



## BUTTICCI ENTERPRISES EMPLOYEE HANDBOOK



## **Mission:**

The Butticci Enterprises Employee Handbook (the “Handbook”) has been developed to provide general guidelines about Butticci Enterprises policies and procedures for employees. It is a guide to assist you in becoming familiar with some of the privileges and obligations of your employment, including Butticci Enterprises' policy of voluntary at-will employment. None of the policies or guidelines in the Handbook are intended to give rise to contractual rights or obligations, or to be construed as a guarantee of employment for any specific period of time, or any specific type of work. Additionally, with the exception of the voluntary at-will employment policy, these guidelines are subject to modification, amendment or revocation by Butticci Enterprises at any time, without advance notice.

The personnel policies of Butticci Enterprises are established by the Board of Directors, which has delegated authority and responsibility for their administration to the Executive Director. The Executive Director may, in turn, delegate authority for administering specific policies. Employees are encouraged to consult the Staff Manager/H.R.(Human Resources) Director who reports to the Vice President, Then to the Executive Director for additional information regarding the policies, procedures, and privileges described in this Handbook after Board review. Questions about personnel matters also may be reviewed with the Executive Director.

Butticci Enterprises will provide each individual a digital copy of this Handbook upon employment. All employees are expected to abide by it. The highest standards of personal and professional ethics and behavior are expected of all Butticci Enterprises employees. Further, Butticci Enterprises expects each employee to display good judgment, diplomacy and courtesy in their professional relationships with members of the Butticci Enterprises Board of Directors, committees, membership, staff, and the general public.

## **Voluntary At-Will Employment**

Unless an employee has a written employment agreement with Butticci Enterprises, which provides differently, all employment at Butticci Enterprises is “at-will.” That means that employees may be terminated from employment with Butticci Enterprises with or without cause, and employees are free to leave the employment of Butticci Enterprises with or without cause. Any representation by any Butticci Enterprises officer or employee contrary to this policy is not binding upon Butticci Enterprises unless it is in writing and is signed by the Executive Director with the approval of the Board of Directors.

## **Equal Opportunity Employment**

Butticci Enterprises shall follow the spirit and intent of all federal, state and local employment law and is committed to equal employment opportunity. To that end, the Board of Directors and Executive Director of Butticci Enterprises will not discriminate against any employee or applicant in a manner that violates the law. Butticci Enterprises is committed to providing equal opportunity for all employees and applicants without regard to race, color, religion, national origin, sex, age, marital status, sexual orientation, disability, political affiliation, personal appearance, family responsibilities, matriculation or any other characteristic protected under federal, state or local law. Each person is evaluated on the basis of personal skill and merit. Butticci Enterprises’s policy regarding equal employment opportunity applies to all aspects of employment, including recruitment, hiring, job assignments, promotions, working conditions, scheduling, benefits, wage and salary administration, disciplinary action, termination, and social, educational and recreational programs. The Executive Director shall act as the responsible agent in the full implementation of the Equal Employment Opportunity policy.

Butticci Enterprises will not tolerate any form of unlawful Discrimination. All employees are expected to cooperate fully in implementing this policy. In particular, any employee who believes that any other employee of Butticci Enterprises may have violated the Equal Employment Opportunity Policy should report the possible violation using the online Grievance form. If Butticci Enterprises determines that a violation of this policy has occurred, it will take

appropriate disciplinary action against the offending party, which can include counseling, warnings, suspensions, and termination. Employees who report, in good faith, violations of this policy and employees who cooperate with investigations into alleged violations of this policy will not be subject to retaliation. Upon completion of the investigation, Buttici Enterprises will inform the employee who made the complaint of the results of the investigation by Email.

Buttici Enterprises is also committed to complying fully with applicable disability discrimination laws, and ensuring that equal opportunity in employment exists at Buttici Enterprises for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

Reasonable accommodations will be available to all qualified disabled employees, upon request, so long as the potential accommodation does not create an undue hardship on Buttici Enterprises. Employees who believe that they may require accommodation should discuss these needs by using the online Grievance form.

## **Policy Against Workplace Harassment**

Buttici Enterprises is committed to providing a work environment for all employees that is free from sexual harassment and other types of discriminatory harassment. Employees are expected to conduct themselves in a professional manner and to show respect for their co-workers.

Buttici Enterprises's commitment begins with the recognition and acknowledgment that sexual harassment and other types of discriminatory harassment are, of course, unlawful. To reinforce this commitment, Buttici Enterprises has developed a policy against harassment and a reporting procedure for employees who have been subjected to or witnessed harassment. This policy applies to all work-related settings and activities, whether inside or outside the workplace, and includes business trips and business-related social events. Buttici Enterprises's property (e.g. telephones, copy machines, facsimile machines, computers, and computer applications such as e-mail and Internet access) may not be used to engage in conduct that violates this policy. Buttici Enterprises's policy against harassment covers employees and other individuals who have a relationship with Buttici Enterprises which enables Buttici Enterprises to exercise some control over the individual's conduct in places and activities that relate to Buttici Enterprises's work (e.g. directors, officers, contractors, vendors, volunteers, etc.).

### **PROHIBITION OF SEXUAL HARASSMENT:**

Butticci Enterprises's policy against sexual harassment prohibits sexual advances or requests for sexual favors or other physical or verbal conduct of a sexual nature, when:

- (1) submission to such conduct is made an express or implicit condition of employment;
- (2) submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual who submits to or rejects such conduct; or
- (3) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, humiliating, or offensive working environment.

While it is not possible to list all of the circumstances which would constitute sexual harassment, the following are some examples:

- (1) unwelcome sexual advances -- whether they involve physical touching or not;
- (2) requests for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment; or
- (3) coerced sexual acts.

Depending on the circumstances, the following conduct may also constitute sexual harassment:

- (1) use of sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life;
- (2) sexually oriented comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess;
- (3) displaying sexually suggestive objects, pictures, cartoons;
- (4) unwelcome leering, whistling, deliberate brushing against the body in a suggestive manner;
- (5) sexual gestures or sexually suggestive comments;
- (6) inquiries into one's sexual experiences; or
- (7) discussion of one's sexual activities.

While such behavior, depending on the circumstances, may not be severe or pervasive enough to create a sexually hostile work environment, it can nonetheless make co-workers uncomfortable. Accordingly, such behavior is inappropriate and may result in disciplinary action regardless of whether it is unlawful.

It is also unlawful and expressly against Butticci Enterprises policy to retaliate against an employee for filing a complaint of sexual harassment or for cooperating with an investigation of a complaint of sexual harassment.

**PROHIBITION OF OTHER TYPES OF DISCRIMINATORY HARASSMENT:**

It is also against Butticci Enterprises's policy to engage in verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, gender, religion, sexual orientation, age, national origin, disability, or other protected category (or that of the individual's relatives, friends, or associates) that:

- (1) has the purpose or effect of creating an intimidating, hostile, humiliating, or offensive working environment;
- (2) has the purpose or effect of unreasonably interfering with an individual's work performance; or
- (3) otherwise adversely affects an individual's employment opportunities.

Depending on the circumstances, the following conduct may constitute discriminatory harassment:

- (1) epithets, slurs, negative stereotyping, jokes, or threatening, intimidating, or hostile acts that relate to race, color, gender, religion, sexual orientation, age, national origin, or disability; and
- (2) written or graphic material that denigrates or shows hostility toward an individual or group because of race, color, gender, religion, sexual orientation, age, national origin, or disability and that is circulated in the workplace, or placed anywhere in Butticci Enterprises's premises such as on an employee's desk or workspace or on Butticci Enterprises's equipment or bulletin boards.

Other conduct may also constitute discriminatory harassment if it falls within the definition of discriminatory harassment set forth above.

It is also against Butticci Enterprises's policy to retaliate against an employee for filing a complaint of discriminatory harassment or for cooperating in an investigation of a complaint of discriminatory harassment.

**REPORTING OF HARASSMENT:**

If you believe that you have experienced or witnessed sexual harassment or other discriminatory harassment by any employee of Butticci Enterprises, you should report the incident immediately to your supervisor or to the Executive Director. Possible harassment by others with whom Butticci Enterprises has a business relationship, including customers and vendors, should also be reported as soon as possible so that appropriate action can be taken.

Butticci Enterprises will promptly and thoroughly investigate all reports of harassment as discreetly and confidentially as practicable. The investigation would generally include a private interview with the person making a report of harassment. It would also generally be necessary to discuss allegations of harassment with the accused individual and others who may have information relevant to the investigation. Butticci Enterprises's goal is to conduct a thorough investigation, to determine whether harassment occurred, and to determine what action to take if it is determined that improper behavior occurred.

If Butticci Enterprises determines that a violation of this policy has occurred, it will take appropriate disciplinary action against the offending party, which can include counseling, warnings, suspensions, and termination. Employees who report violations of this policy and employees who cooperate with investigations into alleged violations of this policy will not be subject to retaliation. Upon completion of the investigation, Butticci Enterprises will inform the employee who made the complaint of the results of the investigation.

Compliance with this policy is a condition of each employee's employment. Employees are encouraged to raise any questions or concerns about this policy or about possible discriminatory harassment using the online Grievance form. In the case where the allegation of harassment is against the Executive Director, please notify the staff member designated as grievance officer.

## **SOLICITATION**

Employees are prohibited from soliciting (personally or via electronic mail or Phone) for membership, pledges, subscriptions, the collection of money or for any other unauthorized purpose anywhere on Butticci Enterprises property during work time, especially those of a partisan or political nature without express approval of the V.P. or Executive Director. "Work time" includes time spent in actual performance of job duties, but does not include lunch periods or breaks.

Non-working employees may not solicit or distribute to working employees.

Persons who are not employed by Butticci Enterprises may not solicit or distribute literature on Butticci Enterprises's premises at any time for any reason.

Employees are prohibited from distributing, circulating or posting (on bulletin boards, refrigerators, walls, etc.) literature, petitions or other materials at any time for any purpose without the prior approval of the Executive Director or his/her designee.

## **Company Sales**

**All Sales are required to be conducted in the store face to face using the tablet and payment service tools we provide and/or Online using our leafly Account, Company shopping cart on our website or Laptop and Tablets we provide. Any and All conversations regarding the sale of company products are to be done using Company Phones or Designated Emails. No personal phones, emails or messaging services are to be used. All sales require 21 and up verification. All Business sales will need to have the Vendor/Business Documents completed which will require Company Name, Contact for business and title, the Mailing and billing address as well as a Federal EIN/State Tax ID before any business to business transactions are completed.**

## **Hours of Work, Attendance, and Punctuality**

### **HOURS OF WORK:**

The normal work week for Butticci Enterprises shall consist of seven (7) days. Ordinarily, work hours vary depending on the shift. Employees may request the opportunity to vary their work schedules (within employer-defined limits) to better accommodate personal responsibilities. Subject to Butticci Enterprises work assignments and Executive Director approval, the employee's supervisor shall determine the hours of employment that best suits the needs of the work to be done by the individual employee.

### **ATTENDANCE & PUNCTUALITY:**

Attendance is a key factor in your job performance. Punctuality and regular attendance are expected of all employees. Excessive absences (whether excused or unexcused), tardiness or leaving early is unacceptable. If you are absent for any reason or plan to arrive late or leave early, you must notify your supervisor and the office manager as far in advance as possible and no later than one hour before the start of your scheduled work day. In the event of an emergency, you must notify your supervisor as soon as possible.

For all absences extending longer than one day, you must telephone your immediate supervisor prior to the start of each scheduled workday. When



reporting an absence, you should indicate the nature of the problem causing your absence and your expected return-to-work date. A physician's statement may be required as proof of the need for any illness-related absence regardless of the length of the absence.

Except as provided in other policies, an employee who is absent from work for three consecutive days without notification to his or her supervisor or the Executive Director will be considered to have voluntarily terminated his or her employment. The employee's final paycheck will be deposited to the last bank account on file with Butticci Enterprises. Excessive absences, tardiness or leaving early will be grounds for discipline up to and including termination.

Depending on the circumstances, including the employee's length of employment, Butticci Enterprises may counsel employees prior to termination for excessive absences, tardiness or leaving early.

#### **OVERTIME:**

Overtime pay, which is applicable only to Non-Exempt Employees, is for any time worked in excess of 40 hours in a work week. Only the Executive Director or his or her designee, upon the request of an employee's supervisor, may authorize overtime. Overtime rate is one and one-half time (1½) the employee's straight time rate. Payment of overtime will be provided in the pay period following the period in which it is earned.

## **EMPLOYMENT POLICIES AND PRACTICES**

#### **DEFINITION OF TERMS:**

1. Employer. Butticci Enterprises is the employer of all full-time, part-time and temporary employees. An employee is hired, provided compensation and applicable benefits, and has his or her work directed and evaluated by Butticci Enterprises.
2. Full-Time Employee. A Full Time Employee regularly works at least 35 hours per week
3. Part-Time Employee. A Part Time Employee regularly works less than 35 hours per week but no less than 17 ½ hours per week.

4. Exempt Employee. An Exempt Employee is an employee who is paid on a salary basis and meets the qualifications for exemption from the overtime requirements of the Fair Labor Standards Act (“FLSA”).
5. Non-Exempt Employee. A Non-Exempt Employee is an employee who is paid an hourly rate and does not meet the qualifications for exemption from the overtime requirements of the Fair Labor Standards Act (“FLSA”). For Non-Exempt Employees, an accurate record of hours worked must be maintained. Butt Ricci Enterprises will compensate non-exempt employees in accordance with applicable federal and state law and regulations.
6. Temporary Employee. An individual employed, either on a full-time or part-time basis, for a specific period of time **less than six months**. Temporary employees are entitled only to those benefits required by statute or as otherwise stated in the Butt Ricci Enterprises Employee Handbook.

All employees are classified as Exempt or Nonexempt in accordance with federal and state law and regulations. Each employee is notified at the time of hire of his or her specific compensation category and exempt or non-exempt status.

#### **DRESS CODE POLICY:**

At Butt Ricci Enterprises, we strive for professionalism. As such we have implemented a dress code policy that all employees are expected to follow.

Each employee will be provided with a name badge and lab coat on their first day of work. These items are to be worn at all times (with the coat buttoned) while on the clock. In addition to our lab coats, employees are expected to wear a clean pair of pants (no shorts, skirts, capris, or dresses) with no holes in them. Pants can be any material but must cover all the way to the ankles. Any shirt may be worn under the lab coat. Violations of this policy will result in disciplinary actions up to termination for multiple offenses.

#### **POSITION DESCRIPTION AND SALARY ADMINISTRATION:**

Each position shall have a written job description. In general, the description will include the: purpose of the position, areas of responsibilities, immediate supervisor(s), qualifications required, salary range, and working conditions affecting the job, e.g., working hours, use of car, etc. The supervisor(s) or the Executive Director shall have discretion to modify the job description to meet the needs of Butt Ricci Enterprises.

Paychecks are distributed every other Tuesday, except when either of those days is a bank holiday, in which case paychecks will be distributed on the preceding workday. Timesheets are due to the General Manager and approved by the V.P. or Executive Director within two days of each pay period. All salary deductions are itemized and presented to employees with the paycheck. Approved salary deductions may include: voluntary store charge deductions, federal and state income taxes; social security, Medicare, and state disability insurance; voluntary medical and group hospitalization insurance premiums (if in force and if paid by employee) and other benefits (e.g., life insurance, retirement).

### **WORK REVIEW:**

The work of each employee is reviewed on a monthly basis with the supervisor, to provide a systematic means of evaluating performance and growth. The annual performance review is a formal opportunity for the supervisor and employee to exchange ideas that will strengthen their working relationship, review the past year, and anticipate Butticci Enterprises' needs in the coming year. The purpose of the review is to encourage the exchange of ideas in order to create positive change within Butticci Enterprises. To that end, it is incumbent upon both parties to have an open, and honest discussion concerning the employee's performance. It is further incumbent upon the supervisor to clearly communicate the needs of Butticci Enterprises and what is expected of the employee in contributing to the success of Butticci Enterprises for the coming year. Both supervisor and employee should attempt to arrive at an understanding regarding the objectives for the coming year. This having been done, both parties should sign the performance review form, which will be kept as part of the employee's personnel record and used as a guide during the course of the year to monitor employee progress relative to the agreed upon objectives. The Executive Director reviews the work of all supervisors. Work reviews for other staff are the responsibility of the appropriate supervisor, subject to confirmation by the Executive Director.

Employees may request a review of a personnel action or an unsatisfactory performance review. Employees are expected first to discuss their concern with their immediate supervisor. If further discussion is needed after submission to the Executive Director, a meeting will be conducted with H.R., the V.P. and ultimately, the Executive Director's decision is final.

### **VACATION POLICY:**

Employees will be eligible for vacation time after 1 full year of service to the company. Vacation time will be based upon years of service as well as an average of weekly hours throughout the year. Employees that average less than 32 hours per week will receive 3 days or 24 hours of vacation time. Employees

that average more than 32 hours per week will be eligible for 5 days or 40 hours of vacation time. Vacation time must be used within the year it is accrued and may not roll over to the following year. All vacation time must be approved by Management.

#### **MILITARY LEAVE:**

Employees who are inducted into or enlist in the Armed Forces of the United States or are called to duty as a member of a reserve unit may take an unpaid leave in accordance with applicable law. The employee must provide advance notice of his or her need for a military leave and Butticci Enterprises will request a copy of the employee's orders, which will be kept on record by Butticci Enterprises. The time an employee spends on military leave will be counted as continuous service for the purpose of determining eligibility and accrual for various benefit plans and policies. For military leaves extending 30 days or less, Butticci Enterprises will continue to pay the portion of the premium on health insurance, if any, that it was paying before military leave began. In order to continue such health insurance, the employee must continue to pay his or her portion of premiums during this period. For military leaves extending beyond 30 days, the employee will have the option to continue his or her insurance coverage at the employee's cost. Upon return from military leave, employees will be reinstated as required by law and benefits will be reinstated with no waiting periods.

#### **CIVIC RESPONSIBILITY:**

Butticci Enterprises believes in the civic responsibility of its employees and encourages this by allowing employees time off to serve jury duty when required and to serve as nonpartisan Election Day poll workers when appropriate and approved.

#### **JURY DUTY:**

For time served on jury duty, Butticci Enterprises will pay employees the difference between his or her salary and any amount paid by the government, unless prohibited by law, up to a maximum of ten days. If an employee is required to serve more than ten days of jury duty, Butticci Enterprises will provide the employee with unpaid leave. Employees must provide Butticci Enterprises a copy of proof of service received by the court in which they serve.

#### **ELECTION DAY POLL WORKERS:**

Butticci Enterprises will pay employees the difference between his or her salary and any amount paid by the government or any other source, unless prohibited

by law for serving as an Election Day worker at the polls on official election days (not to exceed two elections in one given calendar year). While performing their official nonpartisan duties at the polls, Election Day workers may not engage in political activity or campaign for or against any candidate or ballot measure.

Butticci Enterprises requires that employees provide proof of service for their time at the polls. Employees interested in using this benefit, must have written approval from the Executive Director 30 days before the election. The Executive Director will assure that the employee's absence will not seriously interfere with the organization's operations.

### **PARENTAL LEAVE:**

The DC Parental Leave Act entitles employees to certain unpaid parental leave.

For purposes of this section only, the following definitions apply:

- (1) "Parent" means the natural mother or father of a child; a person who has legal custody of a child or who acts as a guardian of a child regardless of whether he or she has been appointed legally as such; an aunt, uncle or grandparent of a child; or a spouse to the above individuals;
- (2) "school-related event" means an activity sponsored by either a school or an associated organization such as a parent-teacher association which involves the parent's child as a participant or subject, but not as a spectator, including a student performance, such as a concert, play or rehearsal, the sporting game of a school team or practice, a meeting with a teacher or counselor, or any similar type of activity.

A parent is entitled to a total of 24 hours of unpaid leave during any 12-month period to attend or participate in school-related events for his or her child.

Butticci Enterprises reserves the right, however, to deny such leave if such a leave would disrupt Butticci Enterprises's operations. While parental leave is unpaid, employees may elect to use accrued vacation or personal leave.

If the need for parental leave is foreseeable, the employee must provide a written notice and request for parental leave at least 10 days prior to the event. If the employee's need for parental leave is not foreseeable 10 days prior to the event, the employee must provide a written notice and request for parental leave as soon as he or she learns of the need for such leave.

### **CHILDREN WORKPLACE POLICY**

It has been our company's prerogative to allow Parents to be Parents and support their need to be a parent, while Employed by our company. Work Ethic In many situations is taken into consideration before allowing a parent to bring a

child into the workspace. We think parents must be afforded the ability to work and raise their children to be productive members of our society. In our 21 and up parts of the company, children are not allowed to linger/stay, but may pass through the space under immediate supervision. The children may stay and play quietly in the designated area, but also stay under the parents direct attention/Supervision. Termination of children from the workplace will arise If Disciplinary issues are affecting the function of a parents job duties/damaging of property or excessively interrupting work flow. If your child is ill they may not be on the premises, you as the parent should not be at work either.

#### **BEREAVEMENT LEAVE:**

Employees shall be entitled to bereavement leave without pay of five (5) days in the event of a death in the employee's immediate family (spouse/life partner, child or parent) and three (3) days for grandparent, sister or brother, father-in-law, mother-in-law, or grandchildren. If an employee wishes to take time off due to the death of an immediate family member, the employee should notify the Executive Director immediately. Approval of bereavement leave will occur in the absence of unusual operating requirements.

#### **EXTENDED PERSONAL LEAVE:**

Employees who have been employed by Butticci Enterprises for at least one year may apply for personal leaves of absence for up to eight weeks. Personal leaves are unpaid and are discretionary with the management of Butticci Enterprises.

When considering a request for a personal leave, Butticci Enterprises will consider factors such as the employee's position, the employee's length of service, the employee's performance record including attendance, the purpose of the leave, the needs of the department in which the employee works, the effect of the leave on other employees, and Butticci Enterprises's general business needs.

Personal leaves generally are unpaid. However, accrued vacation or personal time may be used to continue an employee's salary during the leave. Vacation and sick time will not continue to accrue during the leave of absence. Medical and life insurance benefits will continue on the same basis as if the employee were actively working. Butticci Enterprises cannot guarantee reinstatement upon return from a personal leave. Butticci Enterprises will, however, make a reasonable effort to place the employee in an available position for which he or she is qualified. If such a position is not available, then the employee's employment will terminate. Even in that event, the employee may later apply for reemployment. Employees who fail to report to work after an approved leave of absence are deemed to have voluntarily resigned. When an approved leave has

been exhausted, the employee may request additional leave. The Executive Director must approve all unpaid leave.

### **SEVERE WEATHER CONDITIONS:**

Butticci Enterprises will follow a liberal leave policy when the federal government announces that liberal leave is applicable. Under Butticci Enterprises liberal leave policy, annual and/or personal leave may be taken with prior scheduling and approval of management. If the employee is unable to reach the office due to severe weather conditions, management will always take this into consideration before disciplinary actions are taken.

### **EMPLOYEE ASSISTANCE PROGRAM:**

Butticci Enterprises will allow all **full-time** employees and Part- Time Employees that have Completed their probationary period of 6 months, will be allowed to charge store purchases and have the amount automatically withdrawn from the next paycheck. Charges for a pay period are permitted up to \$100 **A Week** and will be fully withdrawn from the paycheck for the pay period when the charge was initiated. Violations of this policy will constitute, first, a verbal warning, then a written warning, and finally applied interest rates. Failure to comply can lead to termination. Alterations to this policy are subject to approval and signature of the Executive Director. The company can at any time revoke the ability to charge store purchases.

### **SEPARATION:**

Either Butticci Enterprises or the employee may initiate separation. Butticci Enterprises encourages employees to provide at least two weeks (10 days) written notice prior to intended separation. After receiving such notice, an exit interview will be scheduled by the Executive Director or his or her designee. The Executive Director has authority to employ or separate all other employees.

Circumstances under which separation may occur include:

1. Resignation. Employees are encouraged to give at least 10 business days of written notice. Since a longer period is desired, the intention to resign should be made known as far in advance as possible. Employees who resign are entitled to receive accrued, unused Vacation benefits.

2. Termination or Lay-off. Under certain circumstances, the termination or lay-off of an employee may be necessary. Employees who are terminated or laid off are entitled to receive accrued, unused Vacation benefits.

The Executive Director has authority to discharge an employee from the employ of Butticci Enterprises. As stated above, all employment at Butticci Enterprises is "at-will." That means that employees may be terminated from employment with Butticci Enterprises with or without cause, and employees are free to leave the employment of Butticci Enterprises with or without cause. Reasons for discharge may include, but are not limited to:

- (1) Falsifying or withholding information on your employment application that did or would have affected Butticci Enterprises's decision to hire you (this conduct will result in your immediate termination);
- (2) Falsifying or withholding information in other personnel records including personnel questionnaires, performance evaluations or any other records;
- (3) Performance at work below a level acceptable to Butticci Enterprises or the failure to perform assigned duties;
- (4) Failure to complete required time records or falsification of such time records;
- (5) Insubordination;
- (6) Refusing to work reasonable overtime;
- (7) Negligence in the performance of duties likely to cause or actually causing Personal injury or property damage;
- (8) Breach of confidentiality;
- (9) Destroying or willfully damaging the personal property of another, including Butticci Enterprises's property;
- (10) Using or appearing to use for personal gain any information obtained on the job, which is not readily available to the general public or disclosing such information that damages the interests of Butticci Enterprises or its customers or vendors;

At the sole discretion of the Executive Director, the employee may be asked to leave immediately or be given a period of notice.

#### **RETURN OF PROPERTY:**

Employees are responsible for Butticci Enterprises equipment, property and work products that may be issued to them and/or are in their possession or control, including but not limited to:



- Credit cards,
  - Identification badges,
  - Office/building keys,
  - Office/building security passes,
- Computers, computerized diskettes, electronic/voice mail codes, and
  - Intellectual property (e.g., written materials, work products).
  - Outstanding Debt.

In the event of separation from employment, or immediately upon request by the Executive Director or his or her designee, Employees must return all Butticci Enterprises property that is in their possession or control. Where permitted by applicable law(s), Butticci Enterprises may withhold from the employee's final paycheck the cost of any property, including intellectual property, which is not returned when required. Butticci Enterprises also may take any action deemed appropriate to recover or protect its property.

#### **PERSONNEL RECORDS:**

Personnel records are the property of Butticci Enterprises, and access to the information they contain is restricted and confidential. A personnel file shall be kept for each employee and should include the employee's job application, copy of the letter of employment and position description, performance reviews, disciplinary records, records of salary increases and any other relevant personnel information. It is the responsibility of each employee to promptly notify his/ or her supervisor in writing of any changes in personnel data, including personal mailing addresses, telephone numbers, names of dependents, and individuals to be contacted in the event of an emergency. All employees must complete, within two days of the end of each pay period, their time and attendance record for review and approval by the Executive Director. Accurately recording time worked is the responsibility of every employee. Tampering, altering, or falsifying time records, or recording time on another employee's time record may result in disciplinary action, including separation from employment with Butticci Enterprises.

#### **OUTSIDE EMPLOYMENT:**

Individuals employed by Butticci Enterprises may hold outside jobs as long as they meet the performance standards of their job with Butticci Enterprises. Employees should consider the impact that outside employment may have on their ability to perform their duties at Butticci Enterprises. All employees will be evaluated by the same performance standards and will be subject to Butticci Enterprises scheduling demands, regardless of any outside work requirements.

If Butticci Enterprises determines that an employee's outside work interferes with their job performance or their ability to meet the requirements of Butticci Enterprises, as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain employed with Butticci Enterprises. Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals or organizations for materials produced or services rendered while performing their jobs with Butticci Enterprises.

### **NON-DISCLOSURE OF CONFIDENTIAL INFORMATION:**

Any information that an employee learns about Butticci Enterprises, or its members or donors, as a result of working for Butticci Enterprises that is not otherwise publicly available constitutes confidential information. Employees may not disclose confidential information to anyone who is not employed by Butticci Enterprises or to other persons employed by Butticci Enterprises who do not need to know such information to assist in rendering services. The protection of privileged and confidential information, including trade secrets, is vital to the interests and the success of Butticci Enterprises. The disclosure, distribution, electronic transmission or copying of Butticci Enterprises's confidential information is prohibited. Such information includes, but is not limited to the following examples:

- Compensation data.
- Program and financial information, including information related to donors, and pending projects and proposals.

Employees are required to sign a non-disclosure agreement as a condition of employment. Any employee who discloses confidential Butticci Enterprises information will be subject to disciplinary action (including possible separation), even if he or she does not actually benefit from the disclosure of such information. Discussions involving sensitive information should always be held in confidential settings to safeguard the confidentiality of the information.

Conversations regarding confidential information generally should not be conducted on cellular phones, or in elevators, restrooms, restaurants, or other places where conversations might be overheard.

### **COMPUTER AND INFORMATION SECURITY:**

This section sets forth some important rules relating to the use of Butticci Enterprises's computer and communications systems. These systems include individual PCs provided to employees, centralized computer equipment, all associated software, and Butticci Enterprises's telephone, voice mail and electronic mail systems. Butticci Enterprises has provided these systems to support its mission. Although limited personal use of Butticci Enterprises's systems is allowed, subject to the restrictions outlined below, no use of these systems should ever conflict with the primary purpose for which they have been provided, Butticci Enterprises's ethical responsibilities or with applicable laws and regulations. Each user is personally responsible to ensure that these guidelines are followed. All data in Butticci Enterprises's computer and communication systems (including documents, other electronic files, e-mail and recorded voicemail messages) are the property of Butticci Enterprises. Butticci Enterprises may inspect and monitor such data at any time. No individual should have any expectation of privacy for messages or other data recorded in Butticci Enterprises's systems. This includes documents or messages marked "private," which may be inaccessible to most users but remain available to Butticci Enterprises. Likewise, the deletion of a document or message may not prevent access to the item or completely eliminate the item from the system.

Butticci Enterprises's systems must not be used to create or transmit material that is derogatory, defamatory, obscene or offensive, such as slurs, epithets or anything that might be construed as harassment or disparagement based on race, color, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or religious or political beliefs. Similarly, Butticci Enterprises's systems must not be used to solicit or proselytize others for commercial purposes, causes, outside organizations, chain messages or other non-job-related purposes.

Security procedures in the form of unique user sign-on identification and passwords have been provided to control access to Butticci Enterprises's host computer system, networks and voice mail system. In addition, security facilities have been provided to restrict access to certain documents and files for the purpose of safeguarding information. The following activities, which present security risks, should be avoided:

- (1)** Attempts should not be made to bypass, or render ineffective, security facilities provided by the company.

- (2) Passwords should not be shared between users. If written down, passwords should be kept in locked drawers or other places not easily accessible.
- (3) Document libraries of other users should not be browsed unless there is a legitimate business reason to do so.
- (4) Individual users should never make changes or modifications to the hardware configuration of computer equipment. Requests for such changes should be directed to computer support or the Executive Director.
- (5) Additions to or modifications of the standard software configuration provided on Butticci Enterprises's PCs should never be attempted by individual users (e.g., autoexec.bat and config.sys files). Requests for such changes should be directed to computer support or the Executive Director.
- (6) Individual users should never load personal software (including outside email services) to company computers. This practice risks the introduction of a computer virus into the system. Requests for loading such software should be directed to computer support or the Executive Director.
- (7) Programs should never be downloaded from bulletin board systems or copied from other computers outside the company on company computers. Downloading or copying such programs also risks the introduction of a Computer virus. If there is a need for such programs, a request for assistance should be directed to computer support or management. Downloading or copying documents from outside the company may be performed not to present a security risk.
- (8) Butticci Enterprises's computer facilities should not be used to attempt unauthorized access to or use of other organizations' computer systems and data.
- (9) Computer games should not be loaded on Butticci Enterprises's PCs.
- (10) Company software (whether developed internally or licensed) should not be copied onto floppy diskettes or other media other than for the purpose of backing up your hard drive. Software documentation for programs developed and/or licensed by the company should not be removed from the company's offices.

There are a number of practices that individual users should adopt that will foster a higher level of security. Among them are the following:

- (1) Turn off your personal computer when you are leaving your work area or office for an extended period of time.
- (2) Exercise judgment in assigning an appropriate level of security to documents stored on the company's networks, based on a realistic appraisal of the need for confidentiality or privacy.

Should you have any questions about any of the above policy guidelines, please contact the Executive Director.

### **INTERNET ACCEPTABLE USE POLICY:**

At this time, desktop access to the Internet is provided to employees when there is a necessity and the access has been specifically approved. Butticci Enterprises has provided access to the Internet for authorized users to support its mission. No use of the Internet should conflict with the primary purpose of Butticci Enterprises, its ethical responsibilities or with applicable laws and regulations. Each user is personally responsible to ensure that these guidelines are followed. Serious repercussions, including termination, may result if the guidelines are not followed.

Butticci Enterprises may monitor usage of the Internet by employees, including reviewing a list of sites accessed by an individual. No individual should have any expectation of privacy in terms of his or her usage of the Internet. In addition, Butticci Enterprises may restrict access to certain sites that it deems are not necessary for business purposes. Butticci Enterprises's connection to the Internet may not be used for any of the following activities:

1. The Internet must not be used to access, create, transmit, print or download material that is derogatory, defamatory, obscene, or offensive, such as slurs,
2. Epithets, or anything that may be construed as harassment or disparagement based on race, color, national origin, sex, sexual orientation, age, disability, medical condition, marital status, or religious or political beliefs.
3. The Internet must not be used to access, send, receive or solicit sexually-oriented messages or images.
4. Downloading or disseminating of copyrighted material that is available on the Internet is an infringement of copyright law. Permission to copy the material must be obtained from the publisher. For assistance with copyrighted material, contact computer support or the Executive Director.
5. Without prior approval of the Executive Director, software should not be downloaded from the Internet as the download could introduce a computer virus onto Butticci Enterprises's computer equipment. In addition, copyright laws may cover the software so the downloading could be an infringement of copyright law.

6. Employees should safeguard against using the Internet to transmit personal comments or statements through e-mail or to post information to news groups that may be mistaken as the position of Butticci Enterprises.
7. Employees should guard against the disclosure of confidential information through the use of Internet e-mail or newsgroups.
8. Employees should not download personal e-mail or Instant Messaging software to Butticci Enterprises computers.
9. The Internet should not be used to send or participate in chain letters, pyramid schemes or other illegal schemes.
10. The Internet should not be used to solicit or proselytize others for commercial purposes, causes, outside organizations, chain messages or other non-job related purposes.
11. The Internet should not be used to endorse political candidates or campaigns

The Internet provides access to many sites that charge a subscription or usage fee to access and use the information on the site. Requests for approval must be submitted to your supervisor.

If you have any questions regarding any of the policy guidelines listed above, please contact your supervisor, or the Executive Director.

Revised {03/07/2022}

Approved by the Executive Committee of the Butticci Enterprises Board of Directors

## Community Interaction through Purposeful Social Media Introducing the Instagram Initiative for CCC Flavors and Snicklefritz!

### What It Is:

A way for our company to purposefully create, cultivate, and interact with our community of cannabis consumers. It should be super simple to begin and maintain this policy through our staff's and management team's volunteering to post on the social media platform 'Instagram'. This will help to network with other local business owners, improve the number of walk-ins, and reach further out to welcome in new customers. How It Works:

Instagram will be downloaded onto the Point of Sale tablets. CCC Flavors will be logged into an account of the same name; Snicklefritz will download the app for their own account. Any employee can access the account while on the clock, including

management. ONLY store employees and management may create a post during store hours. It is possible to create an Accountability Log, if necessary, to keep track of who is posting and when. Employees should only use and interact with Instagram after completing their regular shift tasks, remembering to keep in-store customers their priority.

### What to Post:

Obviously, pictures or short videos of store products available for purchase should be posted with a caption including the name of the product, and the street address OR phone number of the store. This is to purposefully draw in more local business from a larger demographic of people. Specifically, post captions should also include any relevant information for the Daily Discounts, customer account points rewards, or any event we are promoting at the time. OPTIONAL POSTS include "Meet the Staff" portraits and captions highlighting employees.

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Faces of people may only be posted with that person's permission with a SIGNED permissions waiver provided by the store.

Employee Excellence Recognition, hire date anniversaries, and costume contests are also wonderful optional posts that humanize and personalize the store's staff.

Post Requirements: - NEVER, EVER give medical advice. We are not doctors and we should be very proud of that!

- An eye-catching picture or video

- A caption including all relevant information and hashtags

- No swearing or foul language acceptable in any part of the post, caption, or hashtags.

- 'hashtags' are a word or set of words following the '#' symbol that place the post in multiple areas of viewing and are a necessary part of the post. Acceptable hashtags are any of the following words, or any combination of:

Legal cannabis, local cannabis, local business, free education, budtender, friendly neighborhood..., hemp, support, education, shop local, Dalton Georgia, Cohutta Georgia. - We will create and consistently use our own brand hashtags!

#CCCFlavors & #Snicklefritz

- There should be a minimum of 10 hashtags per post and can be easily carried from one post to another with 'copy' and 'paste' methods.

\*\*\*There is a 2 hour Interaction Window that must be utilized in order to meet algorithm standards for this platform. Once a post is made, whomever made it must then interact with any comment that gets made to the post as well as scroll, like, comment, and share to stories other account posts of similar content. Other local business Instagrams, and any law enforcement Instagram engagement will support our efforts at community outreach. \*\*\*

- It is absolutely OK to post every day! The more we use and interact on the platform, the more favorable the algorithm will see us. - Post interactions are meant to allow our staff to shine in their own creative lights.

IT IS MOST IMPORTANT to remind/update staff on our policies of honesty, integrity, and professionalism. As experts and educators in our field we must present our staff and business in our most honest, professional, and friendly light and this should be reflected in the way we interact with our audience specifically in the online arena. Follower Count Giveaways:

As a dedicated effort to first start and then expand the "followers" or subscriber count, we make posts at the time of milestone subscriber counts and do "giveaways" to grow the number of subs. Giveaways require more dedicated interaction including countdowns, goal achievements, and sub rewards. Sub count rewards are often done at the 500, 1K, 2K, and 5K counts where we giveaway whatever predetermined Prizes to the accounts that help us achieve those goals. This is a management only task and will be Conducted after verification from Management/Marketing/Public Relations.

Revised {11/16/2023}

Approved by the Executive Committee of the Butticci Enterprises Board of Directors



**EMPLOYEE RECEIPT AND ACCEPTANCE**

I hereby acknowledge receipt of the Butticci Enterprises Employee Handbook. I understand that it is my continuing responsibility to read and know its contents. I also understand and agree that the Employee Handbook is not an employment contract for any specific period of employment or for continuing or long-term employment. Therefore, I acknowledge and understand that unless I have a written employment agreement with Butticci Enterprises that provides otherwise, I have the right to resign from my employment with Butticci Enterprises at any time with or without notice and with or without cause, and that Butticci Enterprises has the right to terminate my employment at any time with or without notice and with or without cause.

I have read, understood and agreed to all of the above. I have also read and understand the Butticci Enterprises Employee Handbook. I agree to return the Employee Handbook upon termination of my employment.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

**CONFIDENTIALITY POLICY AND PLEDGE**

Any information that an employee learns about Butticci Enterprises, or its members or donors, as a result of working for Butticci Enterprises that is not otherwise publicly available constitutes confidential information. Employees may not disclose confidential information to anyone who is not employed by Butticci Enterprises or to other persons employed by Butticci Enterprises who do not need to know such information to assist in rendering services.

The disclosure, distribution, electronic transmission or copying of Butticci Enterprises's confidential information is prohibited. Any employee who discloses confidential Butticci Enterprises information will be subject to disciplinary action (including possible separation), even if he or she does not actually benefit from the disclosure of such information.

I understand the above policy and pledge not to disclose confidential information.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Please sign and return to the Manager

## GEORGIA NON-COMPETE/DISCLOSURE AGREEMENT

### 1. Purpose

This agreement, when countersigned below, shall constitute an agreement regarding certain confidential and proprietary information and trade secrets (“Confidential Information”) relating to the business of Butticci Enterprises hereinafter referred to as the “Company” and \_\_\_\_\_ hereinafter referred to as the “Recipient” (collectively referred to as the “Parties”), as of the date executed by the Company (the “Effective Date”).

Recipients shall strictly maintain the confidentiality of the Proprietary Information. Proprietary information may be shared between the Parties for use in scoping, estimating, and completing projects as well as for the everyday business practices for the Company and its clients/customers.

### 2. Non-Compete/Disclosure

During the tenure of the Recipient with the Company and the Time Period stated in Section 3 the Recipient shall not:

**Business Practices** - Provide the same or similar industry products, services, or engage in any other way representation of any other business of a similar nature to the business of the Company without written consent. It is understood that the Recipient will be representing the Company exclusively during their tenure unless written notice has been provided from either of the Parties.

**Clients/Customers** - Directly or indirectly engage in any similar business practice of the Company while being in contact with the Company’s current or former clients. Nor shall the Recipient solicit any client of the Company for the benefit of a third party that is engaged in a similar business to that of the Company.

**General Competitor(s)** - Engage in business activity, whether paid or non-paid, with a competitor of the Company that provides a similar product or service.

**Employees** - Hire, work alongside, or partner with any current employees, sales staff, or former employees or sales staff of the Company.

### 3. Time Period

Recipient warrants and guarantees for the period of 1 year following the Termination of the Recipient's employment and/or business with the Company.

### 4. Purchase Option

The Company does not allow the Recipient to be released of liability from this agreement for any monetary amount or reason whatsoever.

### 5. Jurisdiction

The jurisdiction of this agreement shall cover the State of Georgia.

### 6. Confidential Information

As used herein "Confidential Information" shall mean any and all technical and non-technical information provided by the Company, including but not limited to: data or other proprietary information relating to products, inventions, plans, methods, processes, know-how, developmental or experimental work, computer programs, databases, authorship, customer lists (including the names, buying habits or practices of any clients), the names of vendors or suppliers, marketing methods, reports, analyses, business plans, financial information, statistical information, or any other subject matter pertaining to any business of the Company or any its respective clients, consultants, or licensees that is disclosed to the Recipient under the terms of this Agreement.

### 7. Permitted Disclosure

Confidential Information does not include information which:

- (i) Has become generally known to the public through no wrongful act by the Recipient;
- (ii) Has been rightfully received by Recipient from a third party without restriction on disclosure and without breach of an obligation of confidentiality running either directly or indirectly to the Recipient;
- (iii) Has been approved for release to the general public by written authorization of the Company;

- (iv) Has been disclosed pursuant to the requirement of a governmental agency or a court of law without similar restrictions or other protections against public disclosure; or,
- (v) Has been independently developed by the Recipient without use, directly or indirectly of the Company's Confidential Information.

#### 8. Confidentiality

Recipient acknowledges that it will have access to the Company's Confidential Information and agrees that it shall not directly or indirectly divulge, disclose or communicate any of the Confidential Information to any third party, except as may be required in the course of any formal business association or dealings with the Company and in any event, only with the prior written approval of the Company. The Recipient acknowledges that no license of the Confidential Information, by implication or otherwise, is granted to the Recipient by reason of this Agreement. Additionally, the Recipient acknowledges that it may only use the Confidential Information in connection with its business dealings with the Company and for no other purpose without the prior written consent of the Company. The Recipient further agrees that all Confidential Information, including without limitation any documents, files, reports, notebooks, samples, lists, correspondence, software, or other written or graphic records provided by the Company or produced using the Company's Confidential Information, will be held strictly confidential and returned upon request to the Company. The term of this Agreement will be ongoing as long as the Parties are working together in any formal capacity. The conditions of this Agreement shall survive the termination of this Agreement.

#### 9. Consultants and Employees Bound

Recipient agrees to disclose the Confidential Information to any agents, affiliates, directors, officers or any other employees (collectively, the "Employees") solely on a need-to-know basis and represents that such Employees have signed appropriate non-disclosure agreements or taken appropriate measures imposing on such Employees a duty to third parties (1) to hold any third party proprietary information received by such Employees in the strictest confidence, (2) not to disclose such third party Confidential Information to any other third party, and (3) not to use such Confidential Information for the benefit of anyone other than to whom it belongs, without the prior express written authorization of the Company.

#### 10. Return of Materials

Upon termination or expiration of the Agreement, or upon written request of the Company, the Recipient shall promptly return to the Company all documents and other tangible materials representing the Company's Confidential Information and all copies thereof. The Company shall immediately notify the Recipient upon discovery of any loss or unauthorized disclosure of the Confidential Information.

#### 11. Remedies

Should the Recipient breach any of the provisions of this Agreement by unauthorized use, or by disclosure of the Confidential Information to any unauthorized third party to the Company's detriment or damage, the Recipient agrees to reimburse the Company for any loss or expense incurred by the Company as a result of such use or unauthorized disclosure or attempted disclosure, including without limitation court costs and reasonable attorney's fees incurred by the Company in enforcing the provisions hereof. Recipient further agrees that any unauthorized use of or disclosure of the Confidential Information will result in irreparable damage to the Company and that the Company shall be entitled to an award by any court of competent jurisdiction of a temporary restraining order and/or preliminary injunction against such unauthorized use or disclosure by the Recipient without the need to post a bond. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of this Agreement but shall be in addition to all other remedies available at law or equity.

#### 12. Choice of Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without reference to its conflicts of laws principles. Any disputes arising from or related to the subject matter of this Agreement shall be heard in a court of appropriate jurisdiction of the Company's principal office and the parties hereby consent to the personal jurisdiction and venue of these courts. If any provisions of this Agreement or its applications is held to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of any other provisions and applications herein shall not in any way be affected or impaired.

#### 13. Entire Agreement

This Agreement represents the entire agreement of the parties and may only be modified by signature by both parties hereto.

In Witness Whereof, the parties hereto have agreed and signed this Non-Compete/Non-Disclosure Agreement to be on the \_\_\_ day of \_\_\_\_\_, 20\_\_.

The Company

Recipient

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**BUTTICCI ENTERPRISES ACCEPTABLE INTERNET USE POLICY**

I acknowledge and commit to follow the Butticci Enterprises Internet Acceptable Use Policy understanding that failure to comply will be grounds for immediate termination.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

**BUTTICCI ENTERPRISES EMPLOYEE CHARGE POLICY**

I authorize Butticci Enterprises to withhold the full amount of my charges for the pay period from the paycheck issued for the time worked that pay period. I acknowledge that this is a voluntary benefit offered by Butticci Enterprises.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

**BUTTICCI ENTERPRISES PROPERTY DAMAGE POLICY**

I authorize Butticci Enterprises to deduct from my wages the full amount of repairs for company property that is damaged due to negligence (whether intentional or unintentional) to compensate the company for repairs of the damaged property.

I certify that I understand this policy is required upon employment with Butticci Enterprises.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Revised {03/07/2022}

Approved by the Executive Committee of the Butticci Enterprises Board of Directors