



DRISCOLL FOODS

EMPLOYEE HANDBOOK

February 8, 2021

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EMPLOYMENT AT-WILL

Employment at Driscoll Foods is on an at-will basis unless otherwise stated in a written individual employment agreement signed by the president of the Company.

This means that either the employee or the company may terminate the employment relationship at any time, for any reason, with or without notice.

Nothing in this employee handbook creates or is intended to create an employment agreement, express or implied. Nothing contained in this or any other document provided to the employee is intended to be, nor should it be, construed as a contract that employment or any benefit will be continued for any period of time. In addition, no Company representative is authorized to modify this policy for any employee or to enter into any agreement, oral or written, that changes the at-will relationship.

Nothing in this statement is intended to interfere with, restrain , or prevent concerted activity as protected by the National Labor Relations Act (NLRA). Such activity includes employee communications regarding wages, hours, or other terms or conditions of employment. Driscoll Foods employees have the right to engage in or refrain from such activities.

THE WAY WE WORK AT DRISCOLL FOODS

Driscoll Foods' goal is to produce and offer food products and services of high quality to the public. Driscoll Foods' philosophy is based upon a dedicated commitment to providing a full range of exceptional food products and services to our customers.

As an employee of Driscoll Foods, the importance of your contribution cannot be overstated. Our goal is to provide the finest quality of food products and services to our customers and to do so more efficiently and economically than our competitors. By satisfying our customers' needs, they will continue to do business with us and will recommend us to others. You are an important part of this process because your work directly influences Driscoll Foods' reputation. The extent to which we as a company strive for and achieve our goals through our food products, customer service, marketing and advertising will determine the short and long term success of Driscoll Foods.

Driscoll Foods is pleased that you have joined our company. We hope that you will find your work at Driscoll Foods to be challenging and rewarding.

Sincerely,

DRISCOLL FOODS

By: Timothy J. Driscoll, President

Dated: July , 2014

A WORD ABOUT THIS HANDBOOK

This Handbook, dated February 8, 2021, contains information about the employment policies and practices of Driscoll Foods (“Driscoll Foods” or “Employer” or the “Company”) pertaining to on employees (hereinafter, “employee” or “employees” or “you”). We expect each employee to read this Handbook carefully, as it is a valuable reference for understanding your job and the Company. The policies outlined in this Handbook should be regarded as guidelines only, which in a developing company will change from time to time. The Company retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the Company.

This Handbook summarily explains the Company’s personnel policies and current benefits, as well as opportunities and responsibilities that exist at the Company. In an effort to be responsive to the needs of the Company, amendments, supplements and/or deletions to this Handbook will be made at the sole discretion of Driscoll Foods. Driscoll Foods will keep you informed of amendments, alterations and/or deletions to this Handbook as the Company deems appropriate or necessary. The information contained in this Handbook is generally applicable to all team members. However, team members covered under a Collective Bargaining Agreement (CBA) should also refer to the CBA for additional terms and conditions. To the extent the provisions of this Handbook are inconsistent with the CBA’s terms, the CBA will prevail.

This Handbook supersedes and replaces any and all prior Employee Handbooks and inconsistent verbal or written policy statements. The policy of At-Will Employment can only be changed by the President of the Company in writing and must be signed by the President of the Company. The Company reserves the right to change, alter, supplement, delete and/or amend the contents of this Handbook. All such changes, alterations, supplements, deletions and/or amendments must be in writing and must be signed by the President of the Company. No oral statements or representations can change the At-Will employment of employees at the Company or the provisions of this Handbook.

This Handbook refers to current benefit plans maintained by the Company. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plans. Those documents are controlling.

In the event you have any questions concerning the contents of this Handbook, please contact Human Resources. In the event Human Resources is unavailable or you believe it would not be appropriate to contact Human Resources, please contact your immediate supervisor.

I. OPEN DOOR POLICY

Communication is an essential part of any business relationship. People work more efficiently and enthusiastically when they know and understand what is going on around them. Driscoll Foods' management is firmly committed to an "Open Door" policy to maintain and enhance the work environment to its greatest extent. At Driscoll Foods, employees are encouraged to ask questions, make suggestions and/or identify issues to ensure timely preventive and/or corrective action. When issues arise, speak with Human Resources as soon as possible.

II. EQUAL EMPLOYMENT OPPORTUNITY (EEO)

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at Driscoll Foods will be based on merit, qualifications and abilities. Driscoll Foods does not discriminate in employment opportunities, policies, procedures or practices upon any unlawful basis including those covered by the New Jersey Law Against Discrimination (NJLAD), Title VII, the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA) or the Genetic Information Nondiscrimination Act (GINA) including ancestry, race, color, creed, gender, gender identity or expression, national origin, age, disability or any other characteristic protected by law. Driscoll Foods will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment including selection, job assignment, compensation, discipline, termination and access to benefits and training.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor, Human Resources, the President or the Executive Vice President. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. Employees who feel they have been subjected to any such retaliation should bring it to the attention of Human Resources.

Retaliation means adverse conduct taken because an individual reports an actual or a perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process. "Adverse conduct" includes but is not limited to:

1. Shunning and avoiding an individual who reports harassment, discrimination, or retaliation;
2. Express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination, or retaliation, or
3. Denying employment benefits because an applicant or employee reported harassment, discrimination, or retaliation or participated in the reporting and investigation process.

Other examples of retaliation include firing, demotion, denial of promotion, unjustified negative evaluations, increased surveillance, harassment, and assault.

III. BUSINESS ETHICS AND CONDUCT

Driscoll Foods will comply with applicable laws and regulations and expects employees to conduct business in accordance with the letter, spirit and intent of all relevant laws and to refrain from any illegal, dishonest or unethical conduct. If a situation arises where it is difficult for an employee to determine the proper course of action, the matter should be discussed openly with your immediate supervisor and, if necessary, with Human Resources. Compliance with this policy of business ethics and conduct is the responsibility of every Driscoll Foods employee. Disregarding or failing to comply with the Company's standard of business ethics and conduct may lead to disciplinary action up to and including termination of At-Will employment.

IV. CONFLICT OF INTEREST

The Company expects that all employees will demonstrate the highest standard of care to avoid actions and circumstances that may create an actual or potential conflict of interest.

In accordance with this policy, the following is a non-inclusive list of prohibited employee conduct/activities:

1. Business dealings with outside companies that may result in unusual gains such as product bonuses, gifts, payments, commissions, kickbacks, special fringe benefits, unusual price breaks and/or other windfalls designed to ultimately benefit an outside company, the employee and/or a third party.
2. Participating in and/or offering promotional plans that may be interpreted to involve unusual gains without obtaining specific executive-level approval.
3. Failing to immediately disclose to the President or the Executive Vice President of Driscoll Foods that you may have influence on transactions involving sales, purchases contracts or leases.
4. Owning, operating, being employed as an employee or being retained as a consultant of or by any business that competes directly or indirectly with the Company, to the extent it violates the employee's obligations to the Company or impacts the employee's ability to perform his/her obligations and job responsibilities for the Company;
5. Having a direct or indirect financial relationship with a competitor, client or supplier of the Company, excluding a situation in which ownership is less than one percent of the publicly traded stock of a corporation;
6. Engaging in any employment other than with the Company during the employee's work hours at the Company or on the premises of the Company;

7. Using the Company's services, name, logo stationary, supplies, equipment or other property including without limitation computers, software, printers, telephones, facsimile machines, copy machines, postage and postage meters for any employment other than for employment with the Company;
8. Using the Company's services, name, logo, stationary, supplies, equipment or other property including without limitation computers, software, printers, telephones, facsimile machines, copy machines, postage and postage meters for other than Company purposes;
9. Soliciting Company employees without authorization to purchase goods or services of any kind for other than Company purposes;
10. Soliciting Company suppliers or clients to purchase goods or services of any kind for other than Company purposes;
11. Accepting or providing benefits that may create an actual or potential conflict of interest;
12. Engaging in employment other than with the Company that involves any actual or potential conflict of interest as determined by the Company at its sole and exclusive discretion;
13. Engaging in employment other than with the Company that may violate an obligation of the employee to the Company or interfere with the employee's ability to perform his/her job responsibilities;
14. Engaging in employment other than with the Company that in the sole and exclusive discretion of Driscoll Foods may have an adverse impact upon Driscoll Foods and/or may create an actual or potential conflict of interest which may result in .the violation of any applicable law, rule and/or regulation and/or the failure to achieve the highest standard of business ethics and integrity;
15. Performing work similar to the work an employee performs for Driscoll Foods for any other individual, company or business entity other than Driscoll Foods;
16. Engaging in any form of sales transaction(s) with customers, vendors or suppliers of Driscoll Foods by Sales Department or Office Administration personnel during off-duty time; and
17. Receiving any form of gift or payment from an outside company and/or a third party in any manner related to the business of Driscoll Foods,

Employees are required to cooperate with inquiries and/or investigations by the Company concerning potential and/or actual violations of this policy. Failure to abide by this policy and/or failure to participate in good faith into inquiries and/or investigations by the Company into potential and/or actual violations of this policy will result in disciplinary action up to and including termination of At-Will employment.

Questions regarding the Company's Conflict of Interest Policy are to be directed to Human Resources, the President and/or the Executive Vice President.

V. EMPLOYMENT OTHER THAN WITH THE COMPANY (OUTSIDE EMPLOYMENT)

Driscoll Foods expects employees to strive to achieve excellence and to demonstrate loyalty to Driscoll Foods in the performance of their job responsibilities.

In the event an employee seeks to engage in outside employment and believes that such employment meets the criteria set forth in the Handbook (the "criteria"), the employee is required to provide the name of the outside employer and the type of business in writing to Human Resources before he/she accepts or commences such outside employment in order that the Company may lawfully determine whether the outside employment may present any conflict of interest.

Driscoll Foods reserves the right to prohibit outside employment whenever the Company lawfully determines that circumstances warrant said prohibition or the outside employment fails to satisfy the above-referenced criteria. The Company further reserves the right to reconsider any decision to permit outside employment in the event the Company subsequently lawfully determines that circumstances warrant said reconsideration or that the outside employment fails to satisfy the above-referenced criteria. In the event the Company lawfully determines that circumstances warrant it or that the outside employment fails to meet the above-referenced criteria, the Company may request that the employee terminate the outside employment if the employee wishes to remain an employee of Driscoll Foods.

VI. NON-DISCLOSURE

The business ethics of the Company require each employee to maintain the highest level of confidentiality when handling Company matters. During employment with the Company, an employee may become aware of or gain possession of proprietary information, confidential information and/or trade secrets relating to the Company, the Company's customers, the Company's employees and/or Company-related third parties ("Confidential Information"). Confidential Information is confidential and employees are strictly prohibited from disclosing all or portions of Confidential Information to anyone outside of the Company including family members, customers or others at any time during employment and at any time after termination of employment with the Company.

In addition, during employment with the Company, employees may create or otherwise come into possession of certain documents, files, records, data disks, financial information, reports and/or other writings or items that are confidential in nature and/or the property of the Company (“Company Property”). Company property shall remain the property of the Company. Prior to the final date of employment, employees shall return all Company property that is in the employee’s possession or custody, without retaining any copies thereof.

Protection of Confidential Information and Company Property is the responsibility of every employee. The protection of Confidential Information and Company Property is vital to the interests and the success of Driscoll Foods. Employees are required to take all necessary precautions to protect Confidential Information and Company Property from accidental, improper or unauthorized release and/or disclosure.

The following is a non-inclusive list of examples of Confidential Information and/or Company Property:

- All information relating to Driscoll Foods, including, but not limited to Driscoll Foods’ business, Driscoll Foods’ clients, Driscoll Foods’ products and/or Driscoll Foods services not already generally known to the public;
- Board member information;
- Employee lists;
- Compensation data regarding co-employees;
- Salaries/wages of co-employees and co-workers;
- Customer lists;
- Financial information;
- Research and development strategies;
- Billing and pricing information;
- Costs;
- Methods of Driscoll Foods;
- Procedures of Driscoll Foods;
- Trade Secrets of Driscoll Foods;

- All information relating to Driscoll Foods’ customers and/or Driscoll Foods-related third parties;
- Operations;
- Operations Manuals;
- Accounts Receivable information;
- Accounts payable information;
- Budgets;
- Investments;
- Business ventures;
- Personnel information;
- Referral sources;
- IT information;
- Payment arrangements/agreements;
- Vendor lists; and
- Driscoll Foods’ Handbook.

Upon commencing employment with Driscoll Foods and/or as thereafter may be requested by Driscoll Foods, all employees shall be required to sign an Agreement with Respect to Confidential Information and Company Property as a condition of employment. This document remains in full force and effect during employment and beyond the termination of employment with Driscoll Foods regardless of whether the termination was voluntary or involuntary.

Employees who improperly use, disclose or retain Confidential Information or Company Property will be subject to disciplinary action up to and including termination of At-Will employment and available legal action.

VII. DISABILITY/HANDICAP REASONABLE ACCOMMODATION

Driscoll Foods is committed to complying fully with the Americans with Disabilities Act (“ADA”) and the New Jersey Law against Discrimination (“NJLAD”) in order to ensure equal opportunity in

employment for qualified person(s) with disabilities/handicaps. All employment practices and activities are conducted on a non-discriminatory basis. Reasonable accommodations which do not create an undue hardship for Driscoll Foods are available to all disabled/handicapped employees where their disability/handicap affects the performance of job functions.

An employee who believes that he/she requires accommodation is to notify his/her immediate supervisor or Human Resources of such requirement and cooperate in exploring whether a reasonable accommodation is appropriate/possible, and if so, the nature of the accommodation. Not all requested accommodations may be reasonable or possible. However, Driscoll Foods is committed to engaging in meaningful discussions with employees with regard to reasonable accommodation requests/requirements.

VIII. SEXUAL AND OTHER UNLAWFUL HARRASSMENT AND DISCRIMINATION

Driscoll Foods is committed to providing a work environment that is free from all forms of unlawful discrimination and conduct that can be considered harassing, coercive, or disruptive, including sexual harassment. Actions, words, jokes, or comments based upon an individual's gender, race, color, national origin, age, creed, disability, sexual orientation, or any other legally protected characteristic will not be tolerated.

Sexual harassment is defined as unwanted sexual advances, requests for sexual favors and/or verbal or physical conduct of a sexual nature that results in an alteration of the terms and conditions of employment. "Hostile Environment" sexual harassment involves harassing conduct that has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment. "Quid Pro Quo" sexual harassment involves situations where (1) submission to harassing sexual conduct is, explicitly or implicitly, made a term or condition of an individual's employment or (2) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting that individual.

Under both approaches, the harassing conduct must be un-welcomed and coercive, as opposed to consensual in nature. Sexual harassment includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. The following is a non-inclusive list of examples of sexual harassment:

- Unwanted sexual advances;
- Offering employment benefits in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual advances;
- Visual conduct that includes leering, making sexual gestures or displaying of sexually suggestive objects or pictures, cartoons or posters;

- Verbal conduct that includes making or using derogatory comments, epithets, slurs or jokes;
- Verbal sexual advances or propositions;
- Verbal abuse of a sexual nature;
- Graphic verbal commentaries about an individual's body;
- Sexually degrading words used to describe an individual or suggestive or obscene letters, notes or invitations; and
- Physical conduct that includes touching, assaulting or impeding or blocking movements.

Un-welcomed sexual advances (either verbal or physical), requests for sexual favors and other verbal or physical conduct of a sexual nature constitutes sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment; (2) submission to or rejection of the conduct is used as a basis for making employment decisions; or (3) the conduct has the purpose or effect of unreasonably interfering with work performance or creating an intimidating, hostile or offensive work environment. If you experience or witness sexual or other unlawful harassment or other unlawful discrimination in the workplace, report it immediately to your immediate supervisor. If your immediate supervisor is unavailable or you believe it would be inappropriate to contact that person, you should immediately contact your immediate supervisor's supervisor or Human Resources. If an employee makes a report to any of these members of management and the member(s) of management either does not respond or does not respond in a manner the employee deems satisfactory or consistent with this policy, the employee is required to report the situation to the President or the Executive Vice President. An employee can raise concerns, make reports, and/or participate in the investigation of an alleged violation of this policy without fear of reprisal or retaliation unless it is determined that the employee filed a knowingly false claim.

All allegations of sexual harassment or other unlawful harassment or other unlawful discrimination will be quickly and discreetly investigated. To the extent possible, your confidentiality and the confidentiality of any witnesses, the alleged harasser and/or the individual who allegedly unlawfully discriminated will be protected from unnecessary disclosure. When the investigation is completed, you will be informed of the outcome of the investigation. Any employee who becomes aware of possible sexual or other unlawful harassment or other unlawful discrimination must immediately advise Human Resources, the President or the Executive Vice President so it may be investigated in a timely and confidential manner. Anyone engaging in sexual or other unlawful harassment or other unlawful discrimination will be subject to disciplinary action up to and including termination of employment.

IX. CATEGORIES OF EMPLOYMENT

Each employee is designated as either non-exempt or exempt from Federal and State wages and hour laws. Non-exempt employees are entitled to overtime pay as required by applicable Federal and State law, while exempt employees are not entitled to overtime pay pursuant to applicable Federal and State law.

In addition to the above categories, each employee will belong to 1 of the following additional employment categories:

(1) **Introductory employees** are those whose performance is being evaluated to determine whether further employment in a specific position or with Driscoll Foods is appropriate. All new and re-hired employees work on an introductory basis for the first 90 days after their date of hire or re-hire. Employees who are promoted or transferred within Driscoll Foods must complete a second introductory period of the same length with each reassignment to a new position.

Any significant absence as determined at the sole and exclusive discretion of Driscoll Foods will automatically extend an introductory period by the length of absence. In the event Driscoll Foods determines in its sole and exclusive discretion that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended for a specified period.

In cases of promotions or transfers within Driscoll Foods, an employee who in the sole judgment of management is not successful in the new position may be removed from the position at any time during the second introductory period. If this occurs, the employee, at the sole and exclusive discretion of Driscoll Foods, may be subject to layoff, termination or may be permitted to return to his/her former job or to a comparable job for which the employee is qualified, depending upon the availability of such positions and the needs of Driscoll Foods as determined at the sole and exclusive discretion of Driscoll Foods. Upon satisfactory completion of the introductory period, employees enter the "**Regular**" employee classification.

During an employee's introductory employment status, the employee will be subject to layoff, dismissal or discharge for any reason at the sole and exclusive discretion of the Company.

A SUCCESSFUL COMPLETION OF THE INTRODUCTORY PERIOD DOES NOT CHANGE THE AT-WILL NATURE OF THE EMPLOYEMENT RELATIONSHIP; NOR DOES IT GUARANTEE FUTURE EMPLOYMENT. DRISCOLL FOODS AND THE EMPLOYEE BOTH RETAIN THE RIGHT TO TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME WITH OR WITHOUT CAUSE OR NOTICE.

(2) **Regular full-time employees** are those who are not assigned to a temporary or an introductory category and who are regularly scheduled to work at least 30 hours each week.

(3) **Regular part-time employees** are those who are not assigned to a temporary or an introductory category and who are regularly scheduled to work less than 30 hours each week.

(4) **Temporary employees** are those who are hired as interim replacements, to temporarily supplement the workforce or to assist in the completion of a specific project. Employment in this category is of a limited duration. Employment for a period of time that exceeds any initially stated period does not in any manner imply a change in the status of an employee from the temporary employee category. While temporary employees are eligible to receive legally mandated benefits, they are not eligible to receive and/or participate in all of Driscoll Foods' additional benefits/benefit plans.

In addition to the preceding categories, employees are also classified as "exempt" or "non-exempt."

Exempt Employees: Employees in certain executive, administrative, professional, or outside sales positions, as defined by law, who are exempt from the overtime pay provisions of the State and Federal Law.

Non-Exempt Employees: Employees required to be paid overtime at the rate of one and one-half times their regular hourly rate of pay for all hours worked beyond forty (40) hours in one workweek in accordance with State and Federal wage and hour laws. Lunch breaks are not considered as hours worked to calculate overtime. Holiday time, PTO time, sick leave, and personal days are not considered "time worked" for the computation of overtime.

Upon hire, Human Resources will notify you of your employment category.

X. ANNIVERSARY DATE

The first day you report to work will be recorded in Driscoll Foods' records as your Anniversary Date. Your Anniversary Date may be used to calculate your eligibility to receive and/or participate in various Company benefits/benefit plans. If you have any questions regarding your Anniversary Date, please see Human Resources.

XI. BENEFITS/BENEFIT PLANS

Driscoll Foods offers certain benefits/benefit plans. This Handbook describes the current benefits/benefit plans maintained by Driscoll Foods. Driscoll Foods refers you to the actual plan documents and summary plan descriptions if you have any specific questions regarding the benefit plans. Those documents are controlling.

Driscoll Foods reserves the right to modify its benefits/benefit plans at any time at its sole and exclusive discretion. Driscoll Foods will keep you informed of modifications to its benefits/benefit plans as Driscoll Foods deems appropriate or necessary.

XII. HOLIDAYS

Driscoll Foods typically observes the following holidays during the year:

New Years' Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas

Employees who are warehouse workers and/or drivers must be present at work the day before and after the holiday in order to receive holiday pay unless the employee is on a pre-scheduled day(s) off. A Driscoll Foods recognized holiday that occurs on a Saturday or Sunday will be observed on either the preceding Friday or the following Monday to be determined at Driscoll Foods' sole and exclusive discretion.

XIII. PAID TIME OFF (PTO)

The Company recognizes that there are various reasons that employees need time off from work, and as such, Driscoll Foods has established a Paid Time Off (PTO) policy. PTO provides more flexibility when it comes to time off by combining PTO, sick and personal leave. The employee is responsible for managing their own PTO hours to allow for enough time to cover PTO, illness or disability, appointments, emergencies, or other situations that require time off from work.

Job requirements are considered when reviewing PTO schedule requests by PTO eligible employees. Length of service will be considered in the event a conflict of PTO schedule requests arises. Upon termination or resignation, unused PTO is forfeited.

Eligible employees are required to take the annual PTO to which they are entitled in the year in which it is earned. The PTO year shall mean the 12-month period from January 1st to December 31st.

Driscoll Foods provides PTO time that is in excess of what New Jersey Earned Sick Leave and New York Labor Law §196-b currently requires.

An employee is eligible to utilize PTO after 90 days of employment with the Company and under the law, an employee can use paid sick leave for any of the following reasons:

- The diagnosis, care, treatment, or recovery from an employee's own mental or physical illness, injury or condition, or, for their preventative care

- The diagnosis, care, treatment, or recovery from a family member’s own mental or physical illness, injury or condition, or, for their preventative care
- To deal with domestic violence or sexual assault experienced by an employee, or experienced by one of their family members
- If an employee’s place of business, or their child’s school, or place of care has been closed by order of a public official for any health-related reason
- If a public health official has determined that an employee or a member of their family could jeopardize the health of others
- For an employee to attend a school-related conference, meeting, function or other event, or to attend a meeting to discuss the child’s health conditions or disability.

A family member includes a child, grandchild, sibling, spouse, domestic partner, civil union partner, parent, or grandparent of an employee, or a spouse, domestic partner, or civil union partner of a parent or grandparent of the employee, or a sibling of a spouse, domestic partner, or civil union partner of the employee, or any other individual related by blood to the employee or whose close association with the employee is the equivalent of a family relationship.

New employees will be granted the PTO days according the schedule below but they may not take any PTO until they have completed at least 90 days of employment:

<u>First Day of Work as PTO Eligible Employee</u>	<u>Available PTO in Year of First Day of Work as PTO Eligible Employee</u>
January	10 PTO Days
February	9 PTO Days
March	8 PTO Days
April	7 PTO Days
May	6 PTO Days
June	5 PTO Days
July	4 PTO Days
August	3 PTO Days
September	2 PTO Days
October	0 PTO Days
November	0 PTO Days
December	0 PTO Days

Beginning January 1st after your initial date of hire, and every January 1st after, your available PTO will be determined on a calendar year basis as follows:

Year one and Year two: 11 working days

Year three through Year six: 16 working days

Year seven through Year of
separation from employment: 21 working days

For example, a PTO eligible employee who joins the Company in March 2020 would have had 8 available PTO days in 2020. He/she will have 11 available PTO days annually effective as of January 1, 2021; 11 available PTOs days annually effective as of January 1, 2022; 16 available PTO days annually effective as of January 1, 2023; and 21 available PTO days annually effective January 1, 2027.

PTO eligible employees are encouraged to take all available PTO days. PTO days may not be carried over from one year to the next or borrowed against future eligibility. Unused PTO is forfeited.

PTO eligible employees are to submit their requested PTO schedules to their immediate supervisors for review and approval. In the event a requested PTO schedule is approved, the PTO eligible employee may take the requested scheduled PTO. In the event the PTO schedule requested is denied, the PTO eligible employee is to submit another PTO schedule request to his/her immediate supervisor.

A maximum of 10 consecutive PTO days may be taken by a PTO eligible employee entitled to 10 or more PTO days. PTO Request Forms are available upon request from your immediate supervisor and must be completed for PTO consideration. **PTO Request Forms requesting to take PTO other than during the month of December must be submitted at least 30 days (1 month) in advance and must be approved by the employee's immediate supervisor. PTO Request Forms requesting to take PTO during the month of December must be submitted at least 60 days (2 months) in advance and must be approved by the employee's immediate supervisor.**

When planning PTOs, Driscoll Foods asks that PTO eligible employees consider that the Company must maintain adequate staffing at all times and is exceptionally busy during the holidays, at the end of each month and at the end of each year. Accordingly, job requirements are considered when reviewing PTO eligible employees' PTO schedule requests.

XIV. TIME OFF WITHOUT PAY

An employee is not permitted to take "time off without pay" when PTO hours are available.

XV. PAYMENT-IN-LIEU OF TIME UNUSED

There will be no accumulation, carry-over or payment of unused PTO days.

XVI. TIME CLOCK

Driscoll Foods is required by law to keep legible and accurate records of each employee's time worked. A time clock is provided for your convenience in meeting this requirement. Your pay also will be determined on the basis of the time recorded on the timecard.

You must clock in or out when arriving or departing from Driscoll Foods for any reason except when on approved Company business. Altering your timecard in any way without prior written approval by your immediate supervisor or your immediate supervisor's supervisor will result in disciplinary action up to and including termination of At-Will employment.

Any changes or corrections to timecards must be pre-approved by an employee's immediate supervisor or his/her immediate supervisor's supervisor. Questions concerning the use of the time clock or work schedule may be directed to your immediate supervisor or to your immediate supervisor's supervisor.

XVII. PAYDAY

Employees currently are paid weekly on Fridays for the period that ends on the previous Saturday. If the payday falls on a non-working day, employees will be paid on the preceding workday. Driscoll Foods' reserves the right at its sole and exclusive discretion to modify the payday schedule.

Driscoll Foods requests that each employee review his/her paycheck for accuracy. In the event an employee discovers an error in his/her paycheck, he/she is to report it immediately to Human Resources who will provide assistance to correct the error.

XVIII. PAYCHECK DEDUCTIONS

Driscoll Foods is required by law to make certain deductions from your paycheck each pay period. Such deductions typically include Federal and State taxes and Social Security (FICA) taxes. Depending upon the state in which you are employed and the benefits you choose, there may be additional deductions. All deductions and the amount of the deductions are listed on your paystub. These deductions are totaled each year for you on your Form W-2, Wage and Tax Statement.

XIX. GARNISHMENT/CHILD SUPPORT

When an employee's wages are garnished by a Court Order, Driscoll Foods is legally bound to withhold the amount indicated in the Garnishment Order from the employee's paycheck. Driscoll Foods will honor Federal and applicable State guidelines that protect a certain amount of an employee's income from being subject to garnishment.

XX. DIRECT DEPOSIT

You have the option of receiving your pay in a payroll check or having your pay deposited into your bank account through our direct deposit program.

XXI. DRIVER'S LICENSE/DRIVING RECORD

Employees in positions where the operation of a motor vehicle is an essential duty of the position must present and maintain a valid driver's license and a driving record that is acceptable to the Company's insurer. Changes in your driving record must be reported to your immediate supervisor or the Transportation Manager immediately. Violation of this policy will result in disciplinary action up to and including termination of At-Will employment.

XXII. IMMIGRATION REFORM AND CONTROL ACT

In compliance with the Federal Immigration Reform and Control Act of 1986 (IRCA), as amended, Driscoll Foods is committed to employing only individuals who are authorized to work in the United States.

Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present non-expired documentation establishing identity and employment authorization. If an employee is authorized to work in the United States for a limited time period, the individual will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by Driscoll Foods.

XXIII. NEW EMPLOYEE ORIENTATION

Each employee of Driscoll Foods is given a copy of this Handbook, which replaces and supersedes any and all prior Driscoll Foods Employee Handbooks. After reading this Handbook, each employee is required to execute the Employee Acknowledgement Form and return it to Human Resources. In the event an employee fails to execute the Employee Acknowledgement Form and return it to Human Resources within 5 days of receipt of this Handbook, he/she will be subject to disciplinary action up to and including termination of At-Will employment. In addition, upon joining Driscoll Foods, each employee will be asked to complete personnel, payroll and benefit forms. In the event an employee fails to provide personnel, payroll and benefit forms upon request by the Company, he/she will be subject to disciplinary action up to and including termination of At-Will employment.

If you misplace your Handbook or it becomes damaged, please notify Human Resources as soon as possible to obtain a replacement copy.

Please see Human Resources or your immediate supervisor if you have any questions about this Handbook and or your job responsibilities.

XXIV. ATTENDANCE

Driscoll Foods places a high priority on employing and retaining employees who accept responsibility to perform assigned duties conscientiously and in a professional manner. Employees are expected to report to work as scheduled, on time and prepared to start working. Employees also are expected to remain at work for their entire work schedule. Late arrival, early departure or other absences from scheduled hours are disruptive and must be avoided. Any employee who cannot meet his/her work schedule is required to personally contact his/her immediate supervisor at least 1 hour prior to the start of the employee's work day.

This policy does not apply to absences covered by the Family and Medical Leave Act (FMLA) or leave provided as a reasonable accommodation under the Americans with Disabilities Act (ADA). These exceptions are described in separate policies.

If it is necessary for an employee to be absent or late for work because of an illness or an emergency, the employee must notify his or her supervisor at least 1 hour prior to the start of the employee's work day. If the employee is unable to call, he or she must have a representative make the call.

If you are absent from work because of illness or injury for 3 or more days, you must, when you return to work, deliver to your immediate supervisor a document signed by your attending physician stating that you were examined and/or received treatment for your illness from that physician. Failure to deliver such a statement upon your return to work will result in disciplinary action up to and including termination of At-Will employment.

In the event an employee exceeds the allowed amount of time off or is excessively tardy to be determined at the sole and exclusive discretion of Driscoll Foods, he/she will be subject to disciplinary action up to and including, termination of At-Will employment.

Any employee who fails to report to work for a period of five days or more without notifying his or her supervisor will be considered to have abandoned the job and voluntarily terminated the employment relationship.

XXV. DRESS CODE POLICY

Employees are expected to maintain the highest standards of personal cleanliness and to present a neat and professional appearance at all times.

Our customers' satisfaction represents one of the most important and challenging aspect of Driscoll Foods' business. Whether or not your job responsibilities place you in direct customer contact, you represent Driscoll Foods with your appearance as well as your actions. The properly-attired individual helps to create a favorable image of Driscoll Foods to the public and to co-employees.

Driscoll Foods maintains a business casual environment. All employees who work in the office are expected to use discretion in wearing attire that is appropriate for the office, customer interaction and his/her job responsibilities. Driscoll Foods shall determine at its sole and exclusive discretion if the attire of an employee who works in the office is appropriate for the office, customer interaction and his/her job responsibilities. Untorn, neat jeans may be worn as long as they are dressed up with the appropriate professional top and shoes. In the event an employee fails to present a neat and professional appearance as determined at the sole and exclusive discretion of Driscoll Foods, he/she will be subject to disciplinary action up to and including termination of At- Will employment.

Closed heel shoes are required for all employees of the Company. Athletic shoes are not acceptable footwear to the Company. Tank tops and/or hats may not be worn. Garments that cover an employee's head for religious purposes or to honor a cultural tradition are appropriate attire and consistent with the Company Dress Code Policy.

Employees whose responsibilities include warehouse functions/work and/or who are drivers may be subject to a variation of the dress code for employees of the Company who work in the office. In the event an employee who is subject to an adapted dress code due to job responsibilities that include warehouse and/or driver functions/work fails to comply with the adapted dress code as set forth by his/her immediate supervisor, the employee will be subject to disciplinary action up to and including termination of At-Will employment.

The Company has designated Fridays as "dress down days". The only adaption to the Company's Dress Code Policy for Fridays is that clean athletic shoes may be worn.

In the event you have questions concerning the Company's Dress Code Policy, please contact the Human Resources Administrator.

XXVI. PERSONNEL FILE

Driscoll Foods maintains personnel files on all of its employees. It is the responsibility of each employee to notify his/her immediate supervisor or Human Resources of any change in address, telephone number and/or family status which may affect income tax status, health insurance benefits, 401(K) Plan and/or any additional benefits/benefit plans.

XXVII. CELLULAR TELEPHONES

Personal cell phone calls, texting and internet use during an employee's work hours are to be kept to a minimum. Ear pieces and blue tooth apparatus for personal cell phones are prohibited during an employee's work hours.

Employees in certain positions are issued Company cellular telephones. Company cellular telephones are to be used only for Company business.

Employees are expected to demonstrate proper care of their Company cellular telephones. If an employee loses, breaks or damages his/her Company cellular telephone, he/she is to report it to his/her immediate supervisor at once. All cellular telephones issued by Driscoll Foods are the property of Driscoll Foods and must be returned upon leaving Driscoll Foods or upon transferring to a position that does not require a Driscoll Foods cellular telephone.

The use of cellular telephones is not a work requirement for most employees. Employees who are not issued a Company cellular telephone will not be reimbursed for the use of their personal cellular telephones and are expected to make business calls from the office.

Employees are encouraged to take appropriate safety precautions when using a cellular telephone. Employees are expected to comply with applicable state laws regarding the use of cellular telephones.

Any employee who violates this Policy will be subject to disciplinary action up to and including termination of At-Will employment.

XXVIII. SEPARATION FROM EMPLOYMENT

Should you decide to leave your employment with the Company, we request that you provide Human Resources and your immediate supervisor with at least 2 weeks' advance notice: Any employee who is rehired must serve a new introductory period whether or not an introductory period was previously completed. Rehired employees are considered new employees from the effective date of their re-employment for all purposes including access to benefits.

Driscoll Foods does not provide a "Letter of Reference" to former employees. Generally, upon request, Driscoll Foods will confirm a former employee's dates of employment and last job title.

All Driscoll Foods property, including this Handbook, must be returned to the Company upon resignation or termination from employment.

Employees who resign or are terminated from employment are to notify Driscoll Foods in the event of an address change during the calendar year in which the resignation or termination occurs so that tax information may be sent to the proper address and for additional years as appropriate so that information pertaining to matters including but not limited to health benefits and 401K may be sent to the proper address.

XXIX. SAFETY POLICY

Driscoll Foods strives to provide a safe and healthful work environment for employees, customers and visitors. Accordingly, Driscoll Foods has established a workplace safety program (the “Workplace Safety Program”) as identified below which sets forth a non-inclusive description of safety policies and procedures at Driscoll Foods.

Driscoll Foods provides information to employees concerning workplace safety and health issues through internal communications channels such as supervisor-employee meetings, bulletin board postings, memos and/or other forms of written communications.

The following is a non-inclusive list of some of the safety precautions Company employees must observe:

1. Notify your immediate supervisor or the Human Resources Administrator of any emergency situation of which you become aware;
2. If you are injured or become ill at work, regardless of the extent of the injury or illness, immediately notify your immediate supervisor or Human Resources;
3. Promptly report damages, defects and/or the need for repairs to equipment, machines or tools to your immediate supervisor or the Human Resources Administrator;
4. The unauthorized use or possession of alcoholic beverages or illegal drugs during work hours, on Driscoll Foods’ property, at a Driscoll Foods jobsite, at a Driscoll Foods sponsored event or while otherwise conducting Driscoll Foods business is prohibited;
5. Use, adjust and repair machines and equipment only if you are trained and qualified;
6. Get help when lifting or pushing heavy objects;
7. Understand your job responsibilities fully and follow instructions. If you are unsure of safety procedures, ask your immediate supervisor or Human Resources;
8. Know the locations, contents and use of first aid and firefighting equipment;

9. Wear personal protective equipment in accordance with the job you are performing; and
10. When using equipment, exercise care and follow all operating instructions, standards and guidelines

Pursuant to the Workplace Safety Program, Driscoll Foods conducts safety meetings. Any hazards, safety violations and suggestions related to safety issues are to be brought to the attention of the Company upon becoming aware of them and also at safety meetings. A safety suggestion box is located by the time clock. Employees are to place ideas and/or suggestions related to safety issues in that box. In addition, the Company will provide training sessions related to safety issues at certain safety meetings.

Employees are permitted to have relatives and/or friends on Driscoll Foods premises only during designated days or with prior written approval from Human Resources. A request to have relatives and/or friends on Driscoll Foods premises other than on a designated day must be made to your immediate supervisor who is to then submit it to Human Resources.

All visitors including contractors, brokers and customers must sign in at the reception desk. All visitors including office employees must be escorted by a warehouse supervisor and/or manager while in the warehouse at all times. No sales personnel are permitted to walk through warehouse aisles for any reason unless accompanied by a warehouse supervisor or manager. No employee is permitted to select his/her "Will Calls" under any circumstances. The "Will Call" office will do its best to dispatch employees promptly and safely. If you need a date check or a case pulled for inspection or samples, you are to call the inventory department and if no one in that department is available you are to call a warehouse manager. Access to the warehouse should be limited to the "Will Call" entrance, office entrance and transportation office only. No one is to travel up a warehouse ramp or in or out of any open door within the warehouse other than as set forth above.

Each employee is expected to obey safety rules and exercise caution in all activities while at work. Employees must immediately report any unsafe condition to his/her immediate supervisor. Any employee who violates a safety standard, causes a hazardous or dangerous situation or fails to promptly report or remedy a hazardous or dangerous situation of which he/she becomes aware will be subject to disciplinary action up to and including termination of At-Will employment.

A violation of any provision of this Workplace Safety Program is itself an unsafe act which will subject an employee to disciplinary action up to and including termination of At-Will employment.

XXX. ALARM EVACUATION POLICY

Driscoll Foods is equipped with an alarm system that will sound when employees need to evacuate the premises. Periodically, Driscoll Foods will test the alarms and employees will receive notice via the paging system that it is only a test. **In the case of a test, please do not evacuate the building unless notified otherwise. In ALL other instances when the alarm sounds employees MUST evacuate the building expediently.** Once you are outside, a representative from Driscoll Foods will act as the Fire Monitor and guide you as to where to go. The drill is not a break and employees are not allowed to smoke, enter their vehicles or leave the site. All employees must be present to be accounted for. Several assigned representatives of Driscoll Foods will assist the Fire Department; only those employees will interact with the Fire Department and will be allowed close to the building. If you are not a representative assigned by Driscoll Foods, you must proceed to the designated area.

EVACUATION GUIDELINES:

Employees

1. Prepare and evacuate the building by way of the nearest emergency exit. Walk; do not run.
2. Close but do not lock all doors as you leave.
3. Before exiting through any closed door, check for heat and the presence of fire behind the door by feeling the door with the back of your hand. If the door feels very warm or hot to the touch, advise everyone to proceed to another exit.
4. In the event you are unable to exit the building:
 - a. Remain calm; do not panic.
 - b. Remain low; crawl if necessary.
 - c. Place a cloth, wet if possible, over your mouth to serve as a filter.
 - d. Signal for help from a window. Use a towel, clothing, sign, etc.
5. Upon exiting the building and proceeding to the assembly area, remain at least 20 feet away from the building walls and overhangs. Do not block any driveways, as Fire Department personnel will need access to these areas. Employees are requested to report to their assigned assembly areas as defined by your Fire Monitor.
6. The cessation of an alarm/departure of the fire department is not an “all clear” to re-enter the building as corrective measures may still be in progress. Stay clear of the building until your appointed fire monitor has advised you to re-enter the building/area.
7. Assist visitors during alarm/emergency situations. Visitors may not be aware of exits/alternative exits and the procedures that should be taken during alarm situations. Employees should calmly inform visitors of the proper actions to be taken and assist them with the evacuation.

XXXI. ON-THE-JOB INJURY

Occasionally, an employee may incur an on-the-job injury. It is important that the incident be reported and care rendered to the injured party as soon as possible.

After the individual has received aid if appropriate, an accident report is to be completed and immediately provided to your immediate supervisor for review and follow up. You may obtain an accident report from Human Resources.

XXXII. BUSINESS TRAVEL/BUSINESS TRAVEL EXPENSES

Driscoll Foods will reimburse employees for reasonable business travel expenses incurred while on authorized assignments away from the standard work location. All business travel must be approved in writing in advance by your immediate supervisor.

When approved in writing in advance by your immediate supervisor, the actual costs of travel, meals, lodging and other expenses directly related to accomplishing business travel objectives will be reimbursed by Driscoll Foods and you will be reimbursed for your mileage in accordance with current IRS guidelines.

Any employee who is involved in an accident while traveling on business must promptly report the incident to his/her immediate supervisor. Vehicles owned, leased or rented by Driscoll Foods may not be used for personal use without prior written approval.

Cash advances to cover reasonable anticipated expenses may be made to employees after travel has been approved. In the event the cash advances are approved in writing, employees are to submit written requests to their immediate supervisor for cash travel advances.

When travel is completed, employees are to submit completed travel expense reports within 30 days. Reports are to be accompanied by receipts for all individual expenses.

Employees are to contact their immediate supervisor for guidance and assistance on procedures related to travel arrangements, travel advances, expense reports, reimbursement for specific expense(s) or any other business travel issues if they have questions.

Employees who abuse this Policy including without limitation falsifying expense reports to reflect costs not incurred by the employee will be subject to disciplinary action up to and including termination of At-Will employment.

XXXIII. COMPUTER, E-MAIL AND COMMUNICATION SYSTEM POLICY

All business equipment and systems including without limitation computer hardware and software, electronic and telephone communications systems, webspace, facsimile equipment and telecopiers owned, provided or leased by Driscoll Foods (individually and collectively, “Driscoll Foods information systems and equipment”) and all communications and stored information transmitted, received or contained in Driscoll Foods’ information systems and equipment are Driscoll Foods’ property and are to be used solely for job-related purposes.

To ensure proper use of Driscoll Foods information systems and equipment, Driscoll Foods may monitor the use of these information systems and equipment including without limitation internet usage from time to time. Employees are advised that e-mail communications and internet usage should not be considered private and may be monitored. E-mail communications, whether sent or stored, are subject to review by Driscoll Foods. In addition, such communications may be subject to disclosure to outside third-parties under certain circumstances including law enforcement agencies and the court system.

Driscoll Foods strictly prohibits non-job-related use of its information systems and equipment. Driscoll Foods also prohibits employees from using passcodes, accessing files or retrieving any stored communication without prior authorization from Human Resources, the President or the Executive Vice President. No employee may use a passcode that is unknown to Driscoll Foods on Driscoll Foods information systems and equipment. When using Driscoll Foods information systems and equipment, employees are to be guided by the following:

- **System Is Proprietary.** The Driscoll Foods information systems and equipment is proprietary to Driscoll Foods and should be used for Driscoll Foods purposes only.
- **Employee Obligation To Maintain Confidentiality.** Only authorized parties should receive Driscoll Foods-related and/or customer-related e-mail communications, information and documents.
- **Employee Accounts Are Not Private.** Driscoll Foods may monitor and access information found on/over the Driscoll Foods e-mail system.
- **Employee Internet Usage Is Not Private.** Driscoll Foods may monitor internet usage by its employees on Driscoll Foods information systems and equipment.
- **Passwords Do Not Ensure Privacy.** Confidentiality cannot be assured with the use of e-mail, even when passwords are used.
- **Harassment, Intimidation And Discrimination Are Banned.** Any violation of Driscoll Foods’ anti-harassment, anti-intimidation and/or anti-discrimination policies via the Driscoll Foods information systems and equipment will be a basis for disciplinary action up to and including termination of At-Will employment.

- **Driscoll Foods’ Right To Access And Monitor Documents, Communications And Information And Monitor The Content Of Documents, Communications And Information.** Driscoll Foods may access, retrieve, monitor, monitor the content, read, and/or delete documents, communication or information found on, sent and/or received via the Driscoll Foods e-mail system.
- **Driscoll Foods’ Right To Access And Monitor Documents, Communications And Information And Monitor The Content Of Documents, Communications And Information Sent Via Personal, Password-Protected, Web-Based E-Mail Accounts Accessed Through Driscoll Foods Information Systems And Equipment.** Driscoll Foods may access, retrieve, monitor, monitor the content, read, and/or delete documents, communications or information found on, sent and/or received via personal, password-protected, web-based e-mail accounts accessed through Driscoll Foods information systems and equipment.
- **Driscoll Foods’ Right And Ability To Forensically Access, Retrieve And Read E-Mail Communications, Information And Documents Sent Or Received Via Personal, Password-Protected, Web-Based E-Mail Accounts Accessed Through Driscoll Foods Information Systems And Equipment.** Driscoll Foods may forensically access, retrieve and read e-mail communications, information and documents sent or received via personal, password-protected, web-based e-mail accounts accessed through Driscoll Foods information systems and equipment. Driscoll Foods stores the contents of such e-mail communications, information and documents on a hard drive.
- **Driscoll Foods’ Right And Ability To Forensically Access, Retrieve And Read E-Mail Communications, Information And Documents Sent Or Received Via Driscoll Foods Information Systems And Equipment.** Driscoll Foods may forensically access, retrieve and read e-mail communications, information and documents sent or received via Driscoll Foods information systems and equipment. Driscoll Foods stores the contents of such e-mail communications, information and documents on a hard drive.
- **Reporting Abuses.** Any abuse of the e-mail system must be immediately reported to the President or the Executive Vice President.

A violation of this Computer, E-Mail and Communication Systems policy will result in disciplinary action up to and including termination of At-Will employment.

This policy is not to be applied or interpreted as interfering with employees’ rights to engage in protected concerted activities.

XXXIV. SOCIAL MEDIA POLICY

Pursuant to the Driscoll Foods Social Media Policy, social media includes all means of communicating or posting information or content of any type on the internet, including your own or another person’s web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or chat room, whether or not associated or affiliated with Driscoll Foods, along with any

other form of electronic communication. Driscoll Foods recognizes that the use of social media may carry risks as well as rewards. You are reminded that any of your conduct that adversely affects your job performance, the performance of your co-employees or that otherwise adversely affects co-employees, customers, suppliers, vendors, individuals who work on behalf of Driscoll Foods or Driscoll Foods' legitimate business interests may result in disciplinary action up to and including termination of At-Will employment.

Harassment, intimidation and discrimination are prohibited at Driscoll Foods. Inappropriate postings that may include discriminatory remarks, harassment, threats of violence or intimidation or similar unlawful or inappropriate conduct will not be tolerated at Driscoll Foods and may subject you to disciplinary action up to and including termination of At-Will employment.

Employees are expected to be fair and courteous to co-employees, customers, suppliers, vendors and other individuals who work on behalf of Driscoll Foods. Employees are encouraged to attempt to resolve work-related complaints by speaking directly with your co-employees or by utilizing Driscoll Foods' Open Door Policy and additional complaint procedures as set forth in the Handbook. If you elect to post complaints or criticism to a social media outlet, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that defame co-employees, customers, suppliers, vendors or other individuals who work for Driscoll Foods, or that might constitute harassment, discrimination or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability or any other status protected by law or Driscoll Foods policy.

Employees are encouraged to be honest and accurate when posting information or news to a social media outlet and to promptly correct any errors in postings. Employees are reminded that the Internet archives are extensive and that even deleted postings can be searched.

Employees are to maintain the confidentiality of Driscoll Foods' Confidential Information and Company Property as set forth in this Handbook. Accordingly, employees are prohibited from posting Driscoll Foods Confidential Information or Company Property. Employees are prohibited from creating a link from their blog, website or other social networking site to a Driscoll Foods website without identifying themselves as Driscoll Foods employees.

Employees are prohibited from representing themselves as spokespersons for Driscoll Foods when posting to a social media outlet, If Driscoll Foods is a subject of the content you are creating, be clear about the fact that you are an employee of Driscoll Foods and that your views do not necessarily represent those of Driscoll Foods, co-employees, clients, suppliers, vendors or other individuals who work on behalf of Driscoll Foods. In the event you publish a blog or post online related to the work you perform or subjects associated with Driscoll Foods, make it clear that you are not speaking on behalf of Driscoll Foods. Driscoll

Foods recommends that you use a disclaimer that the postings on the site are your own and do not necessarily reflect the views of Driscoll Foods.

Employees are prohibited from using social media during their work hours or on Driscoll Foods information systems and equipment, unless it is authorized in writing by Human Resources, the President or the Executive Vice President. Employees are prohibited from using Driscoll Foods e-mail addresses to register on social networks, blogs or other online tools utilized for personal use. Driscoll Foods prohibits retaliation against an employee for reporting a potential deviation from this policy or for cooperating in an investigation into a possible deviation from this policy. Any employee who retaliates against a co-employee for reporting a possible deviation from this policy or for cooperating in an investigation into a possible deviation from this policy will be subject to disciplinary action up to and including termination of At-Will employment. Employees are prohibited from communicating with the media on Driscoll Foods' behalf without obtaining the prior written authorization from Human Resources, the President or the Executive Vice President to do so. Media inquiries should be directed to Human Resources, the President or the Executive Vice President.

In the event an employee has any questions or requires further guidance about the Driscoll Foods Social Media Policy, he/she is to contact Human Resources, the President or the Executive Vice President.

XXXV. SOLICITATION/DISTRIBUTION

Driscoll Foods prohibits unauthorized solicitations on its premises whether made by employees, individuals or groups not employed with Driscoll Foods, as set forth below:

Definitions

Solicitation – For the purpose of this policy, “solicitation” shall mean any form of solicitation, whether for membership, subscriptions, money, gifts, or the purchase of merchandise, tickets, or services.

Distribution – For the purpose of this policy, “distribution” shall mean the distribution of any literature, merchandise or item that is not being distributed in the normal course of the business of Driscoll Foods.

Employees of Driscoll Foods may not engage in solicitation or distribution during their work hours or during the work hours of any employee to whom the solicitation or distribution is directed. “Work Hours” is an employee’s work hours during which he/she is expected to be performing his/her actual duties and shall exclude an employee’s own time such as legally required and/or approved break times and meal periods.

XXXVI. EMPLOYEE CONDUCT AND DISCIPLINE

Driscoll Foods' customers rely upon the Company to provide a consistent level of excellence in providing food products and services. In order for Driscoll Foods to provide that level of service, each employee is expected to meet certain standards of performance, conduct and attendance and to adhere to Driscoll Foods' policies and procedures. When an employee fails to adhere to Driscoll Foods' standards of performance, conduct and/or attendance and/or fails to adhere to Company policies and procedures, he/she will be subject to disciplinary action up to and including termination of At-Will employment.

While Driscoll Foods maintains the right to terminate any employment relationship at any time with or without any verbal or written warning, suspension, notice or cause, disciplinary action may take one or more of the following forms:

- (1) **Verbal Warning.** An employee may in certain situations initially receive a verbal warning in the event his/her performance, conduct or attendance fails to meet Company requirements or he/she fails to adhere to Company policies and procedures. This verbal warning generally will identify the specific areas of performance, conduct or attendance that fails to meet the requirements or expectations of the Company, a plan and time frame for improvement by the employee and a warning that in the event the issue continues, it will lead to disciplinary action up to and including termination of employment. A notation of a verbal warning is placed in the personnel record of the employee.
- (2) **Written Warning.** Written warning may be issued by an employee's immediate supervisor and/or Human Resources Administrator in the event an employee's performance, conduct or attendance fails to meet Company standards or he/she fails to adhere to Company policies and procedures. A written warning generally contains an explanation of the issue, an explanation of the expected level of performance, improved conduct or attendance that is required, a time frame for the improvement and a warning that in the event the issue continues, it will lead to disciplinary action up to and including termination of employment. A written warning is placed in the personnel record of the employee.
- (3) **Suspension.** An employee may be suspended without pay in the event the employee's performance, conduct or attendance fails to meet Company standards or he/she fails to adhere to Company policies and procedures. A notation of a suspension without pay is placed in the personnel record of the employee.
- (4) **Termination of Employment.** **Any employee of Driscoll Foods may be terminated from employment at any time with or without notice or cause.** In addition, in the event Driscoll Foods determines in its sole and exclusive discretion that an employee's performance, conduct or attendance fails to meet Company standards or that he/she has failed to adhere to Company

policies and procedures, Driscoll Foods may immediately terminate the employment relationship with that employee. A notation of the termination of employment will be placed in the personnel record of the employee.

It is not possible to identify all of the forms of behavior considered unacceptable by Driscoll Foods that may result in disciplinary action up to and including termination of At-Will employment.

Accordingly, the following is a non-inclusive list of examples of behavior considered unacceptable by Driscoll Foods and/or violations of Driscoll Foods' policies and/or procedures that may result in disciplinary action up to and including termination of At-Will employment:

- Violation of any of the provisions of this Handbook;
- Falsification of employment application or other verbal or written information relating to a person's application for employment;
- Falsification of any information pertaining to post-offer, pre-employment information, production reports or other Company documents, whenever discovered;
- Bullying, fighting, threatening, intimidating, harassing, or coercing any employee of the Company, any customer of the Company or any third-party;
- Violation of Company safety rules or Federal or State OSHA regulations;
- Possession of firearms, explosives or weapons of any kind on Company property, while operating Company-owned or Company-leased vehicles or equipment, at any Company- sponsored event or while conducting Company business;
- Any action which jeopardizes the safety of employee(s) or Company property;
- Failure to comply with regulations regarding smoking;
- Walking off the job without permission;
- Interference with Company operations;
- Negligent, careless or reckless behavior resulting in poor work product, loss of materials, equipment and/or time;
- Negligent, careless or reckless use of Company equipment and property;
- Theft;
- Misrepresentation or falsification of timekeeping records;

- Clocking in or out for another employee;
- Altering or signing another employee's timecard;
- Absence or tardiness without authorization or notification pursuant to the Handbook;
- Excessive tardiness;
- Immoral or indecent conduct on Company property;
- Profanity;
- Conviction of a crime;
- Bringing unauthorized visitors onto Company property;
- Stopping work early without the express written authorization of the employee's immediate supervisor;
- Failure to cooperate with Driscoll Foods or hindering Driscoll Foods in its investigation of employee issues or complaints;
- Poor housekeeping including but not limited to failing to return tools and/or equipment to their proper storage at the end of work time;
- Excessive personal cell phone calls, texting and/or internet use by an employee during an employee's work hours;
- Engaging in social media including without limitation game applications by an employee during the employee's work hours;
- Use of ear piece or blue tooth apparatus for personal cell phones by an employee during the employee's work hours;
- Excessive and/or unauthorized use of the Company telephone;
- Unprofessional telephone conduct with customers or members of the public;
- Unauthorized disclosure or use of Confidential Information or Company Property;
- Unauthorized or improper use Company information systems and equipment;
- Inappropriate removal of Company property from Company premises or any Company jobsite;
- Working under the influence of alcohol or illegal drugs;

- Possession, distribution, sale, transfer or use of alcohol on Company property, at a Company jobsite, while operating Company-owned or Company- leased vehicles or equipment or while otherwise conducting Company business;
- Possession, distribution, sale, transfer or use of illegal drugs on Company property, at a Company jobsite, while operating Company-owned or Company- leased vehicles or equipment, at any Company sponsored event or while otherwise conducting Company business;
- Fighting or threatening violence in the workplace;
- Boisterous or disruptive activity in the workplace;
- Negligence or improper conduct leading to damage to Company-owned, Company-leased, customer- owned or customer-leased property;
- Insubordination or other disrespectful conduct;
- Violation of safety or health rules;
- Sexual or other unlawful forms of harassment;
- Possession of dangerous or unauthorized materials such as explosives or firearms in the workplace;
- Excessive absenteeism or any absence without notice;
- Unauthorized absence from workstation during the workday;
- Unauthorized and/or improper use of the Company's mail system or other Company-owned or Company leased equipment or property;
- Unlawful Discrimination;
- Unsatisfactory job performance or conduct;
- Excessive tardiness;
- Dishonesty;
- Falsification or misuse of Company records;
- Unauthorized disclosure of Company records concerning payroll or financial information;
- Failure to return Company property;

- Misuse of Company property;
- Use of obscene, abusive, threatening or demeaning language, behavior or gestures;
- Reporting to work under the influence of illegal drugs or alcohol or use of such on the job;
- Refusing to submit to a drug and/or alcohol test pursuant to the Company Drug and Alcohol Policy;
- Creating unsafe or unsanitary conditions;
- Creating a hostile working environment;
- Making defamatory remarks or statements about Driscoll Foods;
- Violating the Drug and Alcohol Policy; and
- Any other unlawful, unethical or inappropriate conduct.

NOTHING CONTAINED IN THIS POLICY CHANGES THE AT- WILL NATURE OF THE EMPLOYMENT RELATIONSHIP. BOTH DRISCOLL FOODS AND THE EMPLOYEE CAN TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME WITH OR WITHOUT CAUSE OR NOTICE.

XXXVII. PROFANITY

Driscoll Foods prohibits the use of profanity in any way by Company employees or third parties on Driscoll Foods' property, at any Driscoll Foods jobsite, at any Driscoll Foods sponsored event or while otherwise conducting Driscoll Foods business. Use of any derogatory epithets, profanity or name calling by employees will not be tolerated and will lead to disciplinary action up to and including the termination of At-Will employment.

XXXVIII. JURY DUTY AND WITNESS LEAVE

Employees who are summoned for jury duty or noticed/subpoenaed to appear as a witness(es) in a legal proceeding(s) will be granted leave(s) of absence as required by law.

Employees are required to provide written notice of a need for leave for jury duty or to appear as a witness(es) in a legal proceeding(s) to their immediate supervisor and Human Resources upon receipt of a summons(es), notice(es) and/or subpoena(es).

Employees are required to produce a copy of the notice(es)/summons(es)/subpoena(s) or other documentation summoning appearance upon receipt of it/them to their immediate supervisor and the Human Resources Administrator.

Employees called for jury duty or to act as a witness(es) in a legal proceeding(s) are expected to return to work each day or portion of the day that they are not selected for jury duty or called as a witness(es). In addition, while serving on jury duty or as a witnesses) in a legal proceeding, employees are to contact Human Resources each day. Employees are expected to return to work during the hours that they are not required to be in court for jury duty or to be at the legal proceeding and to return to work immediately upon release from jury duty or the legal proceeding.

XXXIX. MILITARY LEAVE

Employees who are required to fulfill military obligations in any branch of the Armed Forces of the United States or in state military service will be given the necessary time off and reinstated in accordance with Federal and State law.

The time off will be unpaid, except where State law dictates otherwise. Exempt employees may be provided time off with pay when necessary to comply with State and Federal Wage and Hour laws.

Accrued PTO may be used for this leave if the employee chooses. Military orders should be presented to his/her immediate supervisor and arrangements for leave made as early as possible before departure. Employees are required to give advance notice of their service obligations to their immediate supervisor unless military necessity makes this impossible. Employees must notify their immediate supervisor of their intent to return to employment based upon requirements of the law. Employee benefits may continue to accrue during the period of leave in accordance with State and Federal law.

Additional information regarding military leaves may be obtained from Human Resources.

XL. BEREAVEMENT LEAVE

Full time employees are eligible immediately upon hire for a leave of up to 3 days taken consecutively paid at their regular rate of pay for the death of an immediate family member. Members of the immediate family include spouses, domestic partners, civil union partners, parents, brothers, sisters, children, children of domestic partners, children of civil union partners, grandchildren, grandparents, parents in-law and parents of domestic partners or civil union partners.

Requests for bereavement leave should be made to Human Resources as soon as possible. Driscoll Foods reserve the right at its sole and exclusive discretion to request written verification of an employee's familial relationship to the deceased and his/her attendance at the services as a condition of the bereavement leave.

XLI. NEW JERSEY FAMILY LEAVE ACT AND FEDERAL FAMILY AND MEDICAL LEAVE ACT

Driscoll Foods abides by the requirements of the New Jersey Family Leave Act (the “NJFLA”) and the Federal Family and Medical Leave Act (the “FMLA”). Advance notice of leave is required pursuant to the FMLA and the FLA.

Pursuant to the New Jersey Family Leave Act (the “NJFLA”), Driscoll Foods provides covered employees up to 12 weeks leave of absence in any 24-month period based upon the birth or adoption of a child or the serious health condition of a child, parent, spouse, or partner in a civil union couple. An employee is covered under the NJFLA if he/she has been employed within New Jersey by Driscoll Foods for at least 12 months, and for at least 1,000 base hours, during the 12-month period immediately preceding the leave.

Pursuant to the Federal Family and Medical Leave Act (the “FMLA”), Driscoll Foods provides leave of absences to employees who have been employed by Driscoll Foods (1) for at least 12 months and (2) for at least 1,250 hours during the previous 12-month period. The circumstances warranting leave pursuant to the FMLA are:

1. Birth of a son or daughter and to care for that son or daughter;
2. Placement of a son or daughter with the employee for adoption or foster care;
3. Serious health condition of a spouse, son, daughter or parent for which employee will render care;
4. Serious illness or injury of the spouse, child, parent, or next of kin of a service member who has sustained a serious illness or injury in the line of active duty;
5. Serious health condition of employee which renders him/her unable to perform functions of his/her position;
6. Any qualifying exigency arising out of the fact that the spouse, child, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

The duration and timing of an FMLA Leave is as follows:

1. Up to 12 weeks of leave during any 12-month period;

2. Up to 26 weeks of leave during a single 12-month period to care for a service member who is the employee's spouse, child, parent or next of kin, and has sustained a serious illness or injury incurred in the line of active duty; the single 12-month period is applied on a per-covered service member, per-injury basis;
3. Leave to care for a covered service member, when combined with any other FMLA leave taken during a single 12-month period, will not exceed a combined total of 26 weeks;
4. Entitlement to leave for birth or adoption expires after 12 months; i.e., it must be concluded in 12 months.

Requests for additional information concerning the NJLA and/or the FMLA should be directed to Human Resources.

XLII. NEW JERSEY PAID FAMILY LEAVE LAW

Driscoll Foods complies with the rules and regulations of the New Jersey Paid Family Leave Law ("PFL"). The PFL was enacted into law as part of New Jersey's Temporary Disability Insurance Law. The PFL allows eligible employees to collect up to six (6) weeks of benefits in order to compensate for wage loss because of the need to take leave to care for a family member with a serious health condition or to care for or bond with a newborn or newly adopted child during the first 12 months after the child's birth or placement with the eligible individual for adoption. To be eligible for the PFL benefits, the employee must be "employed" as defined by the New Jersey unemployment compensation law. The PFL does not provide any job protection for an employee who takes a Paid Family Leave pursuant to the PFL and does not require Driscoll Foods to reinstate an employee who has taken a Paid Family Leave pursuant to the PFL.

XLIII. GROUP HEALTH INSURANCE, DENTAL INSURANCE AND VISION INSURANCE

After 90 days of employment, Driscoll Foods makes available group health insurance, dental and vision insurance to its eligible employees and pays a percentage of the cost. Dependent coverage is available at a cost which is payroll deductible. Coverage begins on the 91st day of employment with Driscoll Foods. Employees will be furnished identification cards which should be carried at all times. A description of the health insurance benefits provided under the Driscoll Foods group health insurance, dental insurance and vision insurance plans will be made available to you when you become eligible. (the "Plan Documents").

This is a non-inclusive summary description of Driscoll Foods group health insurance, dental and vision insurance benefits. Please refer to the Plan Documents for additional information concerning the Driscoll Foods Group Health Insurance, Dental Insurance and Vision Insurance Plans.

Driscoll Foods maintains the right to modify, amend or delete any benefit at any time.

XLIV. GROUP TERM LIFE INSURANCE

Driscoll Foods offers group term life insurance coverage for its eligible employees and pays the premiums for that coverage. An employee must meet insurance company underwriting standards to be eligible for such insurance. If the insurance company providing the group term life insurance determines that an employee is not insurable, then he/she will not receive group term life insurance.

Employees who are insured under Driscoll Foods Group Term Life Insurance will be asked to name a beneficiary.

This is a non-inclusive summary description of Driscoll Foods group term life insurance benefits. Please refer to the Plan Documents for additional information concerning the Driscoll Foods Group Term Life Insurance Plan.

Driscoll Foods maintains the right to modify, amend or delete any benefit at any time.

XLV. DISABILITY INSURANCE

Driscoll Foods offers long-term disability coverage for its eligible employees.

This is a non-inclusive summary description of Driscoll Foods Disability Insurance. Please refer to the Plan Documents for additional information concerning the Driscoll Foods Disability Insurance Plan.

Driscoll Foods maintains the right to modify, amend or delete any benefit at any time.

XLVI. 401(K) PLAN

Driscoll Foods has established a 401 (K) plan for the benefit of its eligible employees after 90 days of employment.

When an employee enters the plan, he/she will receive a summary plan description describing the provision of the plan in more detail.

This is a non-inclusive summary description of the Driscoll Foods 401 (K) Plan. Please refer to the Plan Documents for additional information concerning the Driscoll Foods 401 (K) Plan.

Driscoll Foods maintains the right to modify, amend or delete any benefit at any time.

XLVII. BENEFITS CONTINUATION

The Federal Consolidated Omnibus Budget Reconciliation Act (Cobra) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the Driscoll Foods’ health insurance plan when a “qualifying event” would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment or death of an employee; a change in employee classification or leave of absence; an employee’s divorce or legal separation; and a dependent child no longer meeting eligibility requirements. The employee or beneficiary pays the full cost of coverage at Driscoll Foods’ group rates plus an administration fee.

XLVIII. SOCIAL SECURITY

During your employment, Driscoll Foods and you 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.

XLIX. UNEMPLOYMENT INSURANCE

Upon separation from employment, you may be entitled to State and Federal Unemployment Insurance Benefits. Information about unemployment insurance can be obtained from the Benefits Office.

L. WORKERS COMPENSATION INSURANCE

Driscoll Foods carries workers compensation insurance coverage as required by law to protect employees who are injured on the job. This insurance provides medical, surgical and hospital treatment in addition to payment for loss of earnings that results from work-related injuries.

LI. BUSINESS HOURS

Due to the nature of our business, your work schedule may vary depending upon your job. Check with Human Resources if you have questions about your hours of work.

LII. MEALTIME

A 30 minute unpaid meal break should be taken each day. Your immediate supervisor will approve the scheduling of this time.

LIII. BREAKS

Two 15 minute paid breaks will be approved by your immediate supervisor each day. In addition, lactation breaks consistent with law are permitted.

LIV. INTERNAL COMPLAINT REVIEW POLICY AND PROCEDURE

The purpose of the Internal Complaint Review Policy and Procedure is to afford all employees of Driscoll Foods the opportunity to seek internal resolution of their work-related complaints. This policy is intended to supplement the Open-Door Policy set forth in this Handbook which states the philosophy of Driscoll Foods that all employees have free access to their immediate supervisors or to other Company supervisors of their choice to informally express their work-related concerns.

Procedure

1. Filing of Complaint. Employees who have complaints should submit written complaints to their immediate supervisor as soon as possible after the event(s) that give rise to the employee's work-related concerns. If the immediate supervisor is unavailable or the employee believes it would be inappropriate to contact that person, the employee should immediately contact the President or the Executive Vice President. The written complaint should set forth in detail the basis of the employee's complaint.

2. Investigation, Findings and Conclusions. Human Resources or his/her designee dates or logs all written complaints and sends the employee submitting the complaint an acknowledgement that the complaint is under review.

Human Resources or his/her designee investigates the complaint, meeting separately with the employee and with others who are either named in the complaint or who may have relevant knowledge of the facts set forth in the complaint. Driscoll Foods will attempt to treat all internal complaints and their investigation as confidential, recognizing however that in the course of investigating and resolving internal complaints some dissemination of information to others may be appropriate as determined at the sole and exclusive discretion of Driscoll Foods.

On completion of the investigation, Human Resources verbally reports his/her findings and conclusions to the employee, the findings and conclusions are documented in written form by Human Resources and the employee is requested to execute the documented findings and conclusions.

Non-Retaliation

If an employee has filed a complaint in good faith, the employee will not be subject to disciplinary action or otherwise penalized as a result of filing the complaint regardless of whether or not the complaint is sustained.

DRISCOLL FOODS IN ITS SOLE AND EXCLUSIVE DISCRETION RESERVES THE RIGHT TO OMIT ANY OR ALL OF THE AFOREMENTIONED STEPS OF THE INTERNAL COMPLAINT REVIEW POLICY AND PROCEDURE.

NOTHING CONTAINED IN THIS POLICY CHANGES THE AT-WILL NATURE OF THE EMPLOYMENT RELATIONSHIP. BOTH DRISCOLL FOODS AND THE EMPLOYEE CAN TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME WITH OR WITHOUT CAUSE OR NOTICE.

LV. WORKPLACE SEARCHES

To protect the property of Driscoll Foods and its employees and to ensure the safety of Driscoll Foods' employees, Driscoll Foods maintains the right to conduct workplace searches and inspections consistent with applicable law at its sole and exclusive discretion including without limitation pursuant to an investigation into any violation or suspected violation of workplace or work-related misconduct. For purposes of this Workplace Search Policy, the workplace that is subject to searches and inspections (the "Workplace Search and Inspection Area") is defined as property, areas and items that are owned, leased or managed by Driscoll Foods, Driscoll Foods job sites and Driscoll Foods delivery sites, that are related to work and generally within Driscoll Foods' control. By way of example without limitation, the Workplace Search and Inspection Area includes Driscoll Foods vehicles, hallways, cafeterias, offices, desks, file cabinets, paper files, files created, stored and/or maintained electronically, lockers and drawstring bags provided by Driscoll Foods to its employees for use only while employed by Driscoll Foods.

Driscoll Foods strictly prohibits its employees from transporting any package, parcel, backpack, duffel bag, purse, luggage, briefcase, lunchbox, handbag or carrying bag (excluding drawstring bag provided by Driscoll Foods to its employees for use only while employed by Driscoll Foods) that exceeds 8 inches by 10 inches in size onto any property owned, leased or managed by Driscoll Foods, any Driscoll Foods job site, any Driscoll Foods delivery site, or any Driscoll Foods vehicle.

Any employee who refuses to cooperate with and/or violates this Workplace Search Policy will be subject to immediate disciplinary action up to and including termination of At-Will employment.

LVI. WORKPLACE VIOLENCE, BULLYING AND WEAPONS

Driscoll Foods has a zero-tolerance policy for acts of workplace violence and/or bullying committed by or against employees. Driscoll Foods reserves the right to proactively deal with behavior that suggests a propensity towards violence even prior to any violent act occurring. This zero-tolerance policy includes a complete prohibition on the possession, use or sale of any type of weapon, firearm or explosive on Company premises, while operating Company machinery, equipment or vehicles or while engaged in Company business on or off Company premises. This policy applies to all employees including but not limited to those who possess a valid permit to carry a firearm. Any employee who instigates or participates in workplace violence, bullying or otherwise violates this policy will be subject to immediate disciplinary action up to and including termination of At-Will employment.

Prohibited conduct includes without limitation:

1. Injuring another person physically;
2. Bullying another person;
3. Engaging in conduct that creates reasonable fear of injury to another person;
4. Attempting to intimidate or instill fear in others;
5. Belligerent speech and/or excessive arguing or swearing;
6. Pattern of refusal to follow Company policies and procedures;
7. Possessing, brandishing or using a firearm or weapon while on Company premises or engaged in Company business;
8. Damaging property intentionally;
9. Threatening to injure an individual or damage property;
10. Theft or sabotage; and
11. Committing injurious acts motivated by or related to domestic violence, sexual harassment or any other form of harassment.

Employees who are aware of violations or threats of violations of this policy are required to immediately report such violations or threats of violations to his/her immediate supervisor, Human Resources or call 911.

All reports of violations or threats of violations of this policy will be kept confidential to the extent possible as determined at the sole and exclusive discretion of Driscoll Foods and will be investigated and documented. Employees are expected to participate in an investigation of any reports of violations or threats of violations of this policy and/or any violations of this policy. Violations of this policy including an employee's failure to report a violation or threat of a violation of this policy or to fully cooperate in any Driscoll Foods investigation related to same will result in disciplinary action up to and including termination of At-Will employment.

LVII. DRUG AND ALCOHOL POLICY

DRISCOLL FOODS IS AN AT- WILL EMPLOYER AND NOTHING IN THIS DRUG AND ALCOHOL POLICY CHANGES THE AT- WILL NATURE OF THE EMPLOYMENT RELATIONSHIP. BOTH DRISCOLL FOODS AND THE EMPLOYEES CAN TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME WITH OR WITHOUT NOTICE OR CAUSE.

THIS DRUG AND ALCOHOL POLICY IS NOT INTENDED TO BE AND DOES NOT CONSITUTE A CONTRACT OF EMPLOYMENT OR A WARRANTY OF BENEFITS.

PURPOSE

It is the goal of Driscoll Foods to provide a healthful, safe, alcohol-free and drug-free work environment; to provide assistance toward rehabilitation for eligible employees who seek Driscoll Foods’s help in overcoming addiction, dependency or problems relating to drug and/or alcohol abuse; and to maintain the reputation of Driscoll Foods as a trusted manufacturer and supplier of goods and services in the industry.

In furtherance of this goal and due to the serious safety and performance consequences of alcohol use/abuse and drug use/abuse in the workplace, Driscoll Foods is establishing this Drug and Alcohol Testing Policy and Procedure (the or this “Drug and Alcohol Policy “), which replaces and supersedes any and all other Driscoll Foods drug and/or alcohol policies and procedures.

It is the responsibility of employees of Driscoll Foods to cooperate and actively participate in the effort to keep alcohol and illegal drugs out of the workplace and to eliminate risks posed by over-the-counter medication or a prescribed drug that may have an adverse effect on an employee’s personal safety or job performance or the safety of co-employees, customers and/or other individuals with whom he/she may come in contact on the job, on Company property, at a Company jobsite, at a Company sponsored function or while otherwise conducting Company business.

All employees of Driscoll Foods are to comply with the Drug and Alcohol Policy. Should an employee have any questions about the Drug and Alcohol Policy, it is the employee’s responsibility to seek clarification from Human Resources.

COVERAGE

1. Eligible employees seeking rehabilitation;
2. Employees engaging in conduct which gives rise to reasonable suspicion of illegal drug(s)/controlled substance(s) use/abuse and/or alcohol use/abuse;
3. Employees involved in a workplace accident; and
4. Current employees bidding for or assigned to safety sensitive projects and/or jobs.

LABORATORY TO PERFORM TESTING

Driscoll Foods shall select a qualified laboratory to perform alcohol screening test(s) and/or illegal drug(s)/controlled substance(s) screening test(s) and to utilize appropriate procedures concerning chain-of-custody and chain of custody documentation.

POLICY

1. At the time of hire or as thereafter requested by the Company, employees are required to complete and execute a form by which the employee consents to and authorizes reasonably appropriate illegal drug(s)/controlled substance(s) and alcohol testing, disclosure of test results to the Company, and intra-Company disclosure of test results and other related information as may be reasonably necessary as determined at the sole and exclusive discretion of the Company to carry out the purposes of the Drug and Alcohol Policy (the "Consent/Authorization Form"). Refusal by an employee to complete and execute the Consent/ Authorization Form will result in termination of At-Will employment as a violation of the Drug and Alcohol Policy. If an employee who executed a Consent Authorization Form refuses to submit to the testing consented to and authorized therein, the employee will be terminated from At-Will employment for violation of the Drug and Alcohol Policy.
2. The use, sale, possession, distribution, manufacture, control or transportation of illegal drug(s) or alcohol or being under the influence of alcohol or illegal drug(s) on the job, on Company property, at a Company jobsite, at a Company sponsored function or while otherwise conducting Company business is prohibited. Employees who violate this prohibition or who are involved in illegal drug and/or alcohol activities will be subject to disciplinary action by the Company up to and including termination of At-Will employment.
3. If an employee takes an over-the-counter medication or a prescribed drug, it is the employee's obligation to determine through consultation with his/ her medical professional whether the drug may have an adverse effect on his/her personal safety or job performance or the safety of co-employees, customers and/or other individuals with whom he/ she may come in contact on the job, on Company property, at a Company jobsite, at a Company sponsored function or while otherwise conducting Company business. If the effects of the medication may have an adverse effect on the employee's personal safety or job performance or the safety of co-employees, customers and/or other individuals with whom he/ she may come in contact on the job, on Company property, at a Company jobsite, at a Company sponsored function or while otherwise conducting Company business, the employee must inform his/ her supervisor. Employees who fail or refuse to properly inform his/her supervisor pursuant to this provision of the Drug and Alcohol Policy will be subject to disciplinary action up to and including termination of At-Will employment.
4. The Company is not willing to accept any risk posed by alcohol use or abuse or illegal drug(s)/controlled substance(s) use or abuse by employees which may cause or contribute to accidents and/or additional safety problems and/or which may have an adverse effect on job performance. It is the position and policy of the Company that alcohol or illegal drug(s)/controlled substance(s) in an employee's body may have an adverse effect on the employee's personal safety and/or job performance and/or the safety of co-employees, customers and other individuals with whom he/she may come in contact on the job, on Company property, at a Company jobsite, at a Company sponsored function or while otherwise conducting Company business, even if the effect of the alcohol or illegal drug(s)/controlled substance(s) is not readily apparent to the layperson. Notwithstanding the aforementioned prohibition, the Company recognizes that certain social events may be conducted on Company property, at a Company jobsite or at Company sponsored function at which alcohol may be provided or available. In those circumstances, employees are prohibited

from consumption of alcohol which results in them being impaired, under the influence or intoxicated pursuant to the law. At all other times, alcohol consumption is prohibited on the job, on Company property, at a Company jobsite, at a Company sponsored function or while otherwise conducting Company business.

**Accordingly, the Drug and Alcohol Policy strives for and requires an
“Alcohol and Drug Free” work force.**

5. The Company at its sole and exclusive discretion may require an employee involved in a workplace accident to submit to an alcohol and/or illegal drug(s)/controlled substance(s) test(s). An employee shall be deemed to be involved in a workplace accident if he/she is in any way associated with the accident and shall encompass without limitation, any employee who directly or indirectly causes injury to any person or damage to any property or any employee who suffers injury as a result of the accident.
6. Illegal drug(s) /controlled substance(s) testing and/or alcohol testing also may be required at any time during the course of employment if the Company has reasonable suspicion or cause to believe (“Reasonable Suspicion”) that illegal drug(s)/controlled substance(s) or alcohol use or abuse by an employee is or may be having an adverse effect on the employee’s personal safety or job performance or the safety of co-employees, customers and/or other individuals with whom he/ she may come in contact on the job, on Company property, at a Company jobsite, at a Company sponsored function or while otherwise conducting Company business. Illegal drug(s)/controlled substance(s) testing and/or alcohol testing also may be required when objective evidence establishes a Reasonable Suspicion that an employee is impaired due to illegal drug(s)/controlled substance(s) or alcohol use or abuse or is under the influence of illegal drug(s)/ controlled substance(s) or alcohol.
7. Employees who are sent for illegal drug(s)/controlled substance(s) and/or alcohol testing as a result of being involved in a workplace accident or for “Reasonable Suspicion” shall be suspended without pay until the test results are received by the Company. Employees may choose to use available PTO or personal/sick time during the time of suspension.
8. If a test is confirmed as positive for alcohol or illegal drug(s) /controlled substance(s), Human Resources will be notified.
9. If a test is confirmed as positive for alcohol or illegal drug(s) /controlled substance(s), other than a legal drug/controlled substance that is duly prescribed by a licensed physician or one which is a legally marketed over-the counter drug, an eligible employee, as defined herein, will be offered one (1) opportunity to enter a rehabilitation program acceptable to the Company, which may include institutional detoxification and/or counseling.
10. If a test is confirmed as positive for alcohol or illegal drug(s) /controlled substance(s), other than a legal drug/controlled substance that is duly prescribed by a licensed physician or one which is a legally marketed over-the counter drug, an employee who is not eligible for rehabilitation, as defined herein, will be terminated from At-Will employment as permitted by law for violation of the Drug and Alcohol Policy.

11. If the test results are negative for alcohol or illegal drug(s) /controlled substance(s), suspension of the employee will be terminated and the employee will be reimbursed for any time that he/she is owed as a result of the suspension. (For example, if the suspension was for (2) two days, the employee will be reimbursed for two (2) regular workdays, etc.). Further, in the event an illegal drug(s)/controlled substance(s) and/or alcohol test(s) is/are negative, the job performance and/or conduct of the employee will be monitored and warnings as to the unacceptable job performance and/or conduct that gave rise to testing will be placed in the employee's personnel file. In addition, the employee will be subject to disciplinary action for the unacceptable job performance and/or the conduct that gave rise to testing up to and including termination of At-Will employment.
12. It is the responsibility of an employee to advise his/her supervisor if he/she believes that a reasonable accommodation based upon a handicap/disability is required.

APPLICATION OF POLICY

1. Eligible Employee for Rehabilitation

An employee (a) who seeks the Company's help in overcoming addiction, dependency or problems relating to illegal drug(s)/controlled substance(s) and/or alcohol use or abuse prior to being tested and requests rehabilitation; OR (b) who fails an illegal drug(s)/controlled substance(s) and/ or alcohol test(s), but has worked for the Company for at least the previous two (2) years and has maintained a satisfactory performance rating and has not been subject to any disciplinary action within the preceding twenty-four (24) months, will be an eligible employee entitled to the following rehabilitation opportunities:

- a. One (1) opportunity for rehabilitation through participation in a rehabilitation program which is acceptable to the Company and which may include institutional detoxification and/or counseling. During this rehabilitation period, the employee will be on an unpaid leave of absence if the treatment is in-patient. If the employee is receiving out-patient treatment and the Company determines at its sole and exclusive discretion that there is appropriate work available for him/ her, the employee may continue working. Each employee seeking participation in a rehabilitation program pursuant to the Drug and Alcohol Policy will be responsible for any costs of rehabilitation not covered by health insurance. Further, each employee seeking participation in a rehabilitation program will be required to complete and sign a form by which the employee agrees to participate in a rehabilitation program; periodic updates to the Company by the rehabilitation program evidencing employee's compliance; and disclosure by the rehabilitation program to the Company of test results and such other information to the Company relating to the employee's condition and participation in the rehabilitation program that the Company deems reasonably necessary to accomplish the purpose of the Drug and Alcohol Policy. An employee has two (2) weeks from the date of notification/notice to the Company of the request/need for rehabilitation to provide the Company with detailed information about the rehabilitation program he/ she intends to enter.
- b. Refusal of rehabilitation through a rehabilitation program acceptable to the Company by an eligible employee will result in termination of At-Will employment for violation of the Drug and Alcohol Policy;

- c. Failure of an employee to successfully complete the rehabilitation program as determined by the Company in conjunction with the rehabilitation provider within the customary and standard time prescribed by the rehabilitation program for completion will result in termination of At-Will employment for violation of the Drug and Alcohol Policy.
- d. Upon successful completion of the rehabilitation program as determined by the Company in conjunction with the rehabilitation provider within the customary and standard time prescribed by the rehabilitation program for completion, the employee will be permitted to return to work (if he or she was at an in-patient program) to the same or comparable position to be determined at the sole and exclusive discretion of the Company if such a position is available.
- e. If an employee, subsequent to completion of a rehabilitation program, tests positive in an illegal drug(s)/controlled substance(s) and/or alcohol screening test, other than a legal drug that is duly prescribed by a licensed physician and identified on the Consent/Authorization Form or a legally marketed over-the-counter drug, Human Resources will be notified and the employee will be terminated for violation of the Drug and Alcohol Policy.
- f. An employee who voluntarily enters a rehabilitation program on more than one (1) occasion will be terminated from At-Will employment by the Company for violation of the Drug and Alcohol Policy.

2. Reasonable Suspicion Testing

The Company may request an employee to undergo an illegal drug(s)/controlled substance(s) and/or alcohol screening test if a supervisor has a “reasonable suspicion” that the employee is in possession or under the influence of illegal drug(s)/controlled substance(s) and/or alcohol. Reasonable suspicion may be based upon objective factors, such as appearance, conduct, speech and/or other factors that may give rise to an inference that the employee is under the influence of illegal drug(s)/controlled substance(s) and/or alcohol. It is the responsibility of an employee to advise his/her supervisor if he/she believes that any prescription and/or over-the-counter drug he/she is taking may impair his/her ability to perform the essential functions of his/her job and/or may pose a safety risk. It further is the responsibility of such an employee to advise his/her supervisor if he/she believes that a reasonable accommodation based upon a handicap/disability is necessary. If an employee is suspected by his/ her supervisor of being under the influence of alcohol or illegal drug(s) /controlled substance(s), the supervisor should immediately consult with his/ her supervisor and Human Resources. When authorized by (a) the employee’s supervisor; (b) the supervisor’s supervisor; and (c) Human Resources, Human Resources shall request the employee to report to a laboratory where the substance abuse testing is performed for evaluation by a physician and, if, in the judgment of the physician, alcohol or illegal drug(s)/controlled substance(s) may have contributed to the observed employee’s behavior, an alcohol and/or illegal drug/controlled substance screening test shall be conducted.

The following is a non-inclusive list of examples of conduct or behavior upon which Reasonable Suspicion testing may be based:

- a. Observable phenomena, such as direct observation of illegal drug(s)/controlled substance(s) or alcohol use or abuse or possession and/or observation of physical

symptoms of being under the influence of illegal drug(s)/controlled substance(s) or alcohol;

- b. A pattern of abnormal conduct or erratic behavior;
- c. Excessive absenteeism;
- d. Noticeable deterioration in job performance;
- e. Mood swings or attitude changes;
- f. Withdrawal from responsibilities or social contacts at work;
- g. Recurrent employee relations problems with supervisors and co-workers;
- h. Conviction for a drug-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug(s)/controlled substance(s) possession, use, abuse or trafficking;
- i. Involvement in any manner in a workplace accident;
- j. Engagement in unsafe conduct on the job, on Company property, at a Company jobsite, at a Company sponsored function or while otherwise conducting Company business or in conduct that poses a danger to the employee, any other employee or others, or to the overall operation of the Company; and
- k. Evidence that the employee has tampered with a previous illegal drug(s)/controlled substance(s) and/or alcohol test.

3. **Random Testing**

Any current employee who is bidding for or assigned to a safety sensitive position who has completed and signed a form by which he/she consents to and authorizes reasonably appropriate illegal drug(s)/controlled substance(s) and alcohol testing, disclosure of test results to the Company, and intra-Company disclosure of tests results and other related information as may be reasonably necessary as determined at the sole and exclusive discretion of the Company to carry out the purposes of the Drug and Alcohol Policy will be subject to random testing for alcohol and/or illegal drug(s)/controlled substance(s) use or abuse.

TESTING PROCEDURES AND RESULTS REVIEW

1. **Alcohol Testing**

Breathalyzer or similar test(s) shall be employed to screen for alcohol use and, if positive, the test(s) shall be confirmed by a blood alcohol test. Employees will be subject to testing by a physician or healthcare professional designated by Driscoll Foods or by law enforcement authorities as permitted by law.

In the event an initial Breathalyzer or similar test(s) administered by a physician or healthcare professional designated by Driscoll Foods is/are negative, Driscoll Foods will request that testing be discontinued. In the event the initial Breathalyzer or similar test(s) by a physician or healthcare professional designated by Driscoll Foods is/are positive, the test(s) will be subject to confirmation using blood alcohol level testing consistent with applicable state law. If confirming test(s) by a physician or healthcare professional designated by Driscoll Foods is/are negative, Driscoll Foods will request that testing be discontinued and that all samples be destroyed to the extent permitted by law.

The Company reserves the right at its sole and exclusive discretion to change the testing parameters for alcohol use to conform to changing technology, procedures and/or standards with regard to alcohol testing.

2. Illegal Drug(s)/Controlled Substance(s) Testing

Driscoll Foods will designate a physician with knowledge of substance abuse testing and substance abuse disorders prior to conducting any illegal drug(s)/ controlled substance(s) testing pursuant to the Drug and Alcohol Policy. The physician will review and interpret positive test results. Additionally, the physician may explore potential alternate medical explanations for a positive test result, which may include conducting a medical interview with the employee and reviewing the employee's medical history and other relevant bio-medical factors.

Employees who are subject to testing pursuant to the Drug and Alcohol Policy will submit blood and/or urine samples in accordance with the law, which will be tested on the five (5) drugs outlined in the National Institute of Drug Abuse Guidelines (the "NIDA Guidelines").

If initial test results are negative based upon lawful parameters, Driscoll Foods will request that testing be discontinued and that all samples be destroyed to the extent permitted by law.

If initial test results are positive based upon lawful parameters, the specimen(s) will be subject to re-testing. If results of the re-test are negative based upon lawful parameters, Driscoll Foods will request that the testing be discontinued and that all samples be destroyed to the extent permitted by law. If re-test results of an initial positive test are positive based upon lawful parameters, the sample will be deemed confirmed as positive.

The Company reserves the right at its sole and exclusive discretion to change the testing parameters for illegal drug(s)/controlled substance(s) to conform to changing technology, procedures and standards for illegal drug(s) /controlled substance(s) testing and the law.

3. Results Review

Driscoll Foods will request the laboratory administering the alcohol and/or illegal drug(s)/controlled substance(s) testing and analysis to forward the test results to the physician and the employee upon completion of the testing. The physician will forward to Human Resources all confirmed test results. Results of illegal drug(s)/controlled substance(s) and/or alcohol screening test(s) will not be released by the Company to the general public unless required by law or required by Driscoll Foods' insurance carrier.

TESTING COSTS

Driscoll Foods will cover all costs involved in administering alcohol and illegal drug(s)/controlled substance(s) testing pursuant to the Drug and Alcohol Policy. The employee shall pay the cost of any subsequent counseling, rehabilitation, and/or treatment.

DISCIPLINARY ACTION

Driscoll Foods may take disciplinary action against an employee for violation of the Drug and Alcohol Policy up to and including termination of At-Will employment as set forth in the Drug and Alcohol Policy.

REAPPLICATION FOR EMPLOYMENT

Any employee who is terminated under the provisions of the Drug and Alcohol Policy will not be considered for employment for a period of at least 1 year and will only be considered if he/she demonstrates that he/she successfully completed a rehabilitation program acceptable to the Company and remains alcohol/ illegal drug(s) controlled substance(s) free.

DRISCOLL FOODS, INC. IS AN AT- WILL EMPLOYER AND THIS DRUG AND ALCOHOL POLICY IS NOT INTENDED TO BE AND DOES NOT CONSTITUTE A CONTRACT OF EMPLOYMENT OR A WARRANTY OF BENEFITS.

LVIII. WORKPLACE

References to "workplace" in this Handbook shall mean any Driscoll Foods premises or property, any Driscoll Foods jobsite and any Driscoll Foods owned or leased vehicle.

LIX. SMOKING

In accordance with Driscoll Foods' goal to provide a safe and healthful work environment, smoking is prohibited throughout the Driscoll Foods office and warehouse buildings.

For employees who work in the office, the designated smoking area at Driscoll Foods is outdoors located at the main entrance of the building outside the fenced-in parking lot area. Smoking is prohibited along any pathway or walkway leading to or from the designated smoking area.

For employees who work in the warehouse, the designated smoking area at Driscoll Foods is outdoors at the back entrance of the building 25 feet away located in the parking lot area or outdoors at the side entrance of the building 25 feet away located at the picnic table area. Smoking is prohibited along any pathway or walkway leading to or from the designated smoking area.

LX. WHISTLEBLOWER PROTECTION

Pursuant to the Conscientious Employee Protection Act (CEPA), Driscoll Foods shall not take adverse employment action against any employee who discloses, objects to, or refuses to participate in actions that the employee reasonably believes are either illegal or in violation of public policy.

NOTHING IN THIS HANDBOOK CHANGES THE AT-WILL NATURE OF THE EMPLOYMENT RELATIONSHIP. BOTH DRISCOLL FOODS AND THE EMPLOYEE CAN TERMINATE THE EMPLOYMENT REALTIONSHIP AT ANY TIME WITH OR WITHOUT CAUSE OR NOTICE.