING AND ACCEPTING GIFTS**

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You may not give or receive gifts, services, entertainment or favors from a Waitr competitor, client, customer, supplier, government entity or other organization in connection with the relationship with Waitr outside of your regular employment benefits from Waitr. However, you may receive gifts that are lawful, customary, of nominal value and authorized in advance. For example, you may accept meals and refreshments of a nominal value given in conjunction with business activities. When in doubt, consult a

manager. Notify a member of management if you do receive a gift other than of nominal value.

## 4.6 INTERNAL PROMOTIONS AND TRANSFERS

Waitr may choose to initiate promotions or transfers of employees between different positions and locations to meet Waitr's various business needs. Employees who feel that they are well-qualified are also encouraged to apply for job vacancies that become available. However, you must notify your city manager/supervisor if you are applying for a position.

Waitr prefers to promote from within unless it decides that hiring outside the organization is advisable under the circumstances. Waitr will take into account past performance, length of service, conduct, skill, potential and qualifications for the position of all employee candidates for promotion or transfer. Therefore, employees will not become entitled to a promotion or transfer according to length of service alone.

Employee candidates may be subject to the same hiring interviews, tests and other processes as outside applicants. At all times, Waitr retains the discretion to hire outside candidates and make exceptions to this promotions and transfer policy.

## 4.7 DRESS CODE

Every employee's personal appearance, grooming and hygiene is a reflection of our Waitr's character and reputation. To maintain a consistent and professional image to customers, restaurants and the general public, employees are expected to dress appropriately for their position. Personal hygiene and cleanliness are critical to maintaining health and preventing disease or foodborne illnesses. Our objective is to establish a relaxed, casual and informal dress code to ensure that our employees are able to work comfortably within the workplace. Yet, certain standards are established so that

employees are not confused about the meaning of the terms: relaxed, casual and informal.

Our goal is for employees to be comfortable in the workplace while providing a neat, clean and professional appearance. Managers may establish additional guidelines for appropriate dress codes specific to the department. If your department requires additional guidelines please refer to the departmental dress code for additional information.

## CASUAL DRESS GUIDELINES

Because all casual clothing is not suitable for the office, these guidelines will help you determine what is appropriate to wear to work. Clothing that works well for the beach, yard work, dance clubs, exercise sessions and sports contests may not be appropriate for professional, casual business attire at work.

Clothing that reveals too much cleavage, your back, your chest, your stomach or your underwear is not appropriate for a place of business. Dirty or frayed clothing is unacceptable.

## CASUAL BUSINESS ATTIRE RECOMMENDATIONS

In a casual work setting, employees should wear clothing that is comfortable and is practical for work, but not distracting or offensive to others. Any clothing that has words, terms or pictures that may be offensive to other employees is unacceptable. Clothing that has Waitr logo is encouraged. Employees may wear plain T-shirts, dress shorts, jeans (clean with no rips or tears) and sandals for casual attire in addition to the items listed in the business casual guidelines.

## MAKEUP, PERFUME, AND COLOGNE

Remember that some employees are allergic to chemicals, perfumes and makeup, so wear the substances with restraint.

## BUSINESS CASUAL GUIDELINES

This is a general overview of appropriate business casual attire. Items that are not appropriate for the office are also listed, too. No list can be all-inclusive and both lists are subject to change as to what is not acceptable as business casual attire.

No dress code can cover all contingencies. Employees must exert a certain amount of judgment in their choice of clothing to wear to work. If you experience uncertainty about what is acceptable professional business casual attire for work, ask your city manager/supervisor or manager.

### SHIRTS, TOPS, BLOUSES AND JACKETS

Casual shirts, dress shirts, sweaters, tops, golf-type shirts and turtlenecks are acceptable attire for work. Inappropriate attire for business casual includes tank tops, midriff tops, shirts with potentially offensive words, terms, logos, pictures, cartoons or slogans; halter tops; tops with bare shoulders.

### SHOES AND FOOTWEAR

Conservative athletic or walking shoes, loafers, sneakers, boots, flats, dress heels and leather deck type shoes are acceptable for work. Closed toe and closed heel shoes are required for drivers and shoes with slip resistant soles for restaurant use are encouraged.

### GROOMING STANDARDS

Clothing, hair, nails and hands must be neat, clean and presentable at all times.

## 4.8 SAFETY

### HEALTH AND SAFETY

Waitr is dedicated to maintaining a healthy environment. A safety training and manual has been designed to educate you on safety in the workplace. If you do not have a copy of this manual, please see your city manager/supervisor or contact the human resources department.

It is each employee's task to help maintain a safe work environment and comply with all safety and health laws and regulations.

Employees must report all injuries, accidents, illnesses, safety hazards and health concerns that they experience to a manager or city manager/supervisor. Failure to abide by Waitr safety policies or to report unsafe conditions may result in discipline.

The Occupational Safety and Health Act (OSHA) is a federal law that requires we maintain records of all at-work-related accidents and illnesses. You are required to submit an incident report to a city manager/supervisor or manager for all incidents, illnesses or unsafe working conditions that an employee suffers or witnesses while on the job, no matter how small. A manager may prescribe a standardized incident report form for you to fill out. Failure to complete an incident report may result in discipline or prevent your ability to receive workman's compensation and other benefits. Contact a manager or city manager/supervisor if you or your coworker is injured on the job. If necessary, contact emergency medical assistance.

### FIRE SAFETY

Employees are required to know and observe OSHA regulations, including helping to prevent fires and maintaining safe practices for avoiding fires in the workplace. Do not block access to any fire exits, doorways, windows or fire extinguishers. Please keep all flammable materials stored in covered metal containers.

### SECURITY

As a valued member of our team, we strive to ensure your personal security at all times. With this aim we maintain the following security measures:



- ◇ *Employees should maintain work areas free from hazardous conditions and operate vehicles in a safe manner in accordance with traffic laws.*
- ◇ *Employees must be alert and aware of any potential dangers to themselves or their coworkers.*
- ◇ *Take every precaution to ensure that your surroundings are safe and secure.*
- ◇ *Employees who observe suspicious activity or unsafe practices or conditions should notify a manager or city manager/supervisor immediately.*

Please contact a manager or city manager/supervisor if you have questions or concerns regarding Waitr's security systems. In the event of an accident, employees must report every injury, regardless of how minor, to a city manager/supervisor or manager within an hour of the occurrence.

Remember, you bear some responsibility of the burden of helping to maintain a safe and healthy workplace by following all safety and health rules, reporting accidents, injuries and unsafe equipment or practices and conditions.

## 4.9 WORKPLACE VIOLENCE

Waitr does not tolerate violence or dangerous behavior of any kind in the workplace, whether through physical abuse, threats, intimidation, coercion, stalking or otherwise. Report all incidents of direct or indirect violence or dangerous behavior to a manager as soon as possible.

Reporting incidents and concerns early can prevent a situation from escalating and becoming an even more dangerous situation. Those who report workplace violence may not be disciplined or retaliated against. Never attempt to handle a potentially dangerous situation yourself.

Reports of violence or dangerous behavior will be promptly investigated. Identities of those involved will be kept as confidential

as possible under the circumstances. Those suspected of violence or dangerous behavior may be suspended during the investigation, with or without pay, to maintain the safety of the workplace. If found guilty of violence or other dangerous behavior, including threats of violence, an employee may be disciplined or terminated at Waitr's discretion.

## 4.10 WAITR WEAPON POLICY

Employees may not, at any time while on any property owned, leased or controlled by Waitr, including anywhere that Waitr business is conducted, such as customer locations, client locations, restaurants, Waitr event venues and so forth, possess or use any weapon. This includes a personal vehicle, when performing duties for Waitr.

Weapons include, but are not limited to, guns, knives or swords with blades over four inches in length, explosives and any taser.

Regardless of whether an employee possesses a concealed weapons permit (CCW) or is allowed by law to possess a weapon, weapons are prohibited on any Waitr property.

## 4.11 DRUG-FREE WORKPLACE

Waitr's drug and alcohol policy applies to all employees and applicants for hire and is designed to identify and correct instances of substance abuse in the workplace. Managers are responsible for implementing and enforcing this policy.

Drug and alcohol abuse are serious threats to Waitr operations and success, not to mention employee health and safety. To provide a safe and productive workplace, employees are prohibited from consuming, possessing, selling or purchasing illegal drugs at any time on Waitr property or while engaged in Waitr business.

Additionally, employees may not have any detectable amount of alcohol or illegal drugs present in their bodily systems at work. The

prohibitions in this policy apply whether employees are at work, operating a Waitr vehicle or conducting off-site work.

A drug is considered illegal if it is illegal to purchase or obtain or is illegal to possess but has been obtained legally, such as possessing prescription drugs without a valid prescription. This policy does not prevent employees from lawfully possessing and using prescribed drugs. You are responsible for notifying your city manager/supervisor if any prescribed drugs you take may impair your ability to work safely or perform your duties safely.

## DRUG TESTING

To maintain a safe and productive workplace, Waitr may conduct random, intermittent drug or alcohol testing of any employee were circumstances or job responsibilities justify such testing. Regardless of job responsibilities, employees may be required to submit to drug or alcohol testing in the following circumstances:

- ◇ *When applying for a position or before receiving a job offer;*
- ◇ *When reasonably suspected based on observations by a city manager/supervisor of being under the influence of illegal drugs or alcohol during work;*
- ◇ *When reasonably suspected based on observations of a city manager/supervisor of possessing, selling or distributing illegal drugs during work; or*
- ◇ *After violating a safety policy or rule or being involved in a serious accident that causes damage to anything on Waitr property, including that employee or another employee.*

Employees testing positive or refusing to submit to testing under any circumstances stated in this policy are subject to discipline and possible termination.

City managers and city manager/supervisor must consult an operations manager

before requiring an employee to submit to testing when the employee is reasonably suspected of being under the influence of illegal drugs or alcohol or possessing, selling or distributing illegal drugs during work. Applicants testing positive will be disqualified from consideration for all job vacancies.

## 4.12 SEARCHES

Waitr representatives have the right to conduct searches and inspections of Waitr property and any items on Waitr premises including personal items owned by employees brought on the premises such as bags, vehicles, and other containers. Waitr may search or inspect any part of its premises or property, including items provided to employees for their use, such as desks, cabinets, drawers and records. Searches for illegal drugs, alcohol, paraphernalia and other items possessed illegally may be conducted at any time, without notice. Any illegal items confiscated will be turned over to the appropriate law enforcement agency. Employees who fail to fully cooperate in all searches or inspections are subject discipline.

## 4.13 SMOKE-FREE WORKPLACE

Except in designated smoking areas and in conformance with state law, Waitr prohibits smoking on all Waitr premises, including outside and inside of all areas of Waitr premises, during off-site Waitr meetings and events and inside Waitr vehicles.

Smoking is only allowed in designated smoking areas. This policy applies to all employees, contractors, visitors and other persons that are present on Waitr premises or any other place where smoking is prohibited by this policy. Smoking is defined as the act of lighting, smoking, vaping or carrying a lighted or smoldering cigar, cigarette, or pipe of any kind.

## 4.14 COMPUTER AND ELECTRONIC COMMUNICATION POLICY

### SECURITY AND CONFIDENTIAL INFORMATION

The security of employees, employee property and Waitr property is of vital importance to Waitr. All employees share responsibility to ensure that proper security is maintained.

### TECHNOLOGY USE AND PRIVACY

Waitr provides various technology resources to authorized employees to assist them in performing their job duties for Waitr. Each employee has a responsibility to use Waitr's technology resources in a manner that increases productivity, enhances Waitr's public image and is respectful of other employees. Failure to follow Waitr's policies regarding its technology resources may lead to disciplinary measures, up to and including termination of employment.

### TECHNOLOGY RESOURCES DEFINITION

Technology resources consist of all electronic devices, software and means of electronic communication including, but not limited to, the following: personal computers and workstations; laptop computers; mini and mainframe computers; computer hardware such as disk drives and tape drives; peripheral equipment such as printers, modems, fax machines and copiers; computer software applications and associated records and data, including software that grants access to external services, such as the Internet, email, telephones, cellular phones; security systems and voicemail systems.

### AUTHORIZATION

Access to Waitr's technology resources is within the sole discretion of Waitr. Generally, employees are given access to Waitr's various technologies based on their job functions. Only employees whose job performance will benefit from the use of Waitr's technology resources

will be given access to the necessary technology. Additionally, employees must successfully complete Waitr-approved training before being given access to Waitr's technology resources.

### USE

Waitr's technology resources are to be used by employees only for the purpose of conducting Waitr business. Employees may, however, use Waitr's technology resources for the following incidental personal uses so long as such use does not interfere with the employee's duties, is not done for pecuniary gain, does not conflict with Waitr's business, and does not violate any Waitr policy:

- ◇ *To send and receive necessary and occasional personal communications;*
- ◇ *To prepare and store incidental personal data (such as personal calendars, personal address lists, and similar incidental personal data) in a reasonable manner;*
- ◇ *To use the telephone system for brief and necessary personal calls; and*
- ◇ *To access the Internet for brief personal searches and inquiries during meal times or other breaks, or outside of work hours, provided that employees adhere to all other usage policies.*
- ◇ *To access facilities for necessary job materials, tools and equipment.*

Waitr assumes no liability for loss, damage, destruction, alteration, disclosure or misuse of any personal data or communications transmitted over or stored on Waitr's technology resources.



Waitr accepts no responsibility or liability for the loss or non-delivery of any personal email or voicemail communications or any personal data stored on any Waitr property. Waitr strongly discourages employees from storing any personal data on any of Waitr technology resources.



All employees must use computers and other forms of electronic communication in an ethical and professional manner at all times. This

policy is designed to guide you in your use of computers and other electronic communication devices on behalf of Waitr. This includes all electronic communication to devices owned or leased by Waitr, used or accessed on Waitr premises, used for or on behalf of Waitr or used to create content identifying or associated with Waitr's business operations. Consult a city manager/supervisor or city manager if you have questions concerning this policy.

An electronic communication is any digitally or electronically-stored or transferred information using an electronic device. All electronic communications and information that you may create on Waitr premises or otherwise on behalf of Waitr are the sole property of Waitr, not you.

Such communications should only be created or used for Waitr's best interest and never for personal use. This includes all digital records, software and hardware that you may create. You have no right to privacy of your electronic communications created on behalf of Waitr or using Waitr property.

Waitr has the right to override your personal passwords to gain access to digitally stored information owned by Waitr. Waitr may also keep a record of passwords that you use to gain access to Waitr's electronic communications.

Take care not to transmit or store your own sensitive personal information using or on Waitr property. Waitr routinely monitors your use of its electronic devices. We will maintain access to all Waitr-owned electronic communications, including emails, Internet posts, text messages, voicemails, blogs and tweets. You will be subject to discipline if found to be using or creating Waitr-owned electronic communications or devices in an appropriate or illegal manner.

Employees may only access Waitr's electronic communications and devices to which they have been granted access. This means you may not access electronic communications restricted to management, other employees or third parties without prior authorization

Employees must use Waitr electronic communications and devices in strict compliance with Waitr's confidentiality policy described herein. Take care not to disclose confidential information to inappropriate persons without authorization via Waitr's electronics communications or devices, especially when sending emails to outside parties.

Waitr may use its electronic communications and devices according to the needs of the business and applicable law.

Waitr's electronics communications and devices may not be used to create or display anything that might disparage or negatively impact Waitr's public image or reputation or that would be otherwise contrary to Waitr's best interest. In addition, employees using Waitr's electronics communications and devices are prohibited from the following: engaging and discriminatory, harassing, obscene or illegal conduct; engaging in copyright, trademark or other intellectual property infringement, accessing electronic communications that an employee is restricted or prohibited from accessing or otherwise violating Waitr policy.

Employee may only use Waitr’s electronics communications or devices for business purposes, not personal use. Additionally, you may not install personal software on Waitr electronic devices or systems. You may only use your personal electronic device for the needs of the business. Note that illegally duplicating Waitr software may result in copyright charges against you and Waitr.

You must also take care not to use Waitr’s electronics communications or device in any way that disrupts the ability of others to use them. Be wary of suspicious emails, emails from unknown parties and pop-ups and downloads from sites that are not trusted. Contact your manager if you become aware of any virus on any Waitr device or think that you may have accidentally downloaded a virus.

#### 4.15 SOCIAL MEDIA

Use of social media is a powerful way to market Waitr’s business, influence Waitr’s reputation and engage with the community and public at large. While we encourage you to support our Waitr through the use of your social media, you must obtain authorization prior to making any post of Waitr-related content that is accessible to the public or any party outside Waitr.

Social media refers to any social interaction via the Internet or similar platforms, such as YouTube, Facebook, Twitter, LinkedIn, Instagram, blogs, forums and other online communities or sites accessible to the public or outside parties.

When using social media, please conduct yourself in a professional and courteous manner at all times and respect the views of others. Remember that your statements reflect Waitr’s reputation and public image. Take care to distinguish any personal opinions you may have from Waitr’s, for instance by noting, “the opinions I have included herein are my own and do not necessarily represent the opinions of Waitr.”

Employees are prohibited from creating content on social media that can be considered discriminating, harassing, obscene or may damage Waitr’s reputation or public image. Employees may also not use social media for personal use during work. “Followers,” “friends” and other contacts gained through Waitr social media accounts are Waitr’s sole property. Waitr may monitor your use of social media and may ask you to delete or change any Waitr-related content found to be inappropriate or not in Waitr’s best interest.

#### 4.16 PERSONAL PHONE CALLS AND CELL PHONE USE

Making personal phone calls or using your cell phone during work can be disruptive to others and interferes with employee productivity. Therefore, employees may not make personal phone calls or use their cell phones during work except during breaks, emergencies, or on the rare occasion to handle pressing personal matters. Waitr retains the right to outright prohibit all personal calls and nonbusiness related cell phone use, except during emergencies. City manager/supervisors may prohibit personal calls for individual employees who abuse the privilege.

Please keep your cell phone silenced or on low volumes at all times during work so that you do not disturb others. When making personal calls please remove yourself from the office and go into the break room or outside and away from others if at all possible.

#### 4.17 WAITR EQUIPMENT AND PROPERTY

Any equipment Waitr issues to an employee remains Waitr’s sole property and must be returned promptly at the end of employment. Equipment issued by Waitr may include cell phones, laptops, vehicles and other items.

You are responsible for performing regular maintenance, following all operating

instructions and safety guidelines and not damaging or destroying any Waitr equipment or property you receive or use during the course of your employment.

Please notify your city manager/supervisor immediately if you discover any Waitr equipment or property that is damaged, defective, hazardous or in need of repair. Ask your city manager/supervisor or city manager if you have questions or concerns regarding proper operation or maintenance of Waitr equipment or property.

Employees who handle Waitr equipment or property improperly, negligently or in an unsafe manner may be disciplined. Employees may be required to reimburse Waitr for damages that they caused directly or indirectly to Waitr property. **DO NOT LEAVE WAITR PROPERTY IN YOUR VEHICLE AT ANY TIME.**

#### 4.18 SOLICITATIONS IN THE WORKPLACE

Soliciting for causes and distributing non-work-related materials in the workplace may cause interruptions and interfere with productivity. Employees and non employees are prohibited from solicitation, distributing, or posting literature or other materials in the workplace without prior authorization.

#### 4.19 PROHIBITION AGAINST VIOLATING COPYRIGHT LAWS

Employees must not use Waitr's technology resources to copy, retrieve, forward or send copyrighted materials unless the employee has the author's permission or is accessing a single copy only for the employee's reference.

#### OTHER PROHIBITED USES

Employees may not use any of Waitr's technology resources for any illegal purpose, violation of any Waitr policy, in a manner contrary to the best interests of Waitr's, in any way that discloses confidential or

proprietary information of Waitr's or third parties, or for personal or pecuniary gain.

#### ACCESS TO TECHNOLOGY RESOURCES

All messages sent and received, including personal messages, and all data and information stored on Waitr's electronic-mail system, voicemail system, or computer systems are Waitr property regardless of the content. As such, Waitr reserves the right to access all of its technology resources including its computers, voicemail and electronic-mail systems, at any time, in its sole discretion.

# SECTION V. BENEFITS



## 5.1 BENEFITS AND GENERALLY

In addition to benefits required by state and federal law, employees may become entitled to a range of benefits offered by Waitr. Waitr reserves the right to alter, supplement, amend or end employee benefits at any time.

Official benefits plans and documentation contain many terms and conditions. The policy below is only intended to outline general guidelines and procedures Waitr follows with regard to its benefits. However, specific benefits are governed by their plan documents and other official benefit documentation.

Any statement in the below policy that contradicts what is now in line with the official benefit documentation shall be considered void. Therefore, be sure to consult official documentation about specific benefits and/or an operations manager if you have any related questions or concerns.

Your eligibility for benefits that Waitr may offer is contingent on many factors, including employee status and performance as well as Waitr performance and profitability. Speak to your city manager/supervisor or manager if you are unsure as to which benefits you are or may become eligible to receive.

## 5.2 MEDICAL AND DENTAL INSURANCE

You may become eligible to receive medical and dental insurance. This benefit is governed by its official benefit documentation plan. Contact the human resources department to review the plan should you have any questions or concerns regarding eligibility or coverage.

## 5.3 COBRA

According to the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, if you

are enrolled in Waitr group health insurance plan you may qualify for continued coverage when your employment with Waitr ends.

State law may offer you additional protections. Waitr will provide you with written notification whether or not you will receive continued coverage prior to your departure.

Contact the human resources department should you have any questions or concerns regarding COBRA.

## 5.4 GROUP LIFE INSURANCE

Employees may become eligible to receive group life insurance. This plan may be substantially less expensive than the cost of purchasing life insurance individually. Employees enrolled in group life insurance who die under circumstances covered by the plan will have the insured amount paid to their named beneficiaries.

Contact the human resources department to review the official benefit documentation plan or should you have any questions or concerns regarding eligibility or coverage.

## 5.6 WORKER'S COMPENSATION

Worker's Compensation laws are designed to provide support for employees who suffer work-related injuries or illnesses. Waitr carries Worker's Compensation insurance for all employees. Worker's Compensation generally covers necessary medical, surgical and hospital expenses in addition to lost wages and disability payments.

If you suffer a work-related injury or illness, no matter how small, seek medical assistance at once and notify a city manager/supervisor. He or she will assist you in completing a report. This should be done as quickly as possible and via a telephone call to the city manager/supervisor on duty. You should then contact your city manager.

This never should be done via GroupMe. This will ensure that you receive any workers compensation to which you're entitled.

## 5.7 DISABILITY INSURANCE

Employees may become eligible to qualify for disability insurance. This provides an employee with supplementary income in the event that they suffer an illness or accident resulting in a disability that prevents them performing their job.

Contact the human resources department should you have any questions or concerns regarding the plan.

## 5.8 SOCIAL SECURITY

Both you and Waitr contribute to the federal government Social Security program. This program is designed to provide you with benefits when you retire, become disabled or unemployed.

Contact the human resources department should you have any questions or concerns regarding your social security contributions.

## 5.9 UNEMPLOYMENT INSURANCE

Waitr pays taxes toward unemployment insurance in accordance with federal and state law. This provides you with supplemental income should you become unemployed through no fault of your own and also meet certain other eligibility requirements.

Contact the human resources department should you have any questions or concerns regarding unemployment insurance.

# SECTION VI. TIME OFF AND LEAVES OF ABSENCE



## 6.1 REQUESTING LEAVE

Waitr's operations rely on having a dependable and consistent workforce. However, we understand that circumstances will sometimes require employees to take time off work. Eligible employees are entitled to various types of leaves that are either mandated by law or offered by Waitr on a discretionary basis.

Unless a specific type of leave in this policy provides a different notice time otherwise required by law, employees must provide at least seven (7) days advance notice prior to taking planned leave. If the need for leave is unforeseeable, you must give notice as soon as possible under the circumstances. Employees must properly submit all requested leave within the notice within Paylocity, and must receive proper authorization before taking time off work.

Unless required to authorize the leave by law, Waitr will grant the leave request based upon Waitr needs and Waitr's ability to absorb the missed work. Waitr reserves the right to penalize, demote, transfer or reassign employees who take extended leaves of absence, unless prohibited by law.

Unless otherwise noted or required by law, regular full- and part-time employees who receive paid time off will be paid their normal base pay rate for the hours absent. If you are unsure as to which types of leave you are eligible to receive, contact a manager or city manager/supervisor.

## 6.2 PAID TIME OFF

Eligible employees are entitled to fourteen (14) days of Paid Time Off (PTO) each year. PTO will be paid at an employee's base pay rate multiplied by the number of hours the employee would have

worked if not absent. Unused PTO remaining at the end of the year will be carried over to the following year. Employees may accrue up to a maximum of ninety (90) days PTO at any one time. In the event that a holiday occurs during an employee's scheduled PTO, that day will be paid as holiday time off instead of PTO.

Upon proper notice and request, Waitr may approve an employee's request for unpaid leave or an extended leave of absence. Waitr will consider the employee's performance, Waitr needs and prior absences when approving requests. Waitr will try to accommodate request for PTO for unpaid leave when possible, but Waitr has the right to disapprove any request that may interfere with or negatively impact its operations. Employees will be paid for any accrued unused PTO remaining upon termination.

## 6.3 HOLIDAY TIME OFF

- ◇ *New Year's Day*
- ◇ *Mardi Gras (Louisiana Offices only)*
- ◇ *Memorial Day*
- ◇ *Independence Day*
- ◇ *Labor Day*
- ◇ *Thanksgiving Day*
- ◇ *Christmas Eve*
- ◇ *Christmas Day*

When a holiday falls on a Saturday or Sunday, Waitr will observe the holiday on the preceding Friday or the following Monday.

Eligible employees will receive pay for time off during these holidays. The pay will be calculated at each employee's base pay rate multiplied by the number of hours the employee would have worked if not absent. Waitr may require

you to work on observed paid holidays as needed. Eligible non-exempt employees who are approved to work on Waitr's observed paid holidays will be paid at their normal base pay rate for hours worked in addition to receiving holiday pay. Waitr will provide employees with prior notice of dates designated for the floating holidays. Waitr will attempt to make reasonable accommodations for employees to request time off to observe other religious holidays, including possibly allowing substitution of vacation leave or unpaid personal leave.

## 6.4 FAMILY AND MEDICAL LEAVE ACT

In compliance with the Federal Family and Medical Leave Act (FMLA) and the U.S. Department of Labor (DOL) guidelines, Waitr provides employees with all required notices concerning their rights under the FMLA.

Below is a general description of the FMLA rights provided under federal law. This policy affords employees with all rights required under applicable state and federal law regarding family and medical leave. State law may provide employees with additional family and medical leave rights not provided under federal law. Relevant information concerning any such rights are included below and otherwise provided by Waitr in accordance with state law. Please contact the payroll manager or your City Manager/Supervisor should you have any questions or concerns regarding family or medical leave.

The FMLA provides eligible employees with up to twelve (12) weeks of unpaid, job protected leave per year for the following reasons:

- ◇ *For the birth and care of a newborn child of an employee;*
- ◇ *Replacement with an employee of a child for adoption or foster care;*
- ◇ *To care for an immediate family member (spouse, child or parent) with a serious health condition; or*
- ◇ *To take medical leave when an employee is unable to work because of a serious health condition.*

Leave to care for a newborn child or for a newly placed child must conclude within twelve (12) months after the birth or placement.

Where Waitr employs both spouses, FMLA leave is limited to a combined total of twelve (12) work weeks of family leave for the following reasons:

- ◇ *Birth and care for the child;*
- ◇ *For the placement of a child for adoption or foster care and to care for the newly placed child; and,*
- ◇ *To care for an employee's parent who has a serious health condition.*

## ELIGIBILITY

Employees are eligible for FMLA leave if they have worked for Waitr at least twelve (12) months or fifty-two (52) weeks in total, at least one thousand two hundred fifty (1,250) hours over the prior twelve (12) months, and work at a location where Waitr employs fifty (50) or more employees within seventy-five (75) miles of that worksite. The twelve (12) months or fifty-two (52) weeks of work required need not be in one consecutive. Leave taken due to pregnancy complications may be counted against the twelve (12) weeks of family and medical leave.

Group health benefits, if provided by Waitr, will be maintained during leave. Hours worked for purposes of eligibility will be calculated according to the rules dictated by FMLA. Distance from the work site is calculated according to available transportation by the most direct route.

## REQUESTING FMLA LEAVE

Employees must make verbal or written request for FMLA leave to the payroll manager or city manager/supervisor. Waitr will provide employees with the DOL notice of eligibility and rights and responsibilities within five (5) business days of receiving a request. Where the need for leave is foreseeable, employees are required to request FMLA leave at least 30 days prior to taking the leave. If the need for

leave is not foreseeable, an employee must give notice as soon as it is reasonably practicable after becoming aware of the need for FMLA leave, not to exceed three (3) business days. Waitr will provide employees a written response to the FMLA request within five (5) business days of receiving the medical certification form (described below).

## SERIOUS HEALTH CONDITION

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“Serious health Condition” means an illness, injury, impairment, or physical or mental condition that involves one of the following:

- ◇ *Any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice or residential medical care facility;*
- ◇ *Any period of incapacity requiring absence of more than three (3) calendar days from work, school or other regular daily activities that also involves continuing treatment by (or under the supervision of) a healthcare provider;*
- ◇ *Any period of incapacity due to pregnancy, or for prenatal care;*
- ◇ *Any period of incapacity (or resulting treatment) due to a chronic serious health condition (e.g., Asthma, diabetes, epilepsy, etc.);*
- ◇ *Any period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective open (e.g., Alzheimer’s, stroke, terminal illness, terminal diseases, etc.); or*
- ◇ *Any absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a healthcare provider for a condition that likely would result in incapacity of more than three (3) consecutive days if left untreated (e.g., Chemotherapy, physical therapy, dialysis, etc.).*

## INTERMITTENT AND REDUCED LEAVE

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The FMLA permits employees to take leave on an

intermittent basis to work a reduced schedule or under certain circumstances. The only amount of leave actually taken while on intermittent/reduced schedule leave may be charged as FMLA leave. Employees may not be required to take more FMLA leave than necessary to address the circumstances that caused the need for leave.

Employees needing intermittent/reduced schedule leave for foreseeable medical treatment must work with their city manager/supervisors and managers to schedule leave so as to not unduly disrupt Waitr’s operations, subject to the approval of Waitr.

## JOB RESTORATION

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Upon returning from FMLA leave, an employee must be restored to his or her original job, or to an “equivalent” job, which means virtually identical to the original job in terms of pay and if it falls under other employment terms and conditions.

In addition, an employee’s use of FMLA leave cannot result in the loss of any employment benefit that the employee earned or was entitled to before using it (not necessarily during) FMLA leave.

## “KEY” EMPLOYEE EXCEPTION

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Under limited circumstances, where restoration to employment will cause substantial and previous economic injury to its operations, Waitr may refuse to reinstate certain highly-paid, salaried “key” employees. In order to do so, Waitr must notify the employee in writing of his or her status as a “key” employee (as defined by FMLA), the reasons for denying the job restoration and provide the employee with a reasonable opportunity to return to work after notifying the employee.

## 6.5 MILITARY FAMILY LEAVE

The military family leave provisions of FMLA

entitle eligible employees of covered employers to take FMLA leave for any “qualifying exigency” arising from the foreign deployment of an employee’s spouse, son, daughter, or parent within the Armed Forces, or to care for a service member with a serious injury or illness if the employee is the service member’s spouse, son, daughter, parent, or next of kin.

## QUALIFYING EXIGENCY LEAVE

A covered employer must grant an eligible employee up to twelve (12) work weeks of unpaid, job-protected leave during any twelve (12) month period for qualifying exigencies that arise when an employee’s spouse, son, daughter or parent is on a covered active duty or has been notified of an impending call or order to covered active duty.

Covered active duty means:

- ◇ *For members of the regular Armed Forces, duty during deployment of the member with the Armed Forces to a foreign country; or*
- ◇ *For members of reserve components of the Armed Forces (members of the National Guard and reserves), during deployment of a member with the Armed Forces to a foreign country under a call or order to active duty in support of a contingency operation.*

Deployment to a foreign country includes deployment into international waters.

Qualifying exigencies for which an employee may take FMLA leave include making alternative childcare arrangements for a child of the deployed military member, attending certain ceremonies and briefings or making financial or legal arrangements to address the military member’s absence.

## MILITARY CAREGIVER LEAVE

A covered employer must grant an eligible employee up to a total of twenty six (26) workweeks of unpaid, job protected leave during a single twelve (12) month period.

To care for a covered service member with a serious injury or illness, the employee must be the spouse, son, daughter, parent or next of kin of the covered service member.

A covered service member is either:

- ◇ *A current member of the Armed Forces (including a member of the National Guard or reserves) who is undergoing medical treatment, recuperation or therapy, is in outpatient status, or is on a temporary disability retired list, or for serious injury or illness; or*
- ◇ *A veteran of the Armed Forces (including National Guard or reserves) discharged within a five (5) year period before the family member first takes military caregiver leave to care for the veteran and who is undergoing medical treatment, recuperation or therapy for qualifying serious injury or illness. A veteran who is dishonorably discharged does not meet the FMLA definition of a covered service member.*

For a recurrent service member, a serious injury or illness is one that may render the service member medically unfit to perform his or her military duties. For a veteran, a serious injury or illness is one that has rendered the veteran medically unfit to perform his or her military duties, an illness or injury that qualifies the veteran for certain benefits from the Department of Veteran Affairs or substantially impairs the veteran’s ability to work. For veterans, it includes injuries or illnesses that were incurred or aggravated during military service but did not manifest until after the veteran left active duty.

## 6.6 STATE FAMILY AND MEDICAL LEAVE

Under state law, employees may have additional family and medical leave rights. Information provided here is meant to give you a general description of your rights. Waitr will provide employees with all information regarding any relevant state family and medical leave law, as may be required by law. Please contact the payroll manager or your

manager should you have any questions or concerns regarding family or medical leave.

## 6.7 MILITARY LEAVE

Waitr strives to provide job security and prevent discrimination against employees engaged in military service. Eligible employees who are members of the uniformed services of the United States are entitled to a military leave when transitioning back to active duty, training, or fitness examinations, including but not limited to those in the Armed Forces, Army National Guard, Air Force National Guard, Navy Reserves, Marine Corps Reserve, Coast Guard, state militias or reservists.

Military leave is granted according to state and federal law for employees who satisfy the pertinent legal requirements. You may be entitled to continued health insurance or paid or unpaid leave. You must provide your city manager/supervisor with as much advance notice as possible before taking military leave and return to work within the timeframe prescribed by law after your service ends.

In accordance with state and federal law, it is against Waitr policy to discriminate against an employee or applicant for employment on the basis of that person's membership or other service to the uniformed services of the United States. This includes denying



such person employment, reemployment, promotion, compensation or other benefit. No such person may be retaliated against for exercising his or her rights as a military service member under the law or Waitr policy.

Contact a manager immediately if you believe that you have been subject to discrimination, retaliation or harassment based on your military membership. Also, contact a manager to request detailed information regarding your eligibility for military leave or other related inquiries.

## 6.8 WORKER'S COMPENSATION

Waitr carries workers' compensation insurance coverage as required by law to protect employees who are injured on the job. This insurance provides medical, surgical and hospital treatment in addition to payment for loss of earnings that result from work-related injuries. Compensation payments begin from the first day of an employee's hospitalization or after the third day following the injury if an employee is not hospitalized. The cost of this coverage is paid completely by Waitr.

## 6.9 BEREAVEMENT LEAVE

Eligible full-time, active employees are entitled up to three (3) days paid leave to attend the funeral or otherwise deal with the death of an immediate family member. "Immediate family members" include an employee's spouse, civil partner, child (biological, adopted, foster, step or otherwise), parent, sibling, grandparent, grandchild, same-sex domestic partner or same-sex domestic partner's parent or child.

Bereavement leave will be paid at an employee's base rate multiplied by the number of hours that the employee would have worked if not absent. You should notify your city manager/supervisor immediately if you wish to take bereavement leave. Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. An employee may, with

his or her city manager/supervisor's approval, use any available vacation or additional time off as necessary. Waitr may request verification of the facts surrounding the requested leave.

## 6.10 JURY DUTY

Waitr encourages eligible, full time, active employees to serve on jury duty when called. If an employee receives health insurance benefits, such benefits will normally be maintained during jury duty.

Employees must present their jury summons notice as soon as possible so Waitr may make arrangements to cover their shift. Employees must promptly report to work whenever their jury duty does not conflict with their work schedule. Waitr may allow employees called for jury duty to use accrued PTO or other leave upon request. Time off for jury duty should be reported and appropriately logged into each employee's time records. Notify your city manager/supervisor that you have been selected for jury duty as soon as possible.

Under state law, employees are entitled to one (1) day of paid time off for jury duty. Employees serving as jurors may not lose any sick, vacation, personal leave or other benefit. Employees must provide a reasonable amount of advance notice that they will need time off for jury duty. Employers that terminate employees or do not grant time off for jury duty are liable for fines.

## 6.11 VOTING LEAVE

Waitr encourages employees to fulfill their civic duty to vote in elections. If possible, employees must vote outside of work hours either before or after their scheduled shifts.

When this is **NOT POSSIBLE** due to scheduling conflicts, then eligible, full time, active, employees will receive up to two (2) hours of paid leave to vote. Voting leave will be paid at the employee's base rate multiplied by the number of hours the employee would have worked if not absent.

Unless time off to vote occurs at the end of the work shift, employees must return to work promptly after voting. Time off to vote should be reported and appropriately logged in into each employees time records.

Under state law, employers of twenty (20) or more employees cannot interfere with their employees political activities or affiliations. Notify your city manager/supervisor if it is your intention to take time off to vote prior to voting day. Consult a manager if you have any questions or concerns regarding voting leave.



# EMPLOYEE ACKNOWLEDGEMENTS



I, the undersigned employee, understand and acknowledge the following:

That I have received a copy of this employee handbook and it is my responsibility to read and be aware of, and comply with, all policies contained in it and any official notices that will supersede it, including, but not limited to, policies on confidentiality, health, safety, anti-harassment, anti-bullying, discrimination, and drug and alcohol issues.

That this employee handbook contains important Waitr policies that directly affect many aspects of my employment. It is essential that I have a full understanding of these policies. I will consult a manager if I do not have a full understanding of any policy herein or if I have any questions or concerns related to these policies.

That, unless expressly stated to the contrary in a written employment agreement to train myself in Waitr, this is an At-Will employment relationship. As such, both myself and Waitr may terminate this agreement at any time, without any cause or notice, as permitted by law. Nothing in this employee handbook is intended to modify my At-Will employment relationship with Waitr.

That this is not a contract of employment or a guarantee of continued employment relationship for any period of time.

That this employee handbook and the policies contained herein modifies, supersedes, and revokes any and all prior policies, procedures, practices, written or oral representations to the contrary or that are otherwise inconsistent with its terms.

That Waitr reserves the right to change, remove, or add to the policies herein at any time providing official notices to me are posted in a conspicuous place in my work setting designated for such purposes. Any official notices will modify, supersede, and revoke any existing notices that are inconsistent with them. Furthermore, Waitr reserves the right to change its implementation, interpretation, or application of the policies and procedures herein at any time.

In the event that any of the terms or provisions of this employee handbook, including this employee acknowledgment, are declared invalid or unenforceable by any court competent of jurisdiction or any federal or state entity having proper jurisdiction over the subject matter herein, the remaining terms and provisions that are not affected thereby shall remain in full force and effect and employees will be afforded all rights required under the law. Furthermore, in such an event, Waitr will provide employees with the substitute terms and provisions for those declared invalid once it becomes aware of their invalidity.

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I sign an acknowledgment of, and in agreement with, the above provisions.

Date (mm/dd/yyyy)