



Employee Handbook A Guide for Our Employees

Welcome to Rocha Enterprises LLC

We are happy to have you as part of the team!

October 2019

**Acknowledgement of Receipt of
Rocha Enterprises LLC Employee Handbook**

I acknowledge that I have received a copy of Rocha Enterprises LLC Employee Handbook (“Handbook”). I understand that I am responsible for reading, understand and abiding by all policies and procedures in this Handbook, as well as other policies and procedures of Rocha Enterprises LLC.

I also understand that the purpose of this Handbook is to inform me of Rocha Enterprises’ LLC policies and procedures, and it is not a contract of employment. Nothing in this Handbook provides any entitlement to me or to any Rocha Enterprises LLC employee, nor is it intended to create contractual obligations of any kind.

I acknowledge that Rocha Enterprises LLC may revise, suspend, revoke, terminate, change or remove, prospectively or retroactively, any of the policies or procedures of Rocha Enterprises LLC, whether outlined in this handbook or elsewhere, in whole or in part, with or without notice at any time, at Rocha Enterprises’ LLC sole discretion and that I will be bound by any such changes.

I specifically understand and agree that the employment relationship between Rocha Enterprises LLC and me is at-will and can be terminated by Rocha Enterprises LLC or me at any time, with or without cause or notice. Furthermore, Rocha Enterprises LLC has the right to modify or alter my position or impose any form of discipline it deems appropriate at any time. Nothing in this handbook is intended to modify Rocha Enterprises’ LLC policy of at-will employment. The at-will employment relationship may not be modified except by a specific written agreement signed by me and an authorized representative of Rocha Enterprises LLC. This is the entire agreement between Rocha Enterprises LLC and me regarding this subject. All prior or contemporaneous inconsistent agreements are superseded.

Signature

Date

Full Name (please print)

Please sign and date one copy of this acknowledgement and return it to Administrative Management. Retain a second copy for your reference.

Table of Contents

Welcome	6
1.1 Mission Statement.....	6
1.2 Purpose of this Handbook.....	6
1.3 Changes in Policy	7
1.4 Employment-At-Will	7
Workplace Commitments	7
2.1 Equal Employment Opportunity	7
2.2 Discrimination Is Prohibited.....	8
2.3 Americans with Disabilities Act	9
2.6 Workplace Harassment	9
2.7 Workplace Violence.....	9
2.8 Workplace Bullying.....	10
2.9 Third Party Harassment	10
2.9.1 Harassment from Customer	11
2.9.2 Harassment from Vendors and Contractors	11
2.10 Sexual Harassment.....	11
2.11 Political Neutrality	12
2.12 Involving the Building Security Personnel	12
2.13 Supervisors’ Responsibilities.....	12
2.14 Procedures for Reporting and Investigating Harassment.....	13
2.15 Retaliation in the Workplace	13
2.16 Open Door Policy	13
2.17 Penalties for Violation of Anti-Harassment Policy	14
Employment and Separation Policies	14
3.1 Employment Classifications	14
3.1.1 Exempt Employees	14
3.1.2 Non-Exempt Employees	14
3.1.3 Full-Time Employee	14
3.1.4 Part-Time Employee	14
3.1.5 Temporary Employees.....	14
3.1.6 Independent Contractor or Consultant	15
3.2 Recruitment and Selection	15
3.3 Employment within Rocha Enterprises LLC.....	15
3.5 Employment of Relatives.....	16
3.6 Immigration Law Applicable to All Employees	16
3.9 Orientation and Training.....	17
3.10 Promotions and Transfers	17
3.11 Disciplinary Action.....	18
3.12 Resignation of Employment	21
3.13 Exit Interview.....	22
Company Policies and Practices	22
4.1 Code of Conduct	22

4.2 Confidentiality	22
4.3 Personnel Records and Employee References	23
4.4 Privacy	24
4.5 Vehicle(s).....	24
4.6 Work and Travel Expenses	25
4.7 Visitor(s)	25
4.8 Grievances.....	26
Employee in the Workplace.....	26
5.1 Conflict of Interest	26
5.2 Employee Relationships in the Workplace	26
5.3 Dress Code	27
5.4 Treatment of Customers.....	28
5.5 Workplace Searches.....	28
5.6 Personal Property	29
5.7 Company Property	29
5.8 Performance Reviews, Salary Reviews	29
5.9 Electronic Communications.....	30
5.10 Personal Communication and Electronic Devices.....	31
5.11 Social Media	32
5.12 Smoking and Vaping.....	32
5.13 Drug-Free Workplace	33
A safe and productive drug & alcohol-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.	35
5.14 Substance Abuse	35
5.15 Sanitation	35
5.16 Safety and Accident Rules.....	36
5.17 Incident / Accident Procedures	37
5.18 Illness and Health.....	38
5.19 Customer Complaints.....	39
5.20 Weapon Free Workplace.....	39
5.21 Cashiers Special Instructions	39
Work and Compensation.....	40
6.1 Payroll Practices.....	40
6.2 Salary Deductions and Withholding	40
6.3 Wage Garnishment.....	40
6.4 Social Security Benefits (FICA)	41
6.5 Unemployment Insurance	41
6.6 Advances.....	41
6.7 Direct Deposit	41
6.8 Work Schedules	41
6.9 Flexible Hours.....	41
6.10 Time Cards.....	42
6.11 Meal and Rest Breaks	43
6.12 Overtime	43
6.13 Attendance and Absences	43
6.14 Tardiness	44

6.15 Inclement Weather	44
Benefits	44
7.1 Health and Welfare	44
7.2 Bonus	45
7.3 Vacation	45
7.4 Sick Leave.....	46
7.5 Holiday.....	47
7.6 Workers' Compensation Insurance.....	48
7.7 Employee Meals.....	48
Employee Leave.....	49
8.1 Military Service Leave.....	49
8.2 Bereavement Leave.....	50
8.3 Jury Duty.....	50
8.4 Appearance as a Plaintiff, Defendant or Witness	51
8.5 Voting	51
8.6 Break Time for Nursing Mothers.....	51

Welcome

1.1 Mission Statement

Rocha Enterprises LLC is a family doing business, providing opportunity to all our family members to grow with the company and become a leader. We strive to achieve excellence by providing an exceptional food service experience to all our customers.

1.2 Purpose of this Handbook

This Employee Handbook (“Handbook”) is a compilation of personnel policies, practices and procedures currently in effect at Rocha Enterprises LLC (“Cafeteria”).

This handbook is intended to be used by management and staff employed with Rocha Enterprises LLC. The Handbook is designed to introduce you to Rocha Enterprises LLC, familiarize you with our policies, provide general guidelines on work rules, benefits, performance expectations of Rocha Enterprises LLC and other issues related to your employment, and helps answer many of the questions that may arise in connection with your employment.

Each member of management and all employees are responsible for becoming familiar with the Handbook and knowing the information contained in it. Although the information found in this Handbook is detailed and specific on many topics, the Handbook is not intended to be encompassing as to cover every situation and circumstance that may arise. This Handbook is intended to supplement other documents that deal with your employment, and the policies and regulations contained in the contract that we are governed by. For this reason, specific questions regarding the applicability of a particular policy or practice should be addressed to Administrative Management.

This Handbook does not create a “Contract” express or implied, guarantying employment for any length of time and is not intended to induce an employee to accept employment with Rocha Enterprises LLC.

Rocha Enterprises LLC reserves the rights to unilaterally revise, suspend, revoke, terminate or change any of its policies, in whole or in part, whether described within this Handbook or elsewhere, in its sole discretion. Should a situation or circumstance arise that is not specifically covered in this Handbook, Rocha Enterprises LLC will make a decision based upon its own policies and the policies of the contract by which we are governed by. Every effort will be made to keep you informed of Rocha Enterprises’ LLC policies; however, we cannot guarantee that notice of revisions will be provided. Feel free to ask questions about any of the information within this Handbook.

This Handbook **supersedes and replaces** any and all personnel policies and manuals previously distributed, made available or applicable to employees.

1.3 Changes in Policy

Since our business is constantly changing, Rocha Enterprises LLC expressly reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this Handbook or in any other document, except for the policy of at-will employment as described below. No oral statements or representations can in any way alter the provisions of this Handbook. Nothing in this employee Handbook or in any other document or statement creates or is intended to create a promise or representation of continued employment for any employee. Any changes to your at-will employment status, described below, must be in writing and must be signed by the employee and Rocha Enterprises LLC.

We will seek to notify you of such changes by email and other appropriate means. However, such a notice is not required for changes to be effective. If you are uncertain about any policy or procedure, please check with your Administrative Management.

1.4 Employment-At-Will

Employment with Rocha Enterprises LLC is on an at-will basis, unless otherwise specified in a written employment agreement. You are free to resign at any time, for any reason, with or without notice. Similarly, Rocha Enterprises LLC is free to conclude the employment relationship at any time for any lawful reason, with or without cause, and with or without notice.

Nothing in this Handbook will limit the right of either party to terminate an at-will employment. No section of this Handbook is meant to be construed, nor should be construed, as establishing anything other than an employment-at-will relationship. This Handbook does not limit management's discretion to make personnel decisions such as reassignment, change of wages and benefits, demotion, etc. No person other than the Owner, Administrative Management, has the authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will terms. The Owner, Administrative Management, has the authority to make any such agreement, which is only binding if it is in writing and signed by the employee and authorized representative of Rocha Enterprises LLC.

Workplace Commitments

2.1 Equal Employment Opportunity

It is the policy of Rocha Enterprises LLC to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, color, religion, sex, disability, marital status, national origin, age 40 and above, pregnancy, childbirth, and related medical conditions, retaliation or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not

limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and termination.

Rocha Enterprises LLC expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment and to accommodate others in line with this policy to the fullest extent required by law. For example, Rocha Enterprises LLC will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on Rocha Enterprises LLC operations. If you desire religious accommodation, you are required to make the request in writing to your manager, Administrative Management as far in advance as possible. You are expected to strive to find co-workers who can assist in the accommodation (e.g. trade shifts) and cooperate with Rocha Enterprises LLC in seeking and evaluating alternatives.

Moreover, in compliance with the Americans with Disabilities Act (ADA), Rocha Enterprises LLC provides reasonable accommodations to qualified individuals with disabilities to the fullest extent required by law. Rocha Enterprises LLC may require medical certification of both the disability and the need for accommodation. Keep in mind that Rocha Enterprises LLC can only seek to accommodate the known physical or mental limitations of an otherwise qualified individual. Therefore, it is your responsibility to come forward if you need accommodation. Rocha Enterprises LLC will engage in an interactive process with the employee to identify possible accommodation, if any will help the applicant or employee perform the job.

2.2 Discrimination Is Prohibited

Rocha Enterprises LLC is an equal opportunity employer and makes all employment decisions without regard to race, color, religion, sex, disability, marital status, national origin, age 40 and above, pregnancy, childbirth, and related medical conditions, retaliation or any other classification protected by applicable local, state or federal laws. This policy applies to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefits, compensation and training. We seek to comply with all applicable federal, state, and local laws related to discrimination and will not tolerate interference with the ability of any of Rocha Enterprises' LLC employees to perform their job duties.

Rocha Enterprises LLC makes decisions concerning employment based strictly on an individual's qualifications and ability to perform the job under consideration, the comparative qualifications and abilities of other applicants or employees, and the individual's past performance within the organization.

If you believe that an employment decision has been made that does not conform to Rocha Enterprises' LLC commitment to equal opportunity, you should promptly bring the matter to the attention of your immediate supervisor, designated manager, Administrative Management. Your complaint will be promptly, thoroughly, and impartially investigated. There will be no retaliation against any employee who files a

complaint in good faith, even if the result of the investigation produces insufficient evidence to support the complaint.

2.3 Americans with Disabilities Act

The Federal Americans with Disabilities Act (ADA) prohibits discrimination against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation, fringe benefits, job training, and other terms, conditions and privileges of employment. The ADA does not alter Rocha Enterprises' LLC right to hire the best-qualified applicant, but it does prohibit discrimination against a qualified applicant or employee because of his or her disability, or because of a perceived disability. As a matter of Rocha Enterprises LLC policy, Rocha Enterprises LLC prohibits discrimination of any kind against people with disabilities.

2.6 Workplace Harassment

Rocha Enterprises LLC is committed to providing a work environment that provides employees equality, respect and dignity. In keeping with this commitment, Rocha Enterprises LLC has adopted a policy of "zero tolerance" with regard to employee harassment. Harassment is defined under federal law as unwelcome conduct that is based on race, color, religion, sex, disability, marital status, national origin, age 40 and above, pregnancy, childbirth, and related medical conditions, retaliation. Harassment becomes unlawful where:

- Enduring offensive conduct becomes a condition of continued employment.
- The conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

This policy applies to all terms and conditions of employment. Harassment of any other person, including, without limitation, co-workers, visitors, or vendors, whether at work or outside of work, is grounds for immediate termination. Rocha Enterprises LLC will make every reasonable effort to ensure that its entire community is familiar with this policy and that all employees are aware that every complaint received will be promptly, thoroughly and impartially investigated and resolved appropriately. Rocha Enterprises LLC will not tolerate retaliation against anyone who complains of harassment or who participates in an investigation.

2.7 Workplace Violence

Workplace violence refers to physical acts of violence or threats to harm a person or property. Abusive behaviors, whether verbal, psychological or physical, are also considered violence. More specifically:

- Verbal abuse can be using unwelcome, embarrassing, offensive, threatening or degrading language.
- Psychological abuse is an act which provokes fear or diminishes a person's dignity or self-esteem.
- Sexual abuse is any unwelcome verbal or physical assault.

We can't always predict violent acts, but we ask managers, supervisors and team members to be vigilant. Report any concerns or violent acts to Administrative Management as soon as possible, examples of violent behavior among coworkers include but are not limited to:

- Intimidating or bullying others
- Abusive language
- Physical assault
- Threatening behavior
- Concealing or using a weapon
- Sexual or racial harassment

We maintain the right to conduct periodic inspections, using reasonable methods, without employees' consent or prior notice.

All supervisors and managers are responsible for implementing Rocha Enterprises LLC policies and ensure that all procedures are free of discrimination.

Employees who witness or suspect violence, or are victims of violence, can report to Administrative Management or their supervisor or manager. We should investigate quickly and discreetly. We aim to protect victims from harassment and victimization.

Rocha Enterprises LLC doesn't tolerate violence. Any such behavior will trigger appropriate disciplinary action, up to and including termination, as well as potential criminal charges.

2.8 Workplace Bullying

Workplace bullying is defined as repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work / in the course of employment. Such behavior violates our policy. All employees should be treated with dignity and respect. Bullying may be intentional or unintentional. However, it must be noted that when an allegation of bullying is made, the intention of the alleged bully is irrelevant, and will not be given consideration when meting out discipline. As in sexual harassment, it is the effect of the behavior upon the individual which is important. Rocha Enterprises LLC considers the following types of behavior examples of bullying:

2.9 Third Party Harassment

Third party harassment includes vendors, customers, and any other people Rocha Enterprises LLC is connected to or do business with. We aim to protect every employee regardless of level, function, seniority, status, or protected characteristics (e.g. race, gender and sexual orientation).

2.9.1 Harassment from Customer

When a customer is harassing you stop all interactions with the customer and report this to your supervisor or manager. Please don't hesitate to report to a customer if they behave inappropriately and make your life difficult. Reporting those means that they won't harass you anymore and that we will also have the chance to protect other employees who would come in contact with the harasser.

Report the customer to supervisor, manager or Administrative Management via in-person and inform your manager of your report. If you have evidence, please provide the evidence to the Administrative Management.

Administrative Management will investigate your claim and contact the Contract Officer Representative to ask them to speak with the harasser and take corrective action.

2.9.2 Harassment from Vendors and Contractors

Rocha Enterprises LLC harassment and anti-violence policies apply to Rocha Enterprises LLC vendors and contractors. We will communicate with them in writing or e-mail.

If an employee of vendor or contractor harasses you, please report directly to Administrative Management. Administrative Management will:

- Report the person who harassed you to the vendor's HR department.
- Demand that either this person stops this inappropriate behavior immediately or the vendor assigns a different employee to that position, depending on the severity of the harassment.

If harassment continues after our intervention or our vendor or contractor ignores our report, we will act accordingly to this vendor or contractor.

If the business ignores Rocha Enterprises LLC report, or if the incident of harassment happens again and the business seems unwilling to deal with the person responsible, we will act accordingly with that business.

We will also discuss possible solutions on Rocha Enterprises LLC end. We will not penalize you or retaliate against you in any way. Your working hours, salary, wage or other benefits won't be affected.

2.10 Sexual Harassment

Sexual harassment is prohibited by federal, state, and local laws, and applies equally to men and women. Federal law defines sexual harassment as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when the conduct:

- Explicitly or implicitly affects a term or condition of an employee's employment.
- Is used as the basis for employment decisions affecting the employee.
- Unreasonably interferes with an employee's work performance or creates an intimidating, hostile, or offensive working environment.

Such conduct may include but is not limited to: subtle or overt pressure for sexual favors; inappropriate touching; lewd, sexually oriented comments or jokes; foul or obscene language; posting of suggestive or sexually explicit posters, calendars, photographs, graffiti, or cartoons; and repeated requests for dates. Rocha Enterprises LLC policy further prohibits harassment and discrimination based on sex stereotyping. (Sex stereotyping occurs when one person perceives a man to be unduly effeminate or a woman to be unduly masculine and harasses or discriminates against that person because he or she does not fit the stereotype of being male or female.) Rocha Enterprises LLC requires reporting of all perceived incidents of sexual harassment, regardless of who the offender may be. Every employee is encouraged to raise any questions or concerns with his or her immediate supervisor, designated manager, Administrative Management.

2.11 Political Neutrality

Maintenance of individual freedom and our political institutions necessitates broad scale participation by citizens concerning the selection, nomination and election of our public office holders. Rocha Enterprises LLC will not discriminate against any employee because of their identification with and support of any lawful political activity. Company employees are entitled to their own personal political position. Rocha Enterprises LLC will not discriminate against employees based on their lawful political activity engaged in outside of work. If you are engaging in political activity, however, you should always make it clear that your actions and opinions are your own and not necessarily those of Rocha Enterprises LLC, and that you are not representing Rocha Enterprises LLC.

2.12 Involving the Building Security Personnel

Rocha Enterprises LLC will involve the building security personnel if a harasser stalks, assaults or verbally/ physically threatens an employee. This applies to all possible employee(s) / third-parties. When harassers seem dangerous (for example, if a harasser refuses to leave the premises and threatens you with physical violence), call the building security personnel before reporting to the manager or Administrative Management.

2.13 Supervisors' Responsibilities

All supervisors and managers are expected to ensure a work environment free from sexual and other harassment. They are responsible for the application and communication of this policy within their work area. Supervisors and managers should:

- Encourage employees to report any violations of this policy *before* the harassment becomes severe or pervasive.
- Make sure the Administrative Management is made aware of any inappropriate behavior in the workplace.
- Create a work environment where sexual and other harassment is not permitted.

Supervisors and managers are to protect your team members when a third party is involved by assigning someone else to interact with the person who harassed them until Administrative Management investigation is complete.

2.14 Procedures for Reporting and Investigating Harassment

Employees should report incidents of inappropriate behavior or sexual harassment as soon as possible after the occurrence. Employees who believe they have been harassed, regardless of whether the offensive act was committed by a manager, co-worker, vendor, visitor, or customer, should promptly notify their immediate supervisor, designated manager, Administrative Management. If the employee's immediate supervisor is involved in the incident, the employee should report the incident to the Administrative Management. Every claim of harassment will be treated seriously, no matter how trivial it may appear. All complaints of harassment, sexual harassment, or other inappropriate sexual conduct will be promptly, thoroughly and impartially investigated by the Restaurant.

There will be no retaliation for filing or pursuing a harassment claim. To the extent possible, all complaints and related information will remain confidential except to those individuals who need the information to investigate, educate, or act in response to the complaint.

All employees are expected to cooperate fully with any ongoing investigation regarding a harassment incident. Employees who believe they have been unjustly charged with harassment can defend themselves verbally or in writing at any stage of the investigation.

2.15 Retaliation in the Workplace

Employees who file reports for harmful, discriminatory or unethical behaviors will be protected against retaliation. Whether accusations are true or false, Rocha Enterprises LLC wants to prevent victimization and other retaliatory behavior towards the employee. We believe it's important that employees aren't afraid to speak up about any issues. An environment of fear can only be harmful in the long run.

Employees that are found guilty of retaliation will be subject to disciplinary action that may also result in termination.

Disciplinary action may also apply to employees who have repeatedly filed false or unreasonable complaints against Rocha Enterprises LLC and are proven to have been intentionally lying, falsifying evidence, acting maliciously or for personal benefit. That way we can ensure that employees do not take advantage of our policy and act always in good faith.

2.16 Open Door Policy

Rocha Enterprises LLC has an open-door policy and takes employee concerns and problems seriously. Rocha Enterprises LLC values each employee and strives to provide a positive work experience. Employees are encouraged to bring any workplace

concerns or problems they might have or know about to their supervisor or some other member of management.

2.17 Penalties for Violation of Anti-Harassment Policy

If it is determined that inappropriate conduct has occurred, Rocha Enterprises LLC will act promptly to eliminate the offending conduct, and take such action as is appropriate under the circumstances. Such action may range from counseling to termination of employment, and may include such other forms of disciplinary action, as Rocha Enterprises LLC deems appropriate under the circumstances and in accordance with applicable law.

Employment and Separation Policies

3.1 Employment Classifications

Each employee will be advised of his or her status at the time of hire and any change in status. Regardless of the employee's status, the employee is employed at-will and the employment relationship can be terminated by Rocha Enterprises LLC or the employee at any time, with or without cause and with or without notice.

The following terms will be used to describe employment classifications and status:

3.1.1 Exempt Employees

Exempt employees are not subject to the overtime pay provisions of the federal Fair Labor Standards Act (FLSA). An exempt employee is one whose specific job duties and salary meet all of the requirements of the U.S. Department of Labor's regulations. In general, an exempt employee is one who is paid on a salary basis at not less than \$455 per week who holds an administrative, professional, or management position. Certain outside salespersons and a few other job categories are also exempt.

3.1.2 Non-Exempt Employees

Salaried employees who are not administrative, professional, or managerial employees (as defined by the U.S. Department of Labor) and many hourly employees are generally not exempt from the FLSA's overtime provisions.

3.1.3 Full-Time Employee

Full-time employees are those who are regularly scheduled to work at least 40 hours per week.

3.1.4 Part-Time Employee

Part-time employees are those who are regularly scheduled to work fewer than 40 hours per week.

3.1.5 Temporary Employees

Temporary employees are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project. Employment assignments in this category are of limited duration and the

temporary employee can be let go before the end of the defined period. Short term assignments generally are periods of three (3) months or less, however, such assignments may be extended. All temporary employees are at-will regardless of the anticipated duration of the assignment. Temporary employees retain that status unless and until notified in writing of a change by Rocha Enterprises LLC.

3.1.6 Independent Contractor or Consultant

These individuals are not employees of Rocha Enterprises LLC and are self-employed. An independent contractor or consultant is engaged to perform a task according to his/her own methods and is subject to control and direction only as to the results to be accomplished.

3.2 Recruitment and Selection

Rocha Enterprises' LLC primary goal when recruiting new employees is to fill vacancies with persons who have the best available skills, abilities or experience needed to perform the work in Rocha Enterprises LLC. Decisions regarding the recruitment, selection and placement of employees are made on the basis of job-related criteria.

When positions become available, qualified current employees are encouraged and are welcome to apply for another position. As openings occur, notices relating to general information about the position are posted. Hiring team will arrange interviews with employees who apply.

We encourage current employees to recruit new talent for Rocha Enterprises LLC.

3.3 Employment within Rocha Enterprises LLC

Administrative Management and hiring team should be communicating internal job postings to all employees.

Each job may be posted internally for a week before it's posted externally. If a position has to be filled quickly, Administrative Management may post a job both internally and externally and assess candidates from both sources simultaneously.

To apply properly, employees should follow the instructions mentioned in the job posting.

Although we typically post jobs, we may occasionally fill positions through other means (e.g. directly promoting an employee, searching through Rocha Enterprises LLC existing candidate database or temporary agency). Generally, we don't have to post a job either externally or internally unless necessary.

Employees may be promoted only after their first six (6) months employment period ends and where there is no disciplinary action in the past six (6) months.

“Promotion” may be a move to a position of higher rank, responsibility and wage or salary. Often, employees may advance to positions that don’t come with higher managerial authority. Instead, these advancements may be a career or role change that helps employees develop and grow.

In any case, Rocha Enterprises LLC is an equal opportunity employer. Rocha Enterprises LLC will not allow favoritism or discrimination on the basis of protected characteristics.

We’ll consider employees who apply to Rocha Enterprises LLC job postings if they:

- Meet each position’s minimum criteria.
- Perform their current jobs satisfactorily.
- Where there is no disciplinary action in the past 6 months.

If an employee does not get chosen for the position, their current job does not get affected. If they accept an offer, they will meet with their managers to discuss the transition plan. An employee’s position transfer may be delayed until their current position is filled.

3.5 Employment of Relatives

Rocha Enterprises LLC recognizes that the employment of relatives in certain circumstances, such as when they will work in the same department/ / shift, supervise or manage the other, or have access to confidential or sensitive information regarding the other, can cause problems related to supervision, safety, security or morale, or create conflicts of interest that materially and substantially disrupt Rocha Enterprises’ LLC operations. When Rocha Enterprises LLC determines any of these problems will be present, it will decline to hire an individual to work in the same department / shift as a relative. Relatives subject to this policy include: father, mother, sister, brother, current spouse or domestic partner, child (natural, foster, or adopted), current mother-in- law, current father-in-law, grandparent, or grandchild.

If present employees become relatives during employment, Rocha Enterprises LLC should be notified so that we may determine whether a problem involving supervision, safety, security or morale, or a conflict of interest that would materially and substantially disrupt Rocha Enterprises’ LLC operations exists. If Rocha Enterprises LLC determines that such a problem exists, Rocha Enterprises LLC will take appropriate steps to resolve the problem, which may include reassignment of one relative (if feasible) or asking for the resignation of one of the relatives.

3.6 Immigration Law Applicable to All Employees

Rocha Enterprises LLC complies with the Immigration Reform and Control Act of 1986 by employing only U.S. citizens and non-citizens who are authorized to work in the United States. Rocha Enterprises LLC is governed by our contract to only hire U.S. citizens who are authorized to work in the United States. All employees are asked on their first day of work to provide original documents verifying the right to work in the

United States and to sign a verification form required by federal law (Form I-9). If you cannot verify your right to work in the United States within three (3) days of hire, Rocha Enterprises LLC is required by law to terminate your employment.

3.9 Orientation and Training

To help you become familiar with Rocha Enterprises LLC and our way of doing things, we will provide an orientation and training session within the first few days after you begin work. Some of the content of the session will depend in large part on the nature of your responsibilities, while other parts will be applicable to all employees. In addition, Rocha Enterprises LLC may periodically offer additional training or educational programs, particularly with regard to culinary, sanitation, safety and customer service. Some programs may be voluntary, while others will be required.

Employees, supervisors and managers should all collaborate to build a continuous professional development culture. Rocha Enterprises LLC policy is to cross train an employee for more than one job. Cross training will make you a more valuable part of the company. Rocha Enterprises LLC operates on a merit-seniority system. Merit is given primary consideration. Training is a part of merit.

It's an employee's responsibility to seek new learning opportunities. It's a manager's responsibility to coach their teams and identify employee development needs. And it's Administrative Management responsibility to facilitate any staff development activities and processes.

In general, we approve and encourage the following employee trainings:

- Formal training sessions (individual or company)
- Employee coaching and mentoring
- On-the-job training
- Job shadowing
- Job rotation

This list doesn't include software licenses or other tools that are absolutely necessary for employees' jobs.

3.10 Promotions and Transfers

In an effort to match you with the job for which you are most suited / to meet the business and operational needs of Rocha Enterprises LLC, you may be transferred from your current job and assigned another temporarily or permanently. This may be either at your request or as a result of a decision by Rocha Enterprises LLC.

Reasons for transfer may include, but are not necessarily limited to, fluctuations in workloads; a desire for more efficient utilization of personnel; increased career opportunities; personality conflicts; health; other personal situations; or other business reasons. Most job openings that are intended to be filled from within Rocha Enterprises LLC will be posted emails, bulletin boards / internal newsletter.

Rocha Enterprises LLC does reserve the right, however, to transfer or promote an employee without posting the availability of that position. Temporary transfers may be made at the discretion of Rocha Enterprises LLC management.

You are eligible to request a transfer and to be considered for promotions upon completion of six (6) months of satisfactory performance in your current job. Your eligibility is also dependent, of course, on your having the needed skills, education, experience and other qualifications that are required for the job. However, a transfer may take place within the first six (6) months of employment if Rocha Enterprises LLC management believes that it is in the best interest of Rocha Enterprises LLC to make an exception to this guideline.

3.11 Disciplinary Action

It is impossible for Rocha Enterprises LLC to list and describe every offense which may result in disciplinary action or termination. The following guidelines are provided so that you have an idea of the high standards Rocha Enterprises LLC has set for and expects from its employees. Some examples of conduct, which may result in discipline or termination include, but are not limited to the following:

3.11.1 Serious Offenses Which May Result In Immediate Termination:

- Sell or remove any property that is owned by the Government.
- Represent yourself or Rocha Enterprises LLC as an agent or employee of the NAFI.
- Loan money to or borrow money from customers or others, which includes Government (including NAFI) employees and military personnel.
- Failure to report Law Enforcement contact(s) during aggravated or unusual circumstances (e.g., any arrest, domestic violence incident report, driving while intoxicated / under the influence (DWI / DUI), etc.).
- Failure of reporting contacts with individuals who are or who are suspected to be engaging in criminal, trafficking or terrorist activity.
- Failure of reporting security concerns that could adversely impact upon the security / safety of USSTRATCOM personnel, information, facilities or mission; safety of other individual; / the protection of U.S. national security interests.
- Fighting on company time or on company / Government premises.
- Sexual harassment or any form of harassment, discrimination, threat of violence of violent behavior or workplace bullying by one employee to another employee or to any individual.
- Willful destruction of property.
- Immoral conduct or indecency on company time and company / Government premises.
- Instigating, counseling others or taking part in an unlawful work stoppage or slow down.
- Smoking in hazardous areas.
- Misrepresentation of facts in seeking employment
- Carrying concealed weapons, or possession of firearms, weapons, alcoholic beverages or illegal drugs on company / Government property or premises.
- Falsifying any reports or records.

- Giving to any person or using another person's company / Government pass or badge or other company / Government identification material.
- Misuse, removing or trying to remove company / Government material (records, documents, property, tools, equipment, food, etc.) from company / Government premises without proper authorization.
- Consumption of any type of alcoholic beverage or intoxicant or illegal drug or narcotics on company / Government premises or on Company time.
- Any act of dishonesty, such as stealing, embezzlement, mishandling and/or misappropriation of company / Government funds or property.
- Falsification of timecard, or time record, or punching another employee's time card; or in any way tampering with your own or another's time card or time record.
- Removal of property of another employee or customer without permission.
- Use without authorization or deliberate waste of company cash or merchandise regardless of intent.
- Insubordination directed against Rocha Enterprises LLC or management.
- Rude or discourteous treatment of customers.
- Denial of access to the premises to customers.
- Positive test results from a drug / alcohol test.
- Refusal to submit to a drug / alcohol test.
- Violation of Rocha Enterprises LLC Substance Abuse Policy.
- Violation of Anti-Fraternization / Employee Relationships Policy.

3.11.2 Serious Offenses Which Call For Strong Disciplinary Action And Possible Suspension Or Termination:

- Gambling on the job.
- Reporting for work in an intoxicated condition, under the influence of drugs or other substances.
- Disorderly conduct on company time.
- Profane or abusive language where the language used is uncivil, insulting or contemptuous.
- Soliciting or selling of any type on company premises.
- Horseplay, scuffling, throwing things, etc.
- Violating any safety rules, policies, procedures or practices or engaging in any conduct which tends to create a safety hazard or working in an unsafe manner. (This offense particularly may be considered serious or very serious depending on the nature of the offense.)
- Failure to comply with governing authority (county, state, etc.) health code regulations, procedures and practices or failure to comply with Rocha Enterprises LLC policies and procedures regarding food and personal safety and sanitation or any action which results in public safety hazard.
- Gross neglect of duty.
- Conducting yourself during non-working hours in such a manner that the conduct would be detrimental to the interests or reputation of Rocha Enterprises LLC.
- Attempting to enter, entering or assisting any person to enter or attempt to enter the company's / Government 's premises without proper authority.
- Taking or giving bribes, rebates, kickbacks and premiums or prizes.
- Making false, vicious, malicious or detrimental statements concerning any employee, the company or its products.

- Sleeping or dozing off on the job.
- Failure to report an accident.
- Mixing or exchanging your personal money with company funds.
- Violation of Security Procedures (NOTE: The seriousness of this type of offense will vary depending on the circumstances and nature of the violation).
- Absence without prior notification to the company or without reasonable excuse.
- Threatening, intimidating, coercing, or interfering with fellow employees on company / Government premises.
- Saving food for employees should be offered for sale to customers.
- Failure to comply with rules and regulations of the Government.
- Being present in unauthorized areas on Rocha Enterprises' LLC or Government's premises during working hours or off duty hours.
- Buying from company's suppliers or requesting favors for personal use or gain.
- Contacting client or client's organization regarding employment or personal matters which involve the employee and Rocha Enterprises LLC.
- Leaving the work site prior to the end of a scheduled shift without prior authorization.
- Giving away or discriminating in portions of food served to our customers.
- Violation of personal cell phone or any other electronic device in the USSTRATCOM areas.
- Workplace bullying.
- Violation of our social media Policy.

3.11.3 Offenses Listed In 3.11.4. Below Which When Repeated or When Taken in Conjunction with Other Offenses May Result in The Following Disciplinary Steps:

- First offense within a one-year period—First Warning
- Second offense within a one-year period—Final Warning
- Third offense within a one-year period—Termination

3.11.4 Types Of Offenses Are As Follows:

- Leaving your job or your regular working place during working hours for any reason without authorization except for lunch, rest periods and going to restrooms.
- Tardiness without notifying your supervisor, manager or without reasonable excuse.
- Excessive tardiness regardless of notification.
- Incompetence or failure to meet reasonable standards of efficiency.
- Neglect of duties and responsibilities (where gross neglect is not involved).
- Lack of application or effort on the job.
- Use of tobacco products in other than authorized areas, when handling food, when in direct contact with customers or when in food service, food production or dish room areas.
- Failure to keep accurate records (where falsification is at issue).
- Unauthorized use of company telephones.
- Excessive absenteeism.

- Failure to comply with the health and security standards, code of dress, uniform policy, cleanliness, personal hygiene, personal habit, safety, hairnets, gloves, or other requirements established by Governmental agencies or by the company.
- Chewing gum, drinking / eating at your duty station is prohibited.
- Failure to clock-out and clock-in for meal periods of 30-minutes or more.
- Failure to clock-in when beginning work or failure to clock-out when leaving work each day. Employees should also not work off the clock.
- Working unauthorized overtime hours.

3.11.5 Other:

- Any employee found working for another employer while on an approved leave of absence shall be considered to have voluntarily quit employment with Rocha Enterprises LLC.
- Failure to show for two (2) days consecutive without notice shall be considered to have voluntarily quit employment with Rocha Enterprises LLC.

The progressive discipline structure set forth above is flexible and subject to change when appropriate. Rocha Enterprises LLC reserves the right to skip steps in the progressive discipline structure / terminate any employee without prior notice or warning when appropriate.

3.12 Resignation of Employment

Employees' voluntary resigns when he or she fails to show up for work for two (2) days consecutive without giving any notice.

Employees are not obliged to give advance notice before resigning. But, for efficiency's sake, and to maintain smooth operations of our workplace, we encourage them to announce their intent to resign at least two weeks in advance. They can inform either their manager or Administrative Management, although we advise them to inform both.

Sometimes, employees who resign may be asked to stop working immediately instead of remaining until the end of the notice period.

Employees may ask Rocha Enterprises LLC to revoke their resignation within the time period of two (2) days. Rocha Enterprises LLC will decide whether or not to grant this request on a case-by-case basis. After that period, they cannot revoke their resignation. If an employee decides to resign, they should make sure their decision is final.

Employees have the right to resign when they want and of their own free will. Forced resignation (or constructive dismissal) must not occur at any time.

Employees who left on good terms are eligible for rehiring. They may or may not be considered new employees depending on how much time has passed since they were last employed in Rocha Enterprises LLC. If they're considered new employees, they may not be given benefits related to their length of employment and seniority.

Employees will receive pay for every day (or hour) they work for Rocha Enterprises LLC. The last payment will be made next pay period from their last day of work. Unused vacation time will be paid by that date.

We reserve the right to terminate employees when they don't adhere to our policies or the law, or those who place Rocha Enterprises LLC at risk.

At the employee's last day with Rocha Enterprises LLC, they must return all company-owned equipment, and delete confidential files and passwords from their personal devices. Our Confidentiality and Data Protection Policy Policies cover all employees, even after separation of employment.

3.13 Exit Interview

Exit interview is an optional and not mandatory activity that an employee can do. Rocha Enterprises LLC may ask to perform an exit interview for employees who leave Rocha Enterprises LLC voluntarily. We may perform the exit interviews In-person to help us gather more granular insight. We may use questionnaires or phone interviews if employees find those more convenient.

There won't be any repercussions for employees who refuse to participate (e.g. references and payouts won't be affected.) Administrative Management is responsible for informing employees that their participation is greatly appreciated but optional.

Company Policies and Practices

4.1 Code of Conduct

Rocha Enterprises LLC expects its employees to adhere to a standard of professional conduct and integrity. You are not to represent yourself or Rocha Enterprises LLC as an agent or employee of NAFI. This ensures that the work environment is safe, comfortable, and productive. Employees should be respectful, courteous, and mindful of others' feelings and needs. General cooperation between employees, supervisors and managers is expected. Individuals who act in an unprofessional manner may be subject to disciplinary action.

The nature of your employee you are required to report any law enforcement contact(s) during aggravated or unusual circumstances (e.g., any arrest, domestic violence incident report, driving while intoxicated / under the influence (DWI/DUI), etc.) to Administrative Management or management.

4.2 Confidentiality

All employees will sign non-disclosure agreements (NDAs) at the time of hiring.

In the course of employment with Rocha Enterprises LLC, employees may have access to "Confidential Information" regarding Rocha Enterprises LLC, which may include:

- Its business strategy
- Future plans
- Unpublished goals, forecasts and initiatives marked as confidential.
- Documents and processes explicitly marked as confidential

- Financial information
- Contracts
- Employees
- Independent contractors
- Subcontractors
- Suppliers
- Customers
- Government classified and unclassified information
- Personnel information
- Data entrusted to our company by external parties
- Recipe Data
- Other information that Rocha Enterprises LLC considers proprietary and confidential.

Maintaining the confidentiality of this information is vital to Rocha Enterprises' LLC competitive position in the industry and, ultimately, to its ability to achieve financial success and stability. All employees should do the following:

- Report Confidential Government information and data that was heard or seen to General Manager
- Lock or secure confidential information at all times
- Shred confidential documents when they're no longer needed
- Make sure they only view confidential information on secure devices
- Only disclose information to other employees when it's necessary and authorized
- Keep confidential documents inside our company's premises unless it's absolutely necessary to move them

Employees must protect this information by not using confidential information for any personal benefit or profit, safeguarding it when in use, using it only for the business of Rocha Enterprises LLC and disclosing it only when authorized to do so and to those who have a legitimate business need to know about it. This duty of confidentiality applies whether the employee is on or off Rocha Enterprises' LLC premises, and during and even after the end of the employee's employment with Rocha Enterprises LLC. This duty of confidentiality also applies to communications transmitted by Rocha Enterprises' LLC electronic communications. See also Internet, Email and Computer Use policy, herein.

4.3 Personnel Records and Employee References

Rocha Enterprises LLC maintains a personnel file and payroll records for each employee as required by law. Personnel files and payroll records are the property of Rocha Enterprises LLC and may not be removed from company premises without written authorization. Because personnel files and payroll records are confidential, access to the records is restricted. Generally, only those who have a legitimate reason to review information in an employee's file are allowed to do so. Disclosure of personnel information to outside sources will be limited. However, Rocha Enterprises LLC will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

It is important that Rocha Enterprises LLC maintain accurate personnel records at all times. You are responsible for notifying your immediate supervisor or Administrative Management of any change in name, home address, telephone number, marital status, number of dependents,

immigration status, or any other pertinent information. By promptly notifying us of such changes, you will avoid compromise of your benefit eligibility, the return of W-2 forms, or similar inconvenience.

Employees may contact a Administrative Management to request a time to review their payroll records and/or personnel file. With reasonable advance notice, an employee may review his or her own records in Rocha Enterprises' LLC office during regular business hours and in the presence of an individual appointed by Rocha Enterprises LLC to maintain the records. No copies of documents in your file may be made, with the exception of documents that you have previously signed. You may add your comments to any disputed item in the file.

By policy, Rocha Enterprises LLC will provide only the former or present employee's dates of employment and position(s) held with Rocha Enterprises LLC. Compensation information may also be verified if written authorization is provided by the employee.

4.4 Privacy

Rocha Enterprises LLC respects employee privacy. All employee demographics and personal information will be shared only as required in the normal course of business. Workers' Compensation information is not considered private information; however, this information will be released only on a need-to-know basis.

Rocha Enterprises LLC does not make or receive any private healthcare information through the course of normal work. If any employee voluntarily shares private healthcare information with a member of management, this information will be kept confidential. If applicable, Rocha Enterprises LLC will set up guidelines for employees and management to follow to ensure that company employees conform to the requirements of the Health Insurance Portability and Accountability Act (HIPAA).

4.5 Vehicle(s)

Employees who are eligible to operate a company vehicle(s) are employees who need to travel to meet with partners or vendors / employees who use company vehicle(s) as an indispensable part of their jobs (e.g. pick up drivers and delivery drivers).

Employees are not permitted to drive company vehicle(s) outside of working hours. We retain the right to revoke the privilege to operate company vehicle(s) at our discretion.

Our employees are only allowed to operate a company vehicle(s) if they:

- Have a valid driver's license.
- Have a clean driving record for at least 1 year. This means they mustn't have been held at fault for a vehicle(s) accident, vehicle(s) violation or arrested on charges of violating vehicle(s) and traffic laws (e.g. driving under the influence of drugs or alcohol).

Employees with disabilities may also be eligible to operate company vehicle(s). We're also willing to make reasonable accommodations to facilitate their company vehicle(s) use. Employees who take medications that severely affect their sense of orientation, vision or reflexes may not be permitted to operate a company vehicle(s).

All employees that drive company vehicle(s) are expected to obey all traffic laws, legal guidelines / company policies. Respect all property and report and incidents or accidents to their manager / Administrative Management.

Rocha Enterprises LLC will not pay fines employees accumulate while operating company vehicle(s) that they are responsible for (e.g. for driving too fast) / bailing out employees arrested while operating company vehicle(s).

Rocha Enterprises LLC may issue reprimands, ultimately revoking the privilege of operating company vehicle(s) / termination if the employee does not follow the policy.

4.6 Work and Travel Expenses

We refer to 'travel' meaning a business trip to a different city than the one you're in. We're also counting any vehicle, train or bus trip that lasts longer than an hour. For this kind of travel, Rocha Enterprises LLC may pay for transportation and accommodation expenses, as well as business expenses. You will need to submit all receipts to Administrative Management. You should cover additional expenses, like extra luggage or purchase of duty-free items, on your own; this is not an exhausted list.

Rocha Enterprises LLC won't reimburse transportation expenses for trips to non-business related places. We'll investigate any excessive expenses. In cases of consistent falsified or exaggerated claims, we may take disciplinary action.

4.7 Visitor(s)

Employees may bring visitors to company events outside of Offutt AFB after obtaining authorization from Administrative Management.

Rocha Enterprises LLC workplace is in a high secured Government facility for these reasons we discourage visitors as employee's friends and family to visit Rocha Enterprises LLC. They will be allowed into Offutt AFB / Rocha Enterprises LLC premises only if they are part of Rocha Enterprises LLC operations or they have received permission by the Government.

Our Internet Usage, Data Protection and Confidentiality Policies cover Rocha Enterprises LLC visitors while they are on Government / company premises. They must not use our internet connection, disclose confidential information, possess, or use electronic communication device, or take photographs of restricted areas. If they don't conform, they may be escorted out or face prosecution if appropriate.

Employees may not bring or accept visitors to areas where there are secured areas, dangerous machines or chemicals, confidential records, or sensitive equipment.

Visitors must not try to proselytize employees, gather donations or request participation in activities while on Government / company premises or company events. Any visitors who violate this policy may be escorted out. Visitors who misbehave (e.g. engage in hate speech, cause disruption or steal property) will be prosecuted if appropriate.

Employees who violate this policy may face disciplinary consequences in proportion to their violation. Administrative Management will determine how serious an employee's offense is and take the appropriate action:

- For violations bringing in personal visitors without authorization, employees may face severe disciplinary actions up to and including termination.
- For more serious violations (e.g. bringing in unauthorized visitors who rob or damage company property), employees may face severe disciplinary actions up to and including termination and financial responsibility.

4.8 Grievances

Rocha Enterprises LLC encourages employees to communicate their grievances such as complaint, problem or concern of an employee regarding their workplace, job or coworker relationships to supervisors, managers and Administrative Management. That way we can foster a supportive and pleasant workplace for everyone. Employees should try to resolve less important issues informally before they resort to a formal grievance.

Employee in the Workplace

5.1 Conflict of Interest

Rocha Enterprises LLC expects the undivided loyalty of all employees in the conduct of company business. It is important that employees be free from any financial interest or other relationships that might conflict with the best interests of Rocha Enterprises LLC. Accordingly, all employees should avoid any investment or other interests in another business that would conflict with the proper performance of their duties or responsibilities for Rocha Enterprises LLC or that might interfere with their independence of judgment with respect to transactions between Rocha Enterprises LLC and such other business.

All management personnel are specifically prohibited from engaging in any form of food service activity such as owning or working in restaurants, food services, food stores, grocery stores, convenience stores or engaging in catering activities in any manner whatsoever during their employment.

5.2 Employee Relationships in the Workplace

Rocha Enterprises LLC doesn't place undue restrictions on employees' relationships as everyone should be free to choose their partners. But we want to make sure that relationships won't cause awkwardness or problems in our workplace.

Being friends with one's manager may have both positive and negative consequences. On one hand, friendship might facilitate honesty, trust and job satisfaction for both parties. But, friendship might also make managers and employees confused about how they should treat each other. Questions of favoritism might arise too, and result in negative feelings and loss of morale.

For these reasons, we discourage employees from being friends with their managers. We do encourage a harmonious and open relationship, but we think it's to everyone's best interest if managers are not involved with their direct reports outside of the workplace.

In the context of this policy, "employee dating" includes consensual romantic relationships and sexual relations. We explicitly prohibit non-consensual relationships.

Before you decide to date a colleague, please consider any problems or conflicts of interest that may arise. If you want to express your romantic interest in a colleague, don't do anything that may embarrass or expose them and always respect their time and choices. You're allowed to ask a colleague on a date only once. If they say 'no' or give an ambiguous answer, don't ask again.

If a colleague is persistent in flirting with you and becomes annoying or disturbs your work, ask them to stop and inform your manager if they continue. Please report them to Administrative Management if they make unwanted sexual advances. Sexual harassment is prohibited, including seemingly harmless actions.

To avoid accusations of favoritism and abuse of authority, we strictly prohibit managers from dating their team members or those who report to their team members (directly or indirectly). Managers and employees may date colleagues from other shifts, as long as that person is at the same level as them.

If you are in the hiring team, you're not allowed to consider your spouse or partner for hiring. Doing so might raise questions of favoritism in the hiring process. You are allowed to refer your partner to other hiring team members to perform the hiring process. If your date lasts longer than two months, we suggest informing Administrative Management. We want to be aware of these dates so we can better handle gossip or conflicts of interest.

Rocha Enterprises LLC expects you to always behave appropriately and follow our policies. Managers and employees who exhibit unacceptable behavior will face progressive discipline or termination.

5.3 Dress Code

Rocha Enterprises LLC employees shall wear uniforms at all times when on USSTRATCOM premise. Employees may only change their clothing in the restrooms. Employees shall present a neat and professional appearance at all times and shall be easily recognized by wearing a name plate. All employees are required to wear uniforms or dress specified by Rocha Enterprises LLC. Rocha Enterprises LLC will provide you with uniforms, but you will have to obtain your own non-slip shoes. Upon hire and availability of uniform will be issued. If your size is not in stock, you will be required to wear an all-black uniform, black pants, black shoes, and a black shirt with no logo until such time that a uniform is provided to you. It is your responsibility to keep your uniform neat and clean at all times.

All personnel entering or working in food preparation or service areas shall wear hairnets or other effective hair restraints (hats). Personnel may wear beards or moustaches of reasonable length, so long as they are well-trimmed and cared for. Personnel with facial hair that is longer than ¼ of an inch or facial hair that cannot be adequately restrained with beard restraints shall be prohibited from food service operations.

Care in personal hygiene is imperative. Hair should be clean and well-groomed. Customers should be more interested in you and your service than your hairstyle. Employees may not have obscene tattoos that are visible when wearing their uniforms. Tattoos may be asked to be covered at the discretion of Management. Makeup should be tasteful.

Employees shall wear clean uniforms and aprons when on duty. Uniforms shall be in good repair, freshly laundered, well fitting, color coordinated and in good taste. Employees shall wear a fresh

uniform each day. Non-slip shoes shall be clean and of sturdy construction and shall cover entire foot. Open toe shoes, sandals, or shoes with high platforms, spiked heels, or heels higher than one inch shall not be used at work. Employees should wear socks or hose as appropriate.

Exception of plain wedding bands, food service personnel shall not wear jewelry, including wristwatches, while preparing or handling food. The wearing of medical alert bracelets or necklaces is also not authorized.

Employees shall keep their fingernails trimmed, filed, and maintained so the edges and surfaces are cleanable, are not rough, and do not extend more than ¼ inch above the fingertip. Employees shall not wear fingernail polish, artificial fingernails, or fingernail jewelry when working with food and beverage.

All employees, regardless of position, should regularly wash their hands (both for the safety of your health as well as that of customers and co-workers). All employees who are working with food are required to wear disposable gloves.

Remember that each employee is essential to the success of our Rocha Enterprises LLC and those of you who serve our customers directly are the public image of Rocha Enterprises LLC. Management reserves the right to give final approval to an employee's appearance while at work. Any blatant disregard for the dress code is grounds for discipline up to and including termination.

It is the intent of this policy to comply with applicable federal, state, and local laws prohibiting discrimination on the basis of race, religion, sex (including pregnancy, sexual orientation, and gender identity), national origin, disability, age, and any other status protected under such laws. If an employee requires accommodation relating to the dress code for any reason, the employee should speak with his or her immediate supervisor, manager or Administrative Management.

5.4 Treatment of Customers

It is essential that you make our customers feel welcome and that you extend the highest courtesy at all times to our customers as well as to co-workers and others. A cheerful and positive attitude is essential to our commitment to extraordinary customer service and exceptional quality.

5.5 Workplace Searches

All offices, desks, file drawers, cabinets, lockers, and other Government / Rocha Enterprises LLC including but not limited to computers, e-mail and voice mail and facilities or any area of Government / Rocha Enterprises LLC premises are the property of the Government / Rocha Enterprises LLC ("Company Property"), and are intended for business use.

By accepting employment, employee grants to Government / Rocha Enterprises LLC the authority to conduct random and unannounced inspections of employee's lockers and work areas. Handbags and other items carried by employees are also subject to random inspection. Also, employees may be subjected to electronic surveillance in the public areas of the workplace at any time.

Persons entering the Government / Rocha Enterprises LLC premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the

Government / Rocha Enterprises LLC premises. All employees must cooperate in an inspection; failure to do so is insubordination and will result in disciplinary action, up to and including termination.

5.6 Personal Property

We strongly urge all employees to leave any unnecessary personal property at home, (e.g., large amounts of cash, expensive jewelry, etc.). Rocha Enterprises LLC is not responsible for loss or damage to any personal property.

5.7 Company Property

All employees should be aware that everything in Rocha Enterprises LLC, except personal items you may bring to work with you, constitutes property of Rocha Enterprises LLC including, but not limited to, any products, processes, ideas, software or improvements (“Intellectual Property”), food, beverages, recipes, food preparation techniques, designs, drawings or writings. In addition, all writings, including, but not limited to marketing materials produced in the course or work of employment for Rocha Enterprises LLC are the property of Rocha Enterprises LLC.

Any employee who takes Rocha Enterprises LLC / Government property without the consent of either the employee’s manager or, in the case of food in the kitchen, the consent of the chef or kitchen manager, is subject to immediate discipline up to and including termination.

On the termination of employment, or whenever requested by Rocha Enterprises LLC, the employee shall immediately deliver to Rocha Enterprises LLC all property, including copies of documents in the employee’s possession or under the employee’s control belonging to Rocha Enterprises LLC including without limitation, all uniforms, recipes, equipment, computers, electronic devices, customer lists, price lists, customer service files, forms used by Rocha Enterprises LLC and similar items relating to the business of Rocha Enterprises LLC office furniture and fixtures, supplies and other personal property in good condition, ordinary wear and tear accepted. All records of the accounts of customers, customer lists, memos and any other records and books relating to the customers of Rocha Enterprises LLC whether prepared by the employee or coming into his or her possession an any other manner, shall be the sole exclusive property of Rocha Enterprises LLC. All such books and records shall be immediately returned by the employee to Rocha Enterprises LLC on the termination of his or her employment.

5.8 Performance Reviews, Salary Reviews

You will have your first performance review at the end of your first three (3) months of employment with Rocha Enterprises LLC. Thereafter, performance reviews will normally be conducted annually on or on your anniversary date. All performance reviews will be completed in writing by your supervisor / Administrative Management. Factors considered in your review include the quality of your job performance, your attendance, meeting the requirements of your job description, dependability, attitude, cooperation, compliance with Rocha Enterprises LLC policies, any disciplinary actions, and year-to-year improvement in overall performance.

Training and development opportunities are available for all employee’s year long. But, if supervisors or managers identify a team member’s training needs in a specific area, they can discuss this with their team member during performance reviews. That way, they can set up an improvement plan.

Compensation increases or a bonus may be given by Rocha Enterprises LLC at its discretion in consideration of various factors, including your performance review. During performance meetings, both parties should feel free to discuss any concerns they have. If you need to talk to your supervisor or manager about a particular issue, reach out as soon as possible.

5.9 Electronic Communications

Electronic communications, including all software, databases, hardware, and digital files, remain the sole property of Rocha Enterprises LLC and are to be used only for company business and not for personal use.

The following rules apply to all forms of electronic communications and media that are:

- Accessed on Rocha Enterprises LLC premises
- Accessed using Rocha Enterprises LLC computer or telecommunications equipment, or via company-paid access methods
- Used in a manner which identifies Rocha Enterprises LLC

Electronic communication and media may not be used in any manner that would be discriminatory, harassing, or obscene, or for any other purpose that is illegal, against Rocha Enterprises LLC policies, or not in the best interest of Rocha Enterprises LLC. Employees who misuse electronic communications and engage in defamation, copyright or trademark infringement, misappropriation of trade secrets, discrimination, harassment, or related actions will be subject to discipline, up to and including termination. Employees may not install personal software on company computer systems.

Employees may not access, download, or distribute material at any time while on Rocha Enterprises LLC premises if that material violates the law or is reasonably likely to be offensive or objectionable. Such prohibited material includes pornography, material that is racist or demonstrates overt discrimination of any kind, and material which is an incitement to violence.

All electronic information created by any employee on Rocha Enterprises LLC premises or transmitted to company property using any means of electronic communication is the property of Rocha Enterprises LLC and remains the property of Rocha Enterprises LLC. You shouldn't assume that any electronic communications are private or confidential and should transmit personal sensitive information in other ways. Personal passwords may be used for purposes of security. You must select strong passwords without using personal information (e.g. birthdays). Remember passwords instead of writing them down and keep them secret. You must change your email password frequently. The use of a personal password does not affect Rocha Enterprises' LLC ownership of the electronic information. Rocha Enterprises LLC will override all personal passwords if necessary for any reason.

Rocha Enterprises LLC reserves the right to access and review electronic files, messages, internet use, blogs, "tweets", instant messages, text messages, email, voice mail, and other digital archives, and to monitor the use of electronic communications as necessary to ensure that no misuse or violation of company policy or any law occurs. All such information may be used /disclosed to others, in accordance with business needs and the law. Rocha Enterprises LLC reserves the right to keep a record of all passwords and codes used / may be able to override any such password system.

Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by company management. No employee may install or use anonymous e-mail transmission programs or encryption of e-mail communications.

Access to the Internet, websites, and other types of company-paid computer access are to be used for company-related business only. Any information about Rocha Enterprises LLC, its products or services, or other types of information that will appear in the electronic media about Rocha Enterprises LLC must be approved before the information is placed on any electronic information resource that is accessible to others.

In all circumstances, the use of Internet access must be consistent with the law and Rocha Enterprises LLC policies. Violation of this policy is a serious offense and subject to the requirements of the law, may result in a range of sanctions, from restriction of access to electronic communication facilities to disciplinary action, including termination.

5.10 Personal Communication and Electronic Devices

Despite their benefits, personal communication and electronic devices are not allowed in USSTRATCOM facility / areas including at work. This would include, but is not limited to, such devices as:

- Cell phones
- Personal data assistants
- Image or audio capturing devices
- Fitness trackers
- Any such device capable of receiving or transmitting data.

All devices must be secured and remain outside of the USSTRATCOM facility / areas at all times. The Government and Rocha Enterprises LLC are not responsible for loss, theft or damage to personal property.

Photography within the USSTRATCOM facility / areas is forbidden as well as photography of the immediate exterior of the USSTRATCOM facility / areas which may disclose unique security procedures. Requests for official photography should be directed through USSTRATCOM / J020.

Employees can use their cell phones during meal break outside of USSTRATCOM facility / areas and while on a stationary vehicle during work hours. Furthermore, employees may receive and make emergency calls on Rocha Enterprises' LLC office telephone.

Rocha Enterprises LLC retains the right to monitor an employee's inappropriate use of their cell phones. Failure to comply with this policy will result in immediate seizure and electronic forensic examination of the device. If an employee's phone usage causes a decline in productivity or interferes with our operations, we'll ban that employee from using their cell phones.

Employees may face severe disciplinary action up to and including termination, in cases when they:

- Cause a security breach.

- Violate our Confidentiality Policy.
- Cause an accident by recklessly using their phones.

5.11 Social Media

The term “social media” includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else’s web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board, or a chat room, whether or not associated or affiliated with Rocha Enterprises LLC, as well as any other form of electronic communication. The same principles and guidelines found in Rocha Enterprises LLC rules, policies, and procedures apply to an employee’s social media activities online.

Rocha Enterprises LLC does not allow employees to access their personal accounts at work. Rocha Enterprises LLC expects the employees to act responsibly while using company social media accounts and ensure their productivity isn’t affected. Using social media excessively while at work can reduce efficiency and concentration. Employees may easily get sidetracked by the vast amount of available content.

Any conduct that adversely affects an employee’s job performance or the performance of fellow employees, or otherwise adversely affects members, customers, suppliers, people who work on behalf of Rocha Enterprises LLC or Rocha Enterprises’ LLC legitimate business interests may result in disciplinary action up to and including termination.

Similarly, inappropriate postings, including but not limited to discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may result in disciplinary action, up to and including termination. However, this restriction will not apply to any postings made in the exercise of any rights granted to an employee by federal law.

5.12 Smoking and Vaping

In order to provide a safe and comfortable working environment for all employees, smoking (including the use of electronic smoking devices) is strictly prohibited at all times inside any USSTRATCOM areas / facility. Employees may smoke outside within a designated area before work, meal breaks and after work. Frequent interruptions to your work because of smoking may subject an employee to discipline up to and including termination.

Rocha Enterprises LLC advises the employees to extinguish their cigarettes and discard them only in appropriate containers.

We expect employees to respect this policy and their colleagues. We’ll take disciplinary action towards employees who disregard this policy:

- Employees who violate this policy frequently or cause severe problems (e.g. fires) may face financial responsibility and consequences up to and including termination.
- Employees who violate this policy infrequently or don’t cause major issues will face reprimands.

5.13 Drug-Free Workplace

Rocha Enterprises LLC takes seriously the problem of drug and alcohol abuse and is committed to providing a substance abuse-free workplace for its employees. Substance abuse of any kind is inconsistent with the behavior expected of our employees, subjects all employees and guests of Rocha Enterprises LLC to unacceptable safety risks, and undermines our ability to operate effectively and efficiently.

Please be advised that it is a violation of the company policy for any employee while at the workplace to have present in his or her system-controlled substances or illegal drugs that result in a confirmed positive drug test, or have present in his or her system alcohol in a concentration equal to or greater than .04 grams of alcohol per 210 liters of breath, or its equivalent. It is also a violation of company policy for an employee to unlawfully manufacture, distribute, dispense, possess or use in the workplace any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, or any other illegal or controlled substance as defined in schedules I through V of Section 202 of the Controller Substances Act (21 U.S.C. 812).

In the case of applicants, if he or she violates the Substance Abuse Policy the offer of employment will be withdrawn. The applicant may not reapply. If an employee violates the policy, he or she will be subject to discipline up to and including termination.

Any employee who is convicted of a criminal drug violation must notify the Administrative Management in writing within five (5) calendar days of the conviction. Administrative Management will take appropriate action within 30 days of notification Government will be notified when appropriate.

Rocha Enterprises LLC may ask any employee to perform substance abuse testing such as drug testing or alcohol testing. The form of testing can be of a biological specimen, for example urine, hair, blood, breath, sweat and/or oral fluid, saliva to determine the presence or absence of specified parent drugs or their metabolites.

As part of our efforts to keep this environment safe and free of illegal drug use, we will conduct random and intermittent drug tests of all employees in positions where the safety or security of the employee or others is an issue.

In addition, we may ask any employee, regardless of job responsibilities, to submit to a drug test in the following circumstances:

- When we suspect that the employee is under the influence of illegal drugs or observation (including aroma and orders).
- When we suspect that the employee has been involved in the sale, purchase, use, or distribution of illegal drugs on the worksite or while performing job duties
- When the employee has been involved in a workplace accident or incident
- Patterns of failing to complete a task due to confusion or disorientation.
- Reports from colleagues that an employee admitted to using drugs, was seen using drugs or was shown to be under the influence at work.
- When the employee has been involved in an accident or incident offsite but while on company business, or
- When the employee has violated a safety rule

Upon receipt of the confirmed results of a positive drug test including a violation of the company's written Policy, or upon refusal of an employee or prospective employee to provide a testing sample, the company may use that test result or test refusal as a valid basis for disciplinary actions pursuant to the company's written Policy.

If your prescribed medications (e.g. types of opiates) bring about positive results, Rocha Enterprises LLC may ask a medical professional to examine you and determine whether you are fit to complete your job duties. If you are not, we may terminate you.

As part of our efforts to keep this environment safe and free of alcohol, we will conduct random and intermittent alcohol tests of all employees in positions where the safety or security of the employee or others is an issue.

In addition, we may ask any employee, regardless of job responsibilities, to submit to an alcohol test in the following circumstances:

- When we suspect that the employee is under the influence of alcohol or observation (including aroma and orders).
- When we suspect that the employee has been involved in the sale, purchase, use, or distribution of alcohol on the worksite or while performing job duties
- When the employee has been involved in a workplace accident or incident
- Patterns of failing to complete a task due to confusion or disorientation.
- Reports from colleagues that an employee admitted to consuming alcohol, was seen consuming alcohol or was shown to be under the influence at work.
- When the employee has been involved in an accident or incident offsite but while on company business, or
- When the employee has violated a safety rule

Upon receipt of the confirmed results of a positive alcohol test including a violation of the company's written Policy, or upon refusal of an employee or prospective employee to provide an alcohol test, the company may use that test result or test refusal as a valid basis for disciplinary actions pursuant to the company's written Policy.

One of the goals of our drug & alcohol-free workplace program is to encourage employees to voluntarily seek help with alcohol / drug problems. If however, an individual violates the policy, the consequences are serious.

Although the proper use of medications is not prohibited, employees must consult with their supervisor/manager when he or she is legitimately taking medication which they have reason to believe may affect safety and performance. Any prescription medication brought onto Company/Government property must be retained in its original container labeled with the name of the employee and prescribing physician. No employee may take another person's medication. The law treats the abuse of prescription medication as unlawful as drug use.

All employees are required to not report to work or be subject to duty while their ability to perform job duties is impaired due to off duty use of alcohol or other drugs. If the employee is under the influence of drugs or alcohol on the premise of Government / Rocha Enterprises LLC premises, they are not allowed to drive themselves off Government / Rocha Enterprises LLC premises. In addition, employees are encouraged to report dangerous behavior to their

manager. It is the manager's responsibility to inform employees of the Substance Abuse Policy and investigate reports of dangerous practices.

All information received by the Administrative Management through the drug & alcohol-free workplace program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

A safe and productive drug & alcohol-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

5.14 Substance Abuse

Rocha Enterprises LLC recognizes alcohol and drug abuse as potential health, safety and security problems. Rocha Enterprises LLC expects all employees to assist in maintaining a work environment free from the effects of alcohol, drugs, or other intoxicating substances. Compliance with this substance abuse policy is made a condition of employment, and violations of the policy may lead to discipline / termination.

All employees are prohibited from engaging in the unlawful manufacture, possession, use, distribution or purchase of illicit drugs, alcohol, or other intoxicants, as well as the misuse of prescription drugs on USSTRATCOM areas / facility or at any time and any place during working hours. While we cannot control your behavior off the premises on your own time, we certainly encourage you to behave responsibly and appropriately at all times. However, any off-duty activity, including drug or alcohol related activity, that leads to your arrest or that causes embarrassment to Rocha Enterprises LLC must be reported to Administrative Management and may be grounds for discipline / termination. All employees are required to report to their jobs in appropriate mental and physical condition, ready to work.

Substance abuse is an illness that can be treated. Employees who have an alcohol or drug abuse problem are encouraged to seek appropriate professional assistance. You may inform your immediate supervisor, designated manager, or Administrative Management for assistance in seeking help to address substance abuse.

When work performance is impaired, admission to or use of a treatment or other program does not preclude appropriate action by the company.

Any violator of this substance abuse policy will be subject to disciplinary action up to and including termination of employment.

5.15 Sanitation

The nature of a Rocha Enterprises LLC environment allows bacteria to be easily transferred from one person to another. Consequently, you must exercise extraordinary care to be clean at all times. Wash your hands frequently. Handle food carefully in accordance with procedures explained by Rocha Enterprises LLC. By being conscientious about cleanliness and sanitation in all of your work in Rocha Enterprises LLC, you can help protect your own health as well as that of customers, co-workers, and others.

5.16 Safety and Accident Rules

Rocha Enterprises LLC emphasizes "safety first." It is the employee's and manager's responsibility to take steps to promote safety in the workplace and work in a safe manner. We'll conduct periodical risk assessments and job hazard analysis to discover what is likely to harm employees. Safety is a joint venture with Rocha Enterprises LLC. Rocha Enterprises LLC workplace can be a dangerous place if any of our employees disregard basic safety principles.

- A number of machines and tools we use can be dangerous if not treated with respect and handled properly. Onions, tomatoes, etc., are not to be sliced on the slicing machines.
- The floor, too, can be very dangerous when wet or greasy. Each employee is to clean their own spills. In the case of a bad spill, notify the supervisor or manager immediately. Remember, a spot of grease or even a lettuce leaf can be dangerous to you or to a fellow employee.
- Always use "WET FLOOR" signs when mopping floors or liquid spills.
- Horseplay, fun fighting etc., are not permitted on company premises.
- Performing tasks on step ladders
- Chemical substances (soap, chlorine etc.)
- Operating kitchen equipment
- Noise and temperature
- Safety is much more detailed than space in this Handbook permits.

Certain cleaning materials and other chemicals could have harmful qualities if not handled carefully and according to instructions. Do not use any product without reading the label or being instructed in the proper use of the product. Always return these products to the designated storage area. Wear proper eye protection and gloves when the product requires.

Fires and burns are always potential hazards in the kitchen and food service staff can be burned accidentally as well. Food service staff can easily trip and fall if not carrying trays and other things safely.

We provide a clean, hazard-free, healthy, safe environment in which to work and make every effort to comply with all relevant federal, state and local occupational health and safety laws, including the federal Occupational Safety and Health Act. As an employee, you have a duty to comply with the safety rules of Rocha Enterprises LLC, and you are expected to take an active part in maintaining a hazard-free environment. You should observe all posted safety rules, adhere to all safety instructions provided by your supervisor or manager and use safety equipment where required.

Any workspace for which you are responsible, (e.g. a beverage station), should be kept neat, clean and orderly. You are required to report any accidents or injuries including any breaches of safety and to promptly report any unsafe equipment, working condition, process, or procedure to a supervisor or manager.

Failure to abide by Rocha Enterprises' LLC safety and accident rules may result in disciplinary action, up to and including termination.

5.17 Incident / Accident Procedures

If you become ill, get hurt while at work, be a witness of an incident or accident, or report occurrences that may not have involved injuries or victims, you must notify your supervisor, manager or Administrative Management immediately within 24 hours.

Employees that are injured in the workplace are encouraged to use the First Aid Kit as needed. Employee that gets injured and needs hospital care, a representative of Rocha Enterprises LLC will drive the employee to the hospital and act on behalf of Rocha Enterprises LLC.

Rocha Enterprises LLC encourages employees to report all accidents no matter how minor, like small cuts, non-extensive bruises etc. Accidents that involve (or could have involved) more severe injuries and require investigation and action from Rocha Enterprises LLC must be dutifully reported. Employees are obliged to report any of the following:

- Fatalities
- Damage to the head, skull and face
- Damage to any of the senses (e.g. partial or complete loss of hearing, sight etc.)
- Incapacitation or dislocation of limbs that hinder functionality and movement (including paralysis and amputation)
- Damage to the skin (e.g. extensive burns, bruises or cuts)
- Blows or injuries to the spine, back and ribs
- Harm to the nervous system or loss of consciousness through electrocution, hypothermia etc.
- Poisoning
- Contamination from hazardous substances or transmission of diseases
- Any other smaller injury
- Any other injury that requires hospitalization or medical care

The employee who reported the accident or witnesses an accident or incident has to cooperate if called in for questioning to provide details needed. As a general rule, the employee must provide information in the incident report as accurately as possible on the following:

- The place of the accident
- The date and time of the accident
- The people involved or injured
- Their position or involvement in the accident
- Their actions immediately within 24 hours after the accident

Rocha Enterprises LLC places great importance in this policy. All employees are obliged to comply. Any employee that is discovered to have been aware of an accident or incident and failed to report it will face appropriate disciplinary consequences. When employees are the cause of an accident, they must report it immediately within 24 hours to minimize legal repercussions.

Rocha Enterprises LLC is concerned about the physical well-being of its staff and encourages all employees to be healthy.

5.18 Illness and Health

You are experiencing persistent sneezing, coughing, or a runny nose that causes discharge from the eyes, nose, or mouth may not work with exposed food; clean equipment, utensils, or linens; or unwrapped single-service or single-use articles. It's at the discretion of management to ask you to go home.

When you return to work you feel a sneeze or a cough coming on, cover your mouth to prevent the spread of infectious germ. Perform regularly good handwashing.

You must report to the supervisor / manager when you have:

- Diarrhea
- Vomiting
- Jaundice (yellowing of the skin and/or eyes)
- Sore throat with fever
- Infected cuts or wounds, or lesions containing pus on the hand, wrist, and an exposed body part (such as boils and infected wounds, however small).

You must report to the supervisor / manager when you have:

- Norovirus
- Salmonella Typhi (typhoid fever)
- Shigella spp. infection
- E. coli infection (Escherichia coli O157:H7 or other EHEC/STEC infection)
- Hepatitis A

Note: Rocha Enterprises LLC must report to the Health Provider when an employee has one of these illnesses.

You must report to the supervisor / manager when you have been exposed to any of the illnesses listed above through:

- An outbreak of Norovirus, typhoid fever, Shigella spp. infection, E. coli infection, or Hepatitis A.
- A household member with Norovirus, typhoid fever, Shigella spp. infection, E. coli infection, or hepatitis A.
- A household member attending or working in a setting with an outbreak of Norovirus, typhoid fever, Shigella spp. infection, E. coli infection, or Hepatitis A.

If you have any of the symptoms or illnesses listed above, you may be excluded* or restricted** from work.

*If you are excluded from work you are not allowed to come to work.

**If you are restricted from work you are allowed to come to work, but your duties may be limited.

If you are excluded from work for having diarrhea / vomiting, you will not be able to return to work until more than 24 hours have passed since your last symptoms of diarrhea / vomiting.

If you are excluded from work for exhibiting symptoms of a sore throat with fever or for having jaundice (yellowing of the skin and/or eyes), Norovirus, Salmonella Typhii (typhoid fever), Shigella spp. infection, E. coli infection, / Hepatitis A, you will not be able to return to work until Health Provider approval is granted.

5.19 Customer Complaints

Good customer service is at the core of our success as Rocha Enterprises LLC. Customers will complain from time to time, sometimes with good cause and sometimes not. Employees should refer all complaints to their manager or general manager whenever possible. If you do make a complaint, whether by person, phone, email, or some other medium, you are to respond politely. Generally, the customer is always right for the purpose of responding to the customer. Rocha Enterprises LLC may offer compensation for poor service, but only with the approval of their manager or general manager.

5.20 Weapon Free Workplace

The Federal government prohibits any person from being in possession of a weapon on a military installation, unless specific for that person's job. Rocha Enterprises LLC abides by federal guidelines and no weapons will be brought into the installation, whether on one's person or in their private vehicles.

5.21 Cashiers Special Instructions

1. To be read and understood by all Cashiers before being assigned to the operation of a cash register.

2. As a Cashier, you are probably the last Rocha Enterprises LLC employee to meet the customer. Also, you have the task of telling the customer how much is owed. Therefore:

- Wear a smile.
- Treat each customer the same.
- After totaling the sale, cheerfully inform the customer how much is owed.
- Make change, if the customer desires in a special way, do your best to accommodate the customer.
- Make every effort to offer the customer a receipt.
- Thank the customer for their business.

3. In addition to collecting for the sale, you are responsible for certain procedures and practices to insure proper cash handling procedure:

- All Sales must be rung up on the register / Point of Sale system at the time of the transaction.
- The cash register drawer must be closed immediately after each sale is completed.
- The pre-sets serve several purposes, be sure to use them instead of MISCELLANEOUS.
- If you make an overring mistake, complete the transaction, mark the receipt (overring) and put it in the cash drawer.
- It is Rocha Enterprises' LLC policy to CHEERFULLY give refunds. Should a customer complain, offer to refund the amount of purchase and give a refund slip. Should you feel

advisable, involve your supervisor / manager. If it is a problem with the food, immediately tell the supervisor / manager.

- You are not to “save” or “collect” coins, bills, etc. with company cash. All coins are to be kept in the proper compartments in the cash drawer. All money handled by you is the property of Rocha Enterprises LLC.

4. As a Cashier, you will be subject to periodic audits. These audits are a necessary cash handling policy and not against you personally.

5. All bills that require change should be placed on the shelf above the drawer and placed in the drawer only after the transaction is complete and change is given to the customer. This is very important as it is your only proof of the size of the bill the customer presented to you.

6. “Passing a customer” or failure to ring the customer’s purchase at the time of the transaction is grounds for immediate dismissal.

7. Unauthorized removal of any money from the cash drawer is grounds for immediate dismissal.

8. Cashiers, cash register areas and cash handling money rooms are subject to electronic surveillance, either overt or covert, at any time.

9. Accepting tips is strictly prohibited.

Work and Compensation

6.1 Payroll Practices

Employees are paid bi-weekly. The payroll period starts Sunday at 12:00 a.m. and ends the following Saturday at 11:59 p.m. You will be paid on the Friday following the week worked. When a payroll date falls on a holiday, employees will, when possible, be paid on the last business day before the holiday. Otherwise, employees will be paid on the first business day following the scheduled payroll date.

6.2 Salary Deductions and Withholding

Rocha Enterprises LLC will withhold the following from your paycheck: Federal, state, and local taxes, as required by law, as well as the required FICA (Social Security and Medicare) payments and other items designated by you or required by law (including a valid court order). You can adjust your federal and state income tax withholding by completing the proper federal or state form and submitting it to Administrative Management. At the start of each calendar year, you will be supplied with your Wage and Tax Statement (W-2) form for the prior year. This statement summarizes your income and deductions for the year.

6.3 Wage Garnishment

A garnishment is a court order requiring an employer to remit part of an employee's wages to a third party to satisfy a just debt. Once Rocha Enterprises LLC receives the legal papers ordering a garnishment, we are required by law to continue making deductions from your check until we have withheld the full amount or until we receive

legal papers from the court to stop the garnishment. Even if you have already paid the debt, we still need legal papers to stop the garnishment.

6.4 Social Security Benefits (FICA)

During your employment, you, and Rocha Enterprises LLC both contribute funds to the Federal government to support the Social Security Program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

6.5 Unemployment Insurance

Rocha Enterprises LLC pays state and federal tax to provide employees with unemployment insurance coverage in the event they become unemployed through no fault of their own or due to circumstances described by law. This insurance is administered by applicable state agencies, who determine eligibility for benefits, the number of benefits (if any), and duration of benefits.

6.6 Advances

Rocha Enterprises LLC does not lend money to employees in advance of the paycheck. Rocha Enterprises LLC also prohibits employees from asking any manager, other employee, customer, Government personal or anyone that Rocha Enterprises LLC is associated from asking to borrow money.

6.7 Direct Deposit

You may have your paycheck deposited directly into your bank account. The authorization form for deposit and a voided check must be provided to Administrative Management. Your pay stub of deposit will be given to you by your designated manager, or Administrative Management.

6.8 Work Schedules

In addition to Rocha Enterprises LLC normal operating hours, The Eye Cafeteria will be open upon request of the Government. On Saturdays, Sundays and .at night Monday to Sunday during requested surge times. Rocha Enterprises LLC will be offering catering services upon the Government's request. Catering services can occur outside of Rocha Enterprises LLC normal operation hours.

We schedule employees for various shifts depending on Rocha Enterprises' LLC needs. Employees may request specific shifts, but Rocha Enterprises LLC cannot always accommodate your preferences. When Rocha Enterprises LLC is able to honor employee requests, to the extent reasonably possible we will fulfill requests based on your seniority in Rocha Enterprises LLC.

6.9 Flexible Hours

We recognize that some employees need to work flexible hours. Example reasons are:

- Parenting

- Doctor appointments or other
- Work-life balance

Employees can ask for flexible hours. Keep in mind it Rocha Enterprises LLC discretion to approve flexible hours. All employees have core hours which an employee is obliged to be present at the workplace.

An arrangement to reduce working hours when an employee works for less than their work scheduled hours either by fewer hours per day or by fewer days per week. In such cases the salary is calculated anew depending on the new schedule.

To determine whether an employee is eligible for flexible arrangements, we consider:

- The nature of the employee's job. For example, if the job requires attendance at specific hours or every day per week or has a full-time workload, then the employee is not eligible for flexible working hours.
- The impact on colleagues. For example, in high operation times are largely dependent on teamwork, then the employee is less likely to freely modify his/her working schedules.
- The duration of the arrangement. For example, an employee may have flexible hours at a specific time but may have to follow standard schedule at some other time.
- The impact on customers. For example, we don't want any flexible work arrangement to have a big impact on customer's satisfaction.

6.10 Time Cards

Non-exempt employees are required to keep an accurate and complete record of their attendance and hours worked. Employees should not begin work until clocking in or continue to work after clocking out. Employees must clock in at their scheduled time or approval by management. Further, employees should clock out for their meal period and whenever they leave the work premises. Employees will record their time at work, meal breaks, overtime and whenever they leave the work premises on the Point-of-Sale System (POS). Timecards will be used in case of POS failure or other occasions. POS data and Timecards are official business records and may not be altered without the employee's manager's approval and may not be falsified in any way. Violations of these rules concerning clocking in and clocking out are not taken lightly and may results in discipline.

Errors in clocking in or out, missed meal periods, or other omissions, must be reported to your manager. Any needed corrections to your timecard will be made by your manager. It is your responsibility to report any errors. Reports of timecard errors should be made promptly and in all cases before the end of the work week. Any discrepancy between your timecards and your paycheck should be immediately reported to your manager.

If the manager does not satisfy your concerns as to your paycheck or if you believe that you have not been paid properly for time worked, then you should contact Administrative Management

6.11 Meal and Rest Breaks

An employee who works 8 hours shall take one thirty (30) minute meal period each day and the meal period are not compensated. Such a meal period is to be scheduled by management in accordance with the operational needs of Rocha Enterprises LLC. If any break leaves a customer unattended or interferes with the timely preparation and serving of food and beverages, breaks will be taken after you have been relieved of your position by another employee.

6.12 Overtime

Because of the nature of Rocha Enterprises LLC business, your job may periodically require overtime work. Any week (Sunday through the following Saturday) that on-exempt employees work over 40 hours, all hours (or ¼ hours) over 40 will be compensated at one- and one-half times regular rate. You should not work overtime hours without prior approval by your manager.

Employees working the last shift of the day may be asked to do side work—cleaning up in preparation for the next day. If you believe that doing side work will cause you to work overtime (i.e., exceeding 40 hours in one week), you should get permission from your supervisor or manager before working overtime.

6.13 Attendance and Absences

It is important for you to report to work on time and to avoid unnecessary absences. Rocha Enterprises LLC recognizes that illness or other circumstances beyond your control may cause you to be absent or tardy from work from time to time. However, punctuality and regular attendance are essential to the successful operation of Rocha Enterprises LLC business.

If your absence is unexpected (e.g., you are suddenly ill), you should attempt to reach your immediate supervisor or manager as soon as possible, but in no event later than one (1) hour before you are due at work. In the event your immediate supervisor or manager is unavailable, you must speak with the Administrative Management. If you receive no answer, you must leave a voicemail / message with each person that you tried to contact, you must provide a number where your supervisor or manager may readily reach you if need be. Leaving a voicemail or message with another staff member does not qualify as notifying your supervisor / manager.

When absence is due to illness, Rocha Enterprises LLC reserves the right to require appropriate medical documentation. Such documentation need only include the employee's name, the date and time the employee was seen, and if applicable, a specific instruction regarding the employee's incapacity to perform his or her job. Excessive absenteeism or tardiness can result in discipline, up to and including termination. (Also see the section on Family & Medical Leave for extended leave situations.)

In the event that the employee fails to call his or her supervisor or manager or report for work for two (2) consecutive workdays, the employee will be deemed to have voluntarily resigned from his or her employment with Rocha Enterprises LLC and will be removed from the work schedule.

If you know in advance that you are going to be absent, you should try to exchange shifts with a co-worker. When you are able to exchange shifts with a co-worker, each of you is responsible for advising your supervisor or manager in writing so that your supervisor or manager knows who will be working each shift.

If you desire to leave work for any reason during the workday, you must obtain the approval of your supervisor prior to leaving.

Excessive absenteeism or tardiness may subject the employee to disciplinary action, up to and including termination.

6.14 Tardiness

Being on time is extremely important as a member of Rocha Enterprises LLC staff. If you are late you may impose an undue burden on your co-workers, and/or you may negatively impact the service we provide to our customers.

You are expected to be at your workstation promptly at the beginning of each shift to which you are assigned. If you are delayed, you must call your immediate supervisor / manager as soon as possible to state the reason for the delay and leave a voicemail / message if not able to speak with them... Continual tardiness in reporting to work will result in disciplinary action up to and including termination.

6.15 Inclement Weather

Rocha Enterprises LLC bad Weather policy follows the Government's policy. If the Government works, Rocha Enterprises LLC works. If the Government does not work (or closes early) then Rocha Enterprises LLC does the same. If your shift is not working, Rocha Enterprises LLC will notify you as soon as possible.

In the event that Rocha Enterprises LLC is closed by the Government, employees will not be paid for the day. If Rocha Enterprises' LLC facilities are open and you are delayed getting to work or cannot get to work at all because of inclement weather, the absence will be charged to

- Personal / sick time
- Vacation time, or
- Unpaid time off, in that order. You should always use your judgment about your own safety in getting to work.

When severe weather develops or is anticipated to develop during the day and a decision is made by management or Government to close before regular closing time, you will not be compensated for hours not worked. If you elect to leave prior to the time Rocha Enterprises LLC closes, you will be required to use personal/sick time or vacation time in an amount equal to the number of hours between the time you left and the time Rocha Enterprises LLC closed.

Benefits

7.1 Health and Welfare

Rocha Enterprises LLC will provide health and welfare. This benefit is specifying a fixed payment per hour on behalf of each hourly employee. These payments are also stated as weekly, monthly or yearly amounts. As set forth for each individual employee will receive \$4.48 per hour paid for, including paid vacation, sick leave, and holiday hours, up to a maximum of 40 hours per week and 2,080 hours per year and the benefit is computed on the basis of "all hours paid for" up to 40 per week and 2080 per year.

7.2 Bonus

Rocha Enterprises LLC will provide a bonus. This benefit is set forth for each individual salary employee a fixed bi-weekly payment up to \$8000 per year. The benefit is computed on the basis of "all hours paid for" up to 40 per week and 2080 per year.

7.3 Vacation

Rocha Enterprises LLC recognizes the importance of vacation time in providing rest, recreation, and personal enrichment. Rocha Enterprises LLC will grant days of vacation paid time off to all employees. We offer two (2) weeks paid vacation after one (1) year of service with Rocha Enterprises LLC or successor; three (3) weeks after eight (8) years, four (4) weeks after fifteen (15) years, and five (5) weeks after twenty (20) years. Length of service includes the whole span of continuous service with Rocha Enterprises LLC or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility.

There is no accrual or vesting of vacation eligibility before the employee's anniversary date of employment, and no segment of time smaller than one year need be considered in computing vacation paid time off. For example, an employee who has worked 13 months for Rocha Enterprises LLC subject to such stipulations and is separated without receiving any vacation benefit is entitled only to one-twelfth paid vacation. He would not be entitled to the additional fraction of eleven-twelfths paid vacation. An employee who has not met the one (1) year of service requirement would not be entitled to any portion of the two (2) week paid vacation.

Eligibility for vacation benefits specified in a particular wage determination is based on completion of the stated period of past service. The individual employee's anniversary date (and each annual anniversary date of employment thereafter) is the reference point for vesting of vacation eligibility but does not necessarily mean that the employee must be given the vacation or paid for it on the date on which it is vested. The vacation will be scheduled according to a reasonable plan and communicated to the employees. Rocha Enterprises LLC will pay the accrued vacation paid time off to employees by the hour(s) worked. Up to the required vacation paid time off.

Part-time employees earn vacation on a pro-rata basis. For example, an employee who works 30 hours per week will earn $\frac{3}{4}$ of the amount of vacation a full-time employee earns, while one working one-half time earns one-half the vacation of a full-time employee.

The required vacation must be used by the employee in lieu thereof before the next anniversary date. The required vacation must be given, or payment made in lieu thereof before the next anniversary date, before completion of the current contract, or before the employee terminates employment, whichever occurs first.

Eligible employees can use their vacation paid time off when they have accrued time. Vacation time is coordinated so that sufficient staff are available to provide adequate coverage at all times, and there may be Rocha Enterprises LLC wide "blackout dates," as necessary. Vacation requests are granted on a first-come, first-served basis. In the event of a conflict with vacation requests, your manager will consider Rocha Enterprises' LLC staffing needs during the relevant period, as well as the length of service with Rocha Enterprises LLC of the employees involved.

You can file a request for vacation paid time off via email or filling out the Vacation Form. When requesting your vacation paid time off, you needn't specify the reason of your request. If your vacation paid time off is for one (1) day we ask you to schedule it at least one (1) week in

advance. If your vacation paid time off extends more than one (1) day we ask you to schedule it at least two (2) weeks in advance.

Vacation paid time off is separate from parental, jury duty or other leave as these may be subject to different legal or company guidelines. Other kinds of leave such as bereavement leave will be considered if the need arises.

In some cases, an employee may use up all their vacation paid time off and still need to be absent from work. In such cases, we may consider granting that employee unpaid time off. This doesn't include cases when employees need to take parental leave, maternity leave or any other type of leave. These types of leaves are separate.

7.4 Sick Leave

The employees who become sick and need to be absent from work and have worked with Rocha Enterprises LLC for at least 30 hours will receive paid sick leave.

Rocha Enterprises LLC employees may be unable to perform their duties if they get sick. Rocha Enterprises LLC follows legal guidelines that apply to sick pay. Rocha Enterprises LLC also offer one (1) hour of paid sick leave for every thirty (30) hours' employee work, up to fifty-six (56) hours of paid sick leave each year.

Rocha Enterprises LLC employees will be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking

The number of paid sick leave employees may accrue to fifty-six (56) hours each year. Rocha Enterprises LLC employees can take over accrued, unused paid sick leave from one year to the next. Rocha Enterprises LLC limits the amount of paid sick leave that employees can accrue to 56 hours at any point in time. Furthermore, Rocha Enterprises LLC will reinstate employees accrued, unused paid sick leave if the employees are rehired by Rocha Enterprises LLC within 12 months after a job separation unless Rocha Enterprises LLC provide payment to employees for accrued, unused paid sick leave upon separation. Rocha Enterprises LLC is not required to pay employees for accrued, unused paid sick leave at the time of a job separation ("cash-out"); however, if they do provide cash-out, they will not be required to reinstate unused leave. Keep in mind that employees who become sick should use their sick days.

An employee can request to use paid sick leave may be made orally or in writing. A writing leave request must be made at least 7 calendar days in advance where the need for the leave is foreseeable, and in other cases, employees should notify their manager, general manager / Administrative Management as soon as possible through phone call. If needed please leave a voice message, a text message / an email to your supervisor, manager, and Administrative Management. They should also inform their supervisor; manager / Administrative Management for how long they'll be absent (if possible) or report daily for every day of sick leave.

Rocha Enterprises LLC will communicate any denial of a request to use paid sick leave in writing, with an explanation for the denial.

Rocha Enterprises LLC may require certification when for absences of three (3) or more consecutive full days, and the employee must have received notice of the requirement to provide certification or documentation before he or she returns to work. If paid sick leave is used for the physical or mental illness, injury, or medical condition of the employee; obtaining diagnosis, care, or preventive care from a health care provider by the employee; or caring for the employee's child, parent, spouse, domestic partner, or any other individual related by blood or affinity, certification must be issued by a health care provider. If the paid sick leave is used for an absence resulting from domestic violence, sexual assault, or stalking, documentation could be from a health care provider, counselor, representative of a victim services organization, attorney, clergy member, family member, or close friend; and self-certification is also permitted. Records relating to medical histories shall be maintained as confidential records, and Rocha Enterprises LLC is prohibited from disclosing any verification information and are required to maintain confidentiality about domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

Sick Leave accrual is calculated, and employees are to be notified in writing of the amount of paid sick leave they have available, at the end of each pay period or each month, whichever interval is shorter.

We will handle all sick time requests with discretion.

7.5 Holiday

Rocha Enterprises LLC observes the following holidays:

- New Year's Day
- Martin Luther King Jr. 's Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day.

These holidays are considered "off-days" for all employees unless the Government requests Rocha Enterprises LLC to be in operate during these days.

When any of the holidays falls on a Saturday, the preceding Friday is observed: when any such day falls on a Sunday, the following Monday is observed. The supervisor or Manager will inform the employees to prevent confusion.

Additionally, the Government and Rocha Enterprises LLC will be closed as follows:

- Any day designated by Federal Statue
- Any day designated by Executive Order
- Any day designated by President's Proclamation

Employees will not get paid for designated days off.

Whenever working on holidays becomes necessary, we will:

- Inform employees as soon as the Government announces the request. If they're expected to work on a holiday.
- The employees that work on the day designated as a holiday will be paid, in addition to the amount the employee ordinarily would be entitled to for that day's work, the cash equivalent of a full day's pay up to 8 hours or be furnished another day off with pay.
- The employees who work overtime on the designated holiday, they will be paid the established overtime rate extra hours worked.
- May offer exempt employees an additional day off to be taken within *12 months* after the holiday.

We will count hours employees worked on a holiday to decide whether an employee is entitled to overtime pay or to calculate the overtime amount due.

Exempt employees are entitled to their normal compensation without any deductions for holidays. Part-time employees will be paid according to the number of hours they would have worked on that particular day.

Permanent non-exempt employees are entitled to receive holiday pay in addition to their regular compensation.

Sometimes, employees may be on leave sick, vacation etc. on a holiday. In this case, we will pay them the amount they are entitled to, if they are on a pay status (e.g. leave) If they are on a non-pay status (e.g. temporary layoff), they are not entitled to holiday pay.

7.6 Workers' Compensation Insurance

To provide for payment of your medical expenses and for partial salary continuation in the event of a work-related accident or illness, you are covered by workers' compensation insurance, provided by Rocha Enterprises LLC, and based on state regulations. The number of benefits payable, as well as the duration of payments, depends upon the nature of your injury or illness. However, all medical expenses incurred in connection with an on-the-job injury or illness and partial salary payments are paid in accordance with applicable state law. If you are injured or become ill on the job, you must immediately report the injury or illness to your manager and Administrative Management. This ensures that Rocha Enterprises LLC can help you obtain appropriate medical treatment. Your failure to follow this procedure may delay your benefits or may even jeopardize your receipt of benefits. Questions regarding workers' compensation insurance should be directed to the Administrative Management.

7.7 Employee Meals

Unless other rules apply, all employees are entitled (without charge) to fountain beverage through your work day when using dedicated cups. Any drinks or food that are in the Grab and Go area are available for purchase by employees. For the meal period, all employees will be entitled to one meal per day. Employees can choose from different items from Rocha Enterprises LLC menu as designated by management. Food must be consumed during the authorized meal period.

All foods provided to employees must be consumed on premises in designated eating areas. Employees are not permitted to take food off premises. Employees are not permitted to purchase food or other products from Rocha Enterprises LLC to take off the premises. In certain conditions exist that require Rocha Enterprises LLC to charge employees for food and related products and beverages items

Employee Leave

8.1 Military Service Leave

All eligible employees are entitled to military leave of absence without pay when performing service in the uniformed services on active duty, active duty for training, inactive duty training, full time National Guard duty, or other covered military duty. The Employee, or an appropriate officer of the branch of the military service in which the Employee will be serving, must give advance written notice to Rocha Enterprises LLC of all military duty, unless giving such notice is impossible, unreasonable, or precluded by military necessity.

An employee's salary will not continue during military leave unless required by law. However, employees may request to use any vacation time benefits. Provided you report back to your job or submit an application for re-employment (as applicable) in a timely manner and are otherwise qualified for reemployment rights under USERRA.

Rocha Enterprises LLC provides fifteen (15) workdays of unpaid military leave per calendar year, without regard to the specific nature of the military leave (e.g. active military duty, annual training, emergency assignment, assignments of an unspecified length). Military service beyond fifteen (15) workdays can be charged against accrued vacation or taken without pay, as designated by the employee, within a reasonable time of receiving notice of his or her leave.

At least fourteen (14) days prior to the beginning of military leave if consist of five (5) or more workdays, employees must submit to their manager / Administrative Management a request for leave, together with copies of official orders by military authority. Only in situations of emergency or unusual circumstances will life be granted without the requested documents. As much advance notice as possible of the intended date upon which the leave will commence, if leave will consist of less than five workdays.

Any employee may request family military leave, provided the employee:

- Has been employed by Rocha Enterprises LLC for twelve months preceding the request for leave
- Has provided at least 1,250 hours of Rocha Enterprises LLC service prior to the request for leave
- Is a member of the immediate family of the person called to military service lasting 179 days or longer with the State of Nebraska or the United States pursuant to the orders of the Governor of Nebraska or the President of the United States.

Qualifying leave periods under the FMLA and those of the Family Military Leave Act will run consecutively.

On expiration of the leave, the employee will be reinstated to the position the employee would have attained if not for the absence due to the uniformed service whenever possible. However, depending on the circumstances, Rocha Enterprises LLC may offer the employee a position of like seniority, status, and pay accrued during military leave.

This policy is intended to implement the Nebraska Family Military Leave Act, which is incorporated herein, along with any of the Act's subsequent amendments. Should any inconsistency arise between this policy and the Nebraska Family Military Leave Act, the Act shall prevail.

8.2 Bereavement Leave

When an employee's loses a loved one, we will give the employee up to three (3) days of unpaid bereavement leave when there is no long distance travel. We will give the employee two (2) days extra if they need to travel long distance. We will grant this bereavement leave for the immediate family wife, husband, children, grandchildren, mother, father, grandparents, brother, sister, daughter-in-law, son-in-law, guardian, ward, stepfather, stepmother, stepchildren, or persons bearing the same relationship to the spouse of the employee. Also for the following reasons:

- Arrangement of a funeral or memorial service
- Attendance of a funeral or memorial service
- Resolving matters of inheritance
- Fulfilment of family obligations
- Personal mourning

When employees require additional time off for personal reasons, they may use vacation paid time off or sick leave.

If you need to take bereavement leave, please inform your supervisor, manager / Administrative Management as soon as possible. Normally, we *don't* require proof of death but in some situation we may ask for proof of death. You may need to bring us proof of travel or other document if you request additional time off.

8.3 Jury Duty

Rocha Enterprises LLC encourages employees to fulfill their civic duties. To that end, employees will be allowed leave to serve on a jury, if summoned. We request that you bring in a copy of your summons notice as soon as you receive it, so that we may keep it on file. If you are called during a particularly busy period, we may ask you to request a postponement. Rocha Enterprises LLC will provide additional documentation in this regard, if necessary, to obtain such postponement.

Jury duty can last from a portion of a single day to several months or more. During this time you will be considered on a leave of absence and will be entitled to continue to participate in benefits as if you were working. While serving on jury duty, you are expected to call in to your supervisor / manager periodically to keep him or her apprised of your status.

Rocha Enterprises LLC will compensate full-time employees for the difference between jury duty compensation and your current daily pay. You must present your jury pay voucher to your manager / Administrative Management so that the difference can be calculated.

8.4 Appearance as a Plaintiff, Defendant or Witness

An employee called to appear as a plaintiff, defendant or witness on a non-work-related matter will be permitted time off to appear, but without pay. Employees will be permitted to use accrued vacation time when appearing as witnesses.

8.5 Voting

Rocha Enterprises LLC encourages all employees to vote. Most polling facilities for elections for public office are scheduled to accommodate working voters. Rocha Enterprises LLC, therefore, requests that employees schedule their voting for before or after their work shift. An employee who expects a conflict, however, should notify his or her supervisor / manager, in advance, so that schedules can be adjusted if necessary.

8.6 Break Time for Nursing Mothers

The federal Fair Labor Standards Act (FLSA) allows employees to take reasonable, unpaid break time to express breast milk as needed for up to one (1) year after the birth of a child. Rocha Enterprises LLC will provide a place for the employee to express breast milk, other than a bathroom, that is shielded from view and free from intrusion from co-workers and the public. Employees will not be terminated or in any other manner discriminated against in exercising their rights under this policy.