



# **EMPLOYEE HANDBOOK**

## **US Companies**



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## 1 - INTRODUCTION

### 1.1 – Welcome and Introduction to Ready Seafood

Welcome to Ready Seafood! We are a rapidly growing wholesale lobster business located up and down the coast of Maine and Canada, with headquarters based in Saco, ME. As the largest lobster processing facility in the state, we have quickly become a leading seafood exporter, shipping millions of pounds of live lobster, fresh HPP, cooked and whole frozen lobster meat to nearly every corner of the world. We have over 300 employees across six US locations - Ready Seafood, (Saco, York, Portland, Sorrento), Pine Point Trucking, Maine Seafood Ventures (Saco), CH Rich (Bass Harbor) and Hancock Gourmet Lobster Company (Topsham). Our two Canadian companies include L. Walker Seafood (Nova Scotia) Westmorland Fisheries (New Brunswick). We have a strong team mentality and a fun, fast-paced work environment offering tremendous growth opportunities.

#### **History:**

Founders John and Brendan Ready grew up as working lobstermen on the Maine coast and established Ready Seafood in 2004. As a company, we remain committed to sustaining the lobster fishing industry and preserving its resources through industry stewardship and research conducted by our on-staff marine biologist. All our products begin with live lobster caught by independent harvesters in the cold clean waters of Maine and Canada. Our direct-from-the-boat supply chain, proprietary handling techniques, cutting-edge facilities and efficient shipping options mean our customers always receive the freshest, highest quality lobster.

#### **Our Mission:**

Our goal is for every Ready Seafood lobster product to taste like we just pulled it from the water and cooked it for you in our own kitchen.

#### **Our Core Values:**

Our core values drive our decisions and encompass who we are as a company:



- **Team** - *Winning isn't everything. Winning as a team is the only thing.*
  - ✓ Hold each other accountable – we do what we say
  - ✓ Collaborate and share knowledge with each other
  - ✓ Open communication
  - ✓ Build relationships
  - ✓ Respect the ideas and opinions of others
  - ✓ Be willing to give and accept constructive feedback
  - ✓ Support team members on decisions
  
- **Forward Thinking** - *Operating today to optimize tomorrow, ensuring the next generation of harvesters and customers have the same opportunity that we all enjoy today.*
  - ✓ Think about how your contributions impact the future and others
  - ✓ Optimize our efforts to do things better
  - ✓ Be aware of the part you play in your role
  - ✓ Understand the financial impact of any decision
  - ✓ Think of how we can stay ahead of our competition
  - ✓ Look for ways to be more sustainable
  - ✓ Notice a problem and take action to resolve it
  
- **Authenticity** - *We are passionate and committed to who we are because telling the truth feels good.*
  - ✓ Tell the truth
  - ✓ Be honest if you make a mistake
  - ✓ Take personal responsibility for your actions
  - ✓ Communicate openly and honestly
  - ✓ Show consistency in your actions and words
  - ✓ Treat others with kindness and respect
  - ✓ Be genuine – be yourself
  
- **Adaptability** - *Yesterday's home runs don't win tomorrow's games.*
  - ✓ Stay flexible when faced with new challenges
  - ✓ Embrace change with positivity
  - ✓ Willingness to pitch in when there is a need
  - ✓ Look for creative solutions
  - ✓ Be ready to learn and take on new things
  - ✓ Understand that change is a constant

We look forward to working with you!

## 1.2 – Purpose of this Handbook

The handbook is written for all US employees of Ready Seafood and its subsidiaries, to introduce employees to the company and to provide general guidelines on work rules, benefits, and other issues related to employment. Furthermore, this Handbook should attempt to answer any additional questions in connection with our workplace



environment. This Handbook is designed as an overview and guideline and therefore cannot cover everything that pertains to employment in relation to the Employer. The handbook will be acknowledged by all new hires in Paycom upon onboarding and can be viewed on Paycom at any time. Please feel free to seek clarification from HR on any topic via “Ask Here” feature in Paycom.

### 1.3 – Changes in Policy

The Employer reserves the right to modify any policies, benefits, or procedures at any time, excluding the "At-Will Employment" policy in Section 2.2 of this Handbook. Ideally, timely notification will be given to employees, although changes are considered adequate without such notice.

### 1.4 – Corporate Policies

Ready Seafood is owned by Premium Brands Holding Corporation, based out of Canada. All employees are required to review and acknowledge the Premium Brands Holding Corporation Code of Business Conduct and policies: Disclosure, Confidentiality and Trading, Conflict of Interest, Fraud, Respectful Workplace, Drugs and Alcohol, Workplace Violence and Whistleblower Policy and Ethics Hotline. These will be reviewed and acknowledged yearly via Paycom.

## **2 – RIGHTS AND GENERAL EMPLOYMENT**

### 2.1 – Equal Opportunity Employment

It is our policy to provide an equal employment opportunity to all individuals. Ready Seafood will not discriminate on matters of race, color, national origin, citizenship, religion, sex, sexual orientation, gender identity, age, disability, or any other protected class. Employment practices including but not limited to recruiting, hiring, training, promotion, compensation, and other employment-related programs are provided to all persons on an equal opportunity basis. We are committed to a diverse workforce. We value all employees' talents and support an environment that is inclusive and respectful.

### 2.2 – “At-Will” Employment

While we hope to have a long and profitable relationship with you, your employment with Ready Seafood is at will, meaning that either you or the Company may end the employment relationship with or without cause, and with or without notice, at any time. The handbook is not an employment contract and neither guarantees employment nor that certain terms and conditions of employment will be in place for a specific length of time. This handbook is intended as guidance and management reserves the right at any time to modify any part of the handbook.

### 2.3 – Nondiscrimination and Accommodation of Individuals with Disabilities



Ready Seafood complies with the Americans with Disabilities Act and the Maine Human Rights Act providing for nondiscrimination in employment of qualified individuals with disabilities. It is the Company's policy to:

1. Ensure that qualified individuals with disabilities are treated in a nondiscriminatory manner in the pre-employment process and that employees with disabilities are treated in a nondiscriminatory manner in all terms, conditions, and privileges of employment.
2. Provide applicants and employees with disabilities with reasonable accommodation, to the extent one exists, except where such an accommodation would create undue hardship on the Company or would create a substantial risk of imminent significant harm to the applicant/employee requesting the accommodation or to others.

#### Procedure for Requesting an Accommodation

Qualified individuals with disabilities may make requests for reasonable accommodation to Human Resources. On receipt of a request, the appropriate manager(s) and/or a HR representative will meet with the requesting employee to discuss and identify the precise limitations resulting from the disability and the potential accommodation that the Company might make to help overcome those limitations. Appropriate Company representatives may also consult with resources outside of the Company, such as a requesting employee's medical provider, in an effort to develop possible accommodations to consider. The requesting applicant/employee is also encouraged to suggest possible accommodations for the Company.

The appropriate Company representative(s) will determine the feasibility of any proposed accommodation, considering various factors, including, but not limited to the nature and cost of the accommodation, and the accommodation's impact on the operation of the Company's activities, including its impact on the ability of other teammates to perform their duties and on the Company's ability to meet the needs of its members.

#### 2.4 – Immigration Law Compliance

Ready Seafood complies with the Immigration Reform and Control Act, employing only those persons who are legally eligible to work in the United States. All employees are asked on their first day of employment to provide original documents verifying their right to work in the United States and to sign a verification form required by federal law (INS Form I-9). If an individual cannot verify his/her right to work within three days of hire, the company must terminate his or her employment.

#### 2.5 – Minors

The Employer will hire in accordance with the Fair Labor Standards Act (FLSA) and applicable state law pertaining to the employment of minors including, but not limited to, hiring minors above the age of 14 years, assigning limited hours to employees under



the age of 16 years, and only hiring employees above the age of 18 years for any work that might be deemed hazardous.

## 2.6 – New Employee Evaluation Period

For all employees hired by Ready Seafood, the first 90 days of employment are considered an evaluation period. During this time, the employee will undergo training and orientation as directed by the employee's supervisor. This 90-day period is intended to give both the new employee and the Company an opportunity to become familiar with each other and assess whether the employment relationship is a good fit.

During the first 90 days of employment, the employee is encouraged and expected to ask questions concerning his or her job responsibilities. If the employee's job performance is found to be unsatisfactory by his or her supervisor at any time during the first 90 days of employment, the employment may be terminated. Successful completion of the evaluation period does not change the employment at will status.

## **3 – WORKPLACE POLICIES**

### 3.1 – Open Door Policy

To foster an environment where employees and management feel comfortable communicating with and voicing concerns to one another, Ready Seafood uses an Open-Door Policy. Basically, this policy means that all the managers' doors are open to all employees, and employees are free to talk with management. Please consider the following regarding this policy:

You are responsible for addressing concerns that arise, from complaints to suggestions and observations. Addressing these concerns allows the Company both to address any concerns you may have and to improve and explain practices, processes and decisions.

We recommend that you first discuss concerns with your immediate supervisor, but the Open-Door Policy also gives you the option of discussing them with higher management and/or HR, whether you first speak with your supervisor, and you should certainly do so if the matter is not resolved in a manner satisfactory to you after you speak with your supervisor.

### 3.2 – Competition

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





### 3.3 – Proprietary Information

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

### 3.4 – Conflict of Interest

During your employment with Ready Seafood, you are prohibited from directly or indirectly competing with Ready Seafood, including, but not limited to, providing, owning an interest in, or assisting any other person or entity that is in competition with Ready Seafood or that provides any product, or service. Additionally, during your employment with Ready Seafood, you are prohibited from at any time directly or indirectly working for, assisting, or owning an interest in any business or venture that constitutes a conflict of interest. Ready Seafood will determine in its sole discretion whether any work or interest constitutes a violation of this policy.

Here are some other ways in which conflicts of interest could arise:

1. Being employed (you or a close family member) by, or acting as a consultant to, a competitor or potential competitor, supplier, or contractor, regardless of the nature of the employment, while you are employed with Ready Seafood.
2. Hiring or supervising family members or closely related persons or someone with whom you have a dating/intimate relationship.
3. Owning or having a substantial interest in a competitor, supplier, or contractor.
4. Having a personal interest, financial interest, or potential gain in any Ready Seafood transaction.
5. Placing company business with a firm owned or controlled by a Ready Seafood employee or his or her family.
6. Accepting gifts, discounts, favors, or services from a customer/potential customer, competitor or supplier, unless equally available to all Ready Seafood employees.
7. Determining whether a conflict of interest exists is not always easy to do. Employees with a conflict-of-interest question should seek advice from management and/or HR. Before engaging in any activity, transaction or relationship that might give rise to a conflict of interest, employees must seek review from their managers or the HR department.

### 3.5 – Gifts and Gratuities

No one shall offer, give, ask for or accept (directly or indirectly) payment, favors, gratuities, or any other items of value to or from an employee or agent of any current or potential customer or supplier, except as legally permissible and recognized as courtesies of the trade. Gifts of \$25 in value or less, or certificates and/or plaques having no intrinsic value, are exempt from the definition of gifts and/or gratuities.





### 3.6 – Financial Transactions

All financial transactions should be properly reported to and recorded by our Accounting team. No one shall incur, authorize, pay, or transfer any obligation from domestic or foreign company funds or assets without full, accurate, and specific recording of the actual purpose of the same in accordance with generally accepted accounting principles. Supporting documentation is expected in all transactions.

### 3.7 – Credit Card Policy

Any use of a company credit card must be used for business purposes only, in conjunction with the employee's job duties. Any transaction must be approved by Accounting before use.

Credit card expenditures using company credit card must be submitted with original receipts to Accounting within 2 business days of the statement date.

### 3.8 – Reimbursement

Employees who incur work-related expenses are required to submit those expenses for reimbursement as follows:

- Business-related expenses incurred by an employee must have prior approval by a manager. Expenses not approved will not be paid.
- Employees must submit the appropriate reimbursement request via Travel Bank, if applicable, or to the manager for reimbursement via check. Request must be accompanied by appropriate supporting documentation such as original receipts, for all work-related expenses.
- Employees are expected to submit reimbursement requests for approval as soon as practicable, no later than 30 days after the expense is incurred.

### 3.9 – Driving While on Company Business

Driver inattention plays a role in many motor vehicle accidents. We are not only concerned about your welfare as a Ready Seafood employee, but also the welfare of others who could be put in harm's way. While driving, your first responsibility is to pay attention to the road. When driving on business or driving while conducting business on behalf of the Company in any other capacity, the following applies:

**Cell Phone Use:** Cell phone use while driving is strongly discouraged. Do not accept or place calls unless you are using a hands-free device and only if it is an emergency, meaning the call cannot wait until you safely pull off the road or until you arrive at your destination.

**Obey the Law:** Ready Seafood is not responsible for any moving traffic violations, parking tickets or any other city ordinances or state or federal laws regarding your



driving habits and operation and care of your personal motor vehicle. Any tickets issued are the employee's responsibility, even if the ticket is issued while conducting business for Ready Seafood.

### 3.10 – Communications

No employee shall intentionally falsify, misrepresent, or reveal misleading information in any internal or external company communication, report, or document of any kind.

### 3.11 – Media Inquiries

Ready Seafood is a high-profile company in our community, and from time to time, employees may be approached by reporters and other members of the media. To ensure that we speak with one voice and provide accurate information about the company, all media inquiries should be directed to the CEO. No one may issue a press release without first consulting with the CFO/CEO.

### 3.12 – Social Media

At Ready Seafood, we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, the use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

#### **Guidelines**

In the rapidly expanding world of electronic communication, *social media* can mean many things. *Social media* includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with Ready Seafood, as well as any other form of electronic communication.

The same principles and guidelines found in Ready Seafood policies and three basic beliefs apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow associates or otherwise adversely affects members, customers, suppliers, people who work on behalf of Ready Seafood or Ready Seafood's legitimate business interests may result in disciplinary action up to and including termination.

#### **Know and follow the rules**

Carefully read these guidelines, the Ready Seafood Confidentiality and Non-Disclosure Policy, the Ready Seafood Computer Use Policy and the Anti-Harassment Policy, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar



inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

### **Be respectful**

Always be fair and courteous to fellow associates, customers, members, suppliers or people who work for Ready Seafood. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our Open Door Policy than by posting complaints to a social media outlet. You may not make negative posts about Ready Seafood's products or services.

### **Be honest and accurate**

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about Ready Seafood, fellow associates, members, customers, suppliers, people working on behalf of Ready Seafood or competitors.

### **Post only appropriate and respectful content**

- Maintain the confidentiality of Ready Seafood trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post facility photos, internal reports, policies, procedures or other internal business-related confidential communications.
- Respect financial disclosure laws. It is illegal to communicate or give a "tip" on inside information to others so that they may buy or sell stocks or securities. Such online conduct may also violate the Proprietary Information Policy.
- Do not create a link from your blog, website or other social networking site to a Ready Seafood website without identifying yourself as a Ready Seafood associate.
- Express only your personal opinions. Never represent yourself as a spokesperson for Ready Seafood. If Ready Seafood is a subject of the content you are creating, be clear and open about the fact that you are an associate and make it clear that your views do not represent those of Ready Seafood, fellow associates, members, customers, suppliers or people working on behalf of Ready Seafood. If you do publish a blog or post online related to the work you do or subjects associated with Ready Seafood, make it clear that you are not speaking on behalf of Ready Seafood. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of Ready Seafood."

### **Using social media at work**



Refrain from using social media during work time or on equipment we provide unless it is work-related as authorized by your manager or consistent with the Company Computer Use Policy. Do not use Ready Seafood email addresses to register on social networks, blogs or other online tools utilized for personal use.

### **Retaliation is prohibited**

Ready Seafood prohibits taking negative action against any associate for reporting a possible deviation from this policy or for cooperating in an investigation. Any associate who retaliates against another associate for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

### **3.13 – Computer Use Policy**

Ready Seafood recognizes that use of the Internet and e-mail is necessary in the workplace, and employees are encouraged to use the Internet and e-mail systems responsibly, as unacceptable use can place the Company and others at risk. This policy outlines the guidelines for acceptable use of Ready Seafood's technology systems.

### **Scope**

This policy must be followed in conjunction with other Ready Seafood policies governing appropriate workplace conduct and behavior. Any employee who abuses the company-provided access to e-mail, the Internet, databases or other electronic communications or networks, including social media, may be denied future access and, if appropriate, be subject to disciplinary action up to and including termination. Ready Seafood complies with all applicable federal, state and local laws as they concern the employer/employee relationship, and nothing contained herein should be misconstrued to violate any of the rights or responsibilities contained in such laws.

### **Policy**

Ready Seafood has established the following guidelines for employee use of the company's technology and communications networks, including the Internet and e-mail, in an appropriate, ethical and professional manner.

### **Technology Allocation**

Ready Seafood will determine which employees will be given access to a computer and will provide logins and passwords for the programs and files we determine are appropriate for each employee to use. Employees are expected to protect their passwords and can change passwords on their designated devices and accounts.

### **Confidentiality and Monitoring**

All technology provided by Ready Seafood, including computer systems, communication networks, company-related work records and other information stored electronically, is the property of Ready Seafood and not the employee. In general, use



of the company's technology systems and electronic communications should be job-related and not for personal convenience. Ready Seafood reserves the right to examine, monitor and regulate e-mail and other electronic communications, directories, files and all other content, including Internet use, transmitted by or stored in its technology systems, whether onsite or offsite.

Internal and external e-mail, voice mail, text messages and other electronic communications are considered business records and may be subject to discovery in the event of litigation. Employees must be aware of this possibility when communicating electronically within and outside the company.

## **Appropriate Use**

Ready Seafood employees are expected to use technology responsibly and productively as necessary for their jobs. Internet access and e-mail use is for job-related activities; however, minimal personal use is acceptable.

Employees may not use Ready Seafood Internet, e-mail or other electronic communications to transmit, retrieve or store any communications or other content of a defamatory, discriminatory, harassing or pornographic nature. No messages with derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes or sexual preference may be transmitted. Harassment of any kind is prohibited.

Disparaging, abusive, profane or offensive language and any illegal activities—including piracy, cracking, extortion, blackmail, copyright infringement and unauthorized access to any computers on the Internet or e-mail—are forbidden. Copyrighted materials belonging to entities other than Ready Seafood may not be transmitted by employees on the company's network without permission of the copyright holder.

Employees may not use Ready Seafood's computer systems in a way that disrupts its use by others. This includes sending or receiving excessive numbers of large files and spamming (sending unsolicited e-mail to thousands of users). Employees are prohibited from downloading software or other program files or online services from the Internet without prior approval from management. All files or software should be passed through virus-protection programs prior to use. Failure to detect viruses could result in corruption or damage to files or unauthorized entry into company systems and networks.

Every employee of Ready Seafood is responsible for the content of all text, audio, video or image files that he or she places or sends over the company's Internet and e-mail systems. No e-mail or other electronic communications may be sent that hide the identity of the sender or represent the sender as someone else. Ready Seafood's corporate identity is attached to all outgoing e-mail communications, which should reflect corporate values and appropriate workplace language and conduct.

## **4 –STANDARDS OF CONDUCT**

### **4.1 – Anti-Harassment Policy**



Ready Seafood takes pride in maintaining an inclusive workplace and having zero tolerance for behaviors that detract or interfere with doing so. While the Company complies with federal, state, and local laws preventing harassment, merely complying with the law is not enough and we aspire to achieve a more open and tolerant work environment. Harassment on the job in any form is prohibited. In addition to prohibiting sexual harassment, this policy also prohibits harassment based on race, religion, national origin, citizenship, age, disability, sexual orientation, gender identity, any other protected class or any other form of harassment.

Ready Seafood is committed to maintaining a work environment that is free of discrimination. In keeping with this commitment, the Company will not tolerate harassment of Company employees by anyone, including any supervisor, co-worker, vendor, client or customer of Ready Seafood. The Company also will not tolerate an employee harassing anyone, whether an employee or otherwise.

It is the policy of Ready Seafood to ensure a work environment free of harassment. With regard to sexual harassment, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of employment, or advancement;
2. Submission to or rejection of such conduct is used for a basis for employment, continued employment, or advancement;
3. Such conduct has the purpose or effect of substantially affecting the person's work performance or of creating an intimidating, hostile, or offensive work environment;
4. Such conduct can include third party situations where an individual is offended by the sexual interaction, conduct or communications between others.

There is no place at Ready Seafood for inappropriate statements, comments, jokes and the like. Just because a statement or action does not bother one person, does not mean it is O.K. to allow. In fact, as a guideline, if someone could realistically be offended by an action or statement, or if it creates an uncomfortable working environment for an employee, the action or statement must be avoided.

Conduct of a sexual nature, including statements intended as a joke, can constitute sexual harassment and therefore should not take place in the workplace. Sexual harassment can include suggestive or obscene remarks, staring, certain comments about appearance, teasing, having inappropriate material in the workplace such as pornographic materials, sexual jokes, invasion of personal space, unwanted hugs, touches or kisses and other similar activities.

IF YOU HAVE A PROBLEM. . .





1. If another employee's comments or conduct creates an uncomfortable work environment, you are within your right to let that person know that his, her or their actions bother you and you would like such action stopped.
2. If the actions do not stop or if you are not comfortable speaking with this person directly, you should speak immediately with your supervisor, or the Human Resources Department. Any employee who observes sexual harassment or any other type of harassment of another employee should also report it immediately to your supervisor, or the Human Resources Department.
3. If you are not comfortable with speaking with your supervisor or you are not satisfied with your supervisor's response you should contact your supervisor's manager and/or the Human Resources Department.

This Company will not tolerate harassment of any kind. Violations of this Policy will result in discipline that could include termination even for the first occurrence. As an example, use of derogatory terms to describe a person's national origin, citizenship, race, color, religion, age, sex, sexual orientation, disability, gender identity or other protected status will typically result in immediate termination of employment.

No employee will be penalized for reporting such incidents. Management will promptly investigate all allegations of harassment.

Ready Seafood expects that employees will act in a responsible and professional manner to establish a pleasant working environment free of discrimination.

#### 4.2 – Workplace Bullying

Ready Seafood is committed to providing a safe and healthy work environment for all the employees. As such, the Company prohibits bullying of any kind and will deal with complaints accordingly. This policy applies to employees while working and at work functions.

Bullying is defined as unwelcome or unreasonable behavior that demeans, intimidates, or humiliates an individual or a group of individuals.

Bullying can be:

- An isolated incident or persistent incidents
- Carried out by a group or an individual
- Either direct or indirect
- Verbal or physical

Some examples of bullying include:

- Abusive or offensive language
- Unwelcome behavior
- Unreasonable insults or criticism (especially in public)





- Teasing and/or spreading rumors
- Trivializing of work or achievements
- Exclusion or isolation

If you witness bullying or suspect bullying is taking place, report it to your supervisor and/or HR immediately. All suspected incidents of bullying will be investigated, and disciplinary measures will be taken accordingly.

#### 4.3 – Non-Retaliation

Ready Seafood seeks to provide and maintain a culture characterized by integrity, responsible behavior and a commitment to the highest legal and ethical standards. To encourage the development and maintenance of this culture, Ready Seafood has established a non-retaliation policy to protect individuals who in good faith report known or suspected inappropriate conduct, harassment, ethical breaches, or other non-compliant activities.

Employees who become aware of an activity they in good faith believe may be a safety issue or violates the law, should promptly report the issue to Human Resources, their supervisor or any representative of management.

The reporting of a good faith issue or concern will not reflect negatively on the employee or affect his/her employment. Retaliation of any kind is prohibited.

#### 4.4 – Health and Safety

Ready Seafood wants to ensure that our employees always remain safe and injury free. The Company intends to comply with all applicable federal, state & local safety laws & regulations. To guarantee that accidents are avoided whenever possible, we expect our employees to refrain from horseplay, careless behavior and negligent actions. It is the Company's policy to maintain a safe and secure working environment for all employees and clients.

While working, employees must observe safety precautions for their safety and for the safety of others. All work areas must be kept clean, and free of clutter and debris. Any hazards or potentially dangerous conditions must be corrected immediately or reported to a supervisor.

If at any time you identify or have possible concerns about proper safety protocol, please promptly consult with your department supervisor and/or HR. We expect employees to report all such concerns. Employees who fail to comply with this Health and Safety policy may be subject to disciplinary action.

#### 4.5 – Injury Reporting and Workers Compensation

Ready Seafood is committed to maintaining a comfortable and safe working environment for all employees.



Safety is often taken for granted in an office environment. We should recognize that safety risks are present and take steps to reduce the risk of injury or illness. Safety is everyone's responsibility.

All work-related injuries and illnesses should be reported immediately even if you are not sure whether they are truly work-related. Even small, seemingly insignificant, injuries left untreated can result in serious conditions.

If you are involved in an accident, you must:

1. Report the accident to your supervisor immediately
2. Obtain any necessary medical treatment (ConvenientMD is our preferred location for treatment of work-related injuries).
3. Fill out an Accident Report, regardless of the severity of the injury
4. If you must seek additional medical treatment, communicate with your supervisor before leaving the premises.
1. An accident report will be filled out and injuries will be reported. Investigated and corrective action will be taken to prevent more injuries.
2. If you see any potential hazards that need attention, complete a Near Miss form and notify your supervisor immediately.

## **Workers Compensation**

Ready Seafood will provide workers' compensation, a type of accident and injury insurance, that compensates an employee for lost time, medical expenses and loss of life or dismemberment from an injury arising out of or in the course of work. Employees must report any work-related injury or disease immediately (or as soon as reasonably possible) to their supervisor so that the necessary paperwork can be completed in a timely manner. Please note that under state laws, employees who fail to report work-related injuries in a timely manner may see a reduction or denial of their workers' compensation benefits.

Employees returning to work from an injury or illness for which they were receiving workers' comp must provide proof of rehabilitation or treatment from a licensed physician and verification that they are able to complete all job-related tasks. If the employee returns to work under strict medical restrictions, the Company will make every reasonable effort to accommodate the employee's work restrictions, the employee is expected to perform his or her regular duties and will no longer receive workers' compensation benefits.

### **4.6 – Workplace Violence**

The following are prohibited and will not be tolerated of any employee on Ready Seafood company premises or while on Ready Seafood company business:

- Any direct or indirect harassing, intimidating, abusive or threatening language, actions or behavior
- Any direct or indirect plan, threat or act of violence, injury, or property damage



- Possession, use or display of a weapon on company premises or while on company business
- Any employee violating this policy will be subject to disciplinary actions, up to and including termination of employment.

An employee who has a valid permit to carry a concealed firearm under Maine law may keep a firearm in the employee's vehicle as long as the vehicle is locked, and the firearm is not visible. The employee may not remove the firearm from the vehicle while on Company property.

#### 4.7 – Substance Abuse Policy

##### I. STATEMENT OF PURPOSE

READY SEAFOOD ("READY SEAFOOD") is committed to maintaining safe working conditions for our employees. Community concerns and legal ramifications concerning substance abuse have increased and it is our responsibility as a company to clearly state our position for all our employees to understand and follow.

Consistent with our commitment to your safety, READY SEAFOOD has established the following policy with regard to being under the influence or impaired by alcohol or controlled substances as well as with regard to the use, possession, distribution or sale of controlled substances or alcohol. This policy applies to READY SEAFOOD employees (hereinafter "employees") while on Company time, Company business, Company property or on property owned or controlled by a customer while an employee is present on Company business or while using Company property/equipment.

##### II. SUBSTANCE ABUSE POLICY FOR EMPLOYEES

- (A) The UNAUTHORIZED use, possession, distribution, or sale of any substance prohibited by this Policy by any employee during working hours or breaks or while on READY SEAFOOD property, while operating or riding upon READY SEAFOOD vehicles or equipment or while on a customer's premises is strictly prohibited and shall result in immediate termination from employment.
- (B) Being under the influence of alcohol or a substance prohibited by this policy during work including breaks is prohibited. The possession of an opened or unopened container of alcohol on Company property is evidence of prohibited use. Similarly, the possession of illegal substances including marijuana on Company property is evidence of prohibited use.
- (C) No employee shall report for work or remain on duty while under the influence of any substance prohibited by this Policy.



- (D) Any supervisor observing an employee whose behavior endangers the employee or others has the authority to direct the employee to clock out and safely leave the property.
- (E) It shall not be a violation of this Policy for an employee with a current and valid prescription for a drug (except marijuana), to use, possess or be under the influence of such drug in the manner and for the purpose prescribed, only if the employee is able to safely perform the responsibilities of the job with or without reasonable accommodation. It is the responsibility of the employee to learn of any possible side effects of prescription and non-prescription drugs he/she intends to use while working. The employee should consult with his/her doctor and/or pharmacist to determine these side effects.
- (F) Please note that although Maine voters have approved the legalization of recreational use of marijuana and previously approved the use of medical marijuana under state law, the use or possession of marijuana while at work whether on or off Ready Seafood property or during breaks remains illegal under federal law and remains prohibited conduct under this Policy.

Because the use of marijuana remains illegal under the federal Control Substances Act ("CSA"), employees should understand that even the possession of a medical marijuana card does not make the use of marijuana legal under federal law. A medical marijuana card will not provide an employee with any protection from discipline up to and including termination of employment if the employee violates this Policy.

- (G) READY SEAFOOD is a TSA facility (Portland and York locations only), and all employees are subject to searches and locker inspections and employees must strictly adhere to all requirements of the TSA approved security program.

### III. SIGNS OF A SUBSTANCE ABUSE PROBLEM

Substance abuse problems not only hurt a person's health, it can also negatively affect a person's work and personal life. Employees with a substance abuse problem are encouraged to get help before a violation of this Policy occurs. If an employee receives a positive controlled substances test result or a test result indicating an alcohol concentration of 0.04 or greater, the Company will advise the employee of the resources available to the employee in evaluating and resolving problems associated with the misuse of alcohol or controlled substances. This advice also will in no way negate any discipline which the Company has the right to impose up to and including discharge for a violation of Company policies or procedures. For more information on alcohol and drug testing, please refer to Ready Seafood's separate policy on substance abuse testing.

### IV. DISCIPLINARY ACTION



Absent special circumstances, any employee violating READY SEAFOOD'S Substance Abuse Policy will be discharged. READY SEAFOOD in its sole discretion determines whether special circumstances exist provided such discretion shall be administered in good faith.

## V. DEFINITIONS

- (A) "Alcohol" means the intoxicating agent in beverage alcohol, ethyl alcohol, methyl and isopropyl alcohol.
- (B) "Drug" or "controlled substance" means any substance that has known mind or function altering effects upon the human body, or that impairs one's ability to safely perform his/her work, specifically including, but not limited to, some prescription and over-the-counter medications, all psychoactive substances, all controlled substances, all substances illegal under Federal (including the meaning assigned by 21 U.S.C. §802 and includes all substances listed on Schedule I through V as they may be revised from time to time) or State law, all "synthetic" or "designer" drugs, all "look-alike" drugs and all drug paraphernalia.
- (C) "Possession" means to have on one's person, in one's personal effects, in one's vehicle or under one's control.
- (D) "Sale" or "Distribution" means any exchange, transfer, conveyance, or sharing of alcohol or drugs whether for money or otherwise.
- (E) "Under the influence" means that condition wherein any of the body's sensory, cognitive or motor functions or capabilities are altered, impaired, diminished or affected due to alcohol or drugs.
- (F) "Use" means consuming, ingesting, drinking, injecting, inhaling, smoking, or otherwise using any drug or alcohol.
- (G) "Unauthorized Use of Drugs" means the taking of any drug substance that impairs performance of work without a valid doctor's prescription in the employee's name.
- (H) "Authorized Use of Drugs" means the taking of any drug substance with a doctor's advice or by prescription when the doctor has been advised of the employee's work responsibilities.

### 4.8 – Smoking

Ready Seafood is a smoke-free environment. Smoking, chewing, use of e-cigarettes/pipes and other tobacco and nicotine products are not permitted at any time in Company work areas or vehicles, or in client work areas or vehicles.



If smoking outside of the building, smokers should be considerate of colleagues, customers, and members of the public. Outdoor smoking must be located at least 20 feet from entrances, exits and windows. The Company reserves the right to further limit outside smoking to designated smoking areas. Please deposit cigarettes in appropriate containers.

Employees who smoke or chew must observe the same guidelines as non-smokers for the frequency and length of break periods.

This policy applies equally to all employees, customers, and visitors.

#### 4.9 – Dress Code

Ready Seafood employees contribute to the company culture and reputation in the way they present themselves. Good grooming, and appropriate dress are important for safety, reflect employee pride, and inspire confidence.

Although it is impossible to and undesirable to establish an absolute dress and appearance code, Ready Seafood will apply a reasonable and professional workplace standard to individuals on a case-by-case basis. An employee unsure of what is appropriate should check with HR.

Ready Seafood department managers/HR may exercise reasonable discretion to determine appropriateness in employee dress and appearance. Employees who do not meet a professional standard may face disciplinary action such as being sent home to make the necessary changes. Nonexempt employees will not be paid for that time off.

Production Team: Upon joining Ready Seafood you will be given PPE. Due to the nature of the business, the environment is cool and wet; it is the employee's responsibility to ensure they are dressed appropriately for the elements year-round.

#### 4.10 – Attendance

Ready Seafood expects that every employee will be regular and punctual in attendance. This means being in the office, ready to work at the starting time each day. Absenteeism and tardiness place a burden on the company and your fellow staff members.

If you are unable to work due to illness or an accident, anticipate late arrival, or need to leave work early for any reason you must contact your supervisor as soon as possible to avoid disciplinary action. Absent extenuating circumstances, an employee must contact management prior to the start of the shift. In the event your immediate supervisor is unavailable, you must speak with a manager. Leaving a message with another non-manager or on voicemail does not constitute an accepted notification.

Frequent use of unscheduled time off may be considered sufficient cause for corrective action, up to and including termination. After two consecutive days of absence without





notice (no call/no show) it will be considered that you have voluntarily resigned your employment.

Due to the nature of our business Ready Seafood expects satisfactory attendance and punctuality from all its employees regardless of weather. We remain open for business during regularly scheduled working hours even during severe weather. You are expected to report for work in severe weather if it is at all possible to do so safely. In the event the office closes due to severe weather, someone in your work group will contact you. Please keep your work group and manager informed on how to reach you on such occasions.

#### 4.11 – Lunch and Rest Periods

Ready Seafood allows employees to take an unpaid 30-minute break after 6 consecutive hours of work, except in cases of emergency. It is an employee's right to voluntarily waive their 30-minute break. If an employee voluntarily requests not to take a thirty-minute unpaid break, the employee can change his or her mind at any time and resume taking the thirty-minute break.

A break schedule should be established based on work requirements within your department. Supervisors are responsible for making sure that each location is adequately staffed and that someone with authority to resolve minor problems is always available.

#### 4.12 – Progressive Disciplinary Action

The Employer's rules and standards of conduct are essential to a productive working environment. All employees must familiarize themselves with the Employer's rules and standards as each employee will be held to them. Any employee who disregards or deviates from the Employer's rules and standards may be subject to disciplinary action, up to and including termination of employment. While not intended to be an all-inclusive list, the examples below represent behavior that is considered unacceptable in the workplace. Behaviors such as these, as well as other forms of misconduct in the workplace or online (i.e., on social media), may result in disciplinary action, up to and including termination of employment for the following employee actions.

While not intended to list all the forms of behavior that are considered unacceptable in the workplace, the following are examples of rule infractions or misconduct that will result in disciplinary action up to and including termination of employment:

- a) Theft or inappropriate removal or possession of the Employer's property;
- b) Falsification of any records to include but not limited to timesheets, production records, CCP records;
- c) The possession, distribution, sale, transfer, public discussion, or use of alcohol or illicit drugs in the workplace;
- d) Fighting or threatening violence in the workplace;
- e) Gossiping or spreading rumors about other employees;
- f) Boisterous or disruptive activity in the workplace;





- g) Negligence or improper conduct leading to damage of Employer-owned or customer-owned property;
- h) Insubordination or other disrespectful conduct;
- i) Violation of safety or health rules, which may not specifically mean breaking a rule of the Employer but includes putting others in danger;
- j) Smoking in the workplace;
- k) Sexual harassment or other forms of harassment;
- l) Excessive unexcused absenteeism or any absence without notice;
- m) Unauthorized use of telephones, computers, or other employer-owned equipment;
- n) Unauthorized disclosure of any confidential information;
- o) Being on the property of the Employer during non-business hours and without the Employer's permission;
- p) Divulging the Employer's business practices or any other confidential information; and
- q) Direct misrepresentation of the Employer or any aspect of their business to a customer, associate, contractor, vendor, or any other third (3<sup>rd</sup>) party.

Whenever Ready Seafood finds it necessary to discipline an employee, we may follow a progressive disciplinary process if management deems appropriate given the specific circumstances. Management reserves the right to bypass any step in this progressive disciplinary policy and to terminate employment for a first offense if management in its discretion deems appropriate given the specific circumstances. Discipline may include one or more of the following:

- Verbal warning (documented, signed and filed by supervisor in employee file)
- Written warning (documented, signed by supervisor and employee, and filed in employee file.)
- Final Written Warning/Suspension
- Termination

#### 4.13 – Termination of Employment

1. Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:
  - a. Resignation-voluntary employment termination initiated by an employee.
  - b. Termination-involuntary employment termination initiated by Ready Seafood
  - c. Layoff-involuntary employment termination initiated by Ready Seafood for non-disciplinary reasons.
2. If you wish to resign, we ask that you notify your manager of your anticipated departure date at least two weeks in advance. This notice should be in the form of a written statement.
3. If you fail to report to work for two consecutive days without informing management of the planned absence (no call/no show), we will conclude that you have voluntarily resigned.



4. Any outstanding financial obligations owed to Ready Seafood will also be deducted from your final check given your prior written permission. If your final check does not sufficiently cover the money owed to the Company, you will remain liable for that amount.
5. Meet with your immediate supervisor/HR prior to your last day of work. Keys, laptops or any other company equipment must be returned at this time, along with proprietary or confidential information.
6. If you had insurance through Ready Seafood, information regarding your right to continue insurance under COBRA will be sent to you. You will need to timely elect continuation coverage to continue insurance at your cost under COBRA

## **5 – COMPENSATION AND BENEFITS**

### **5.1 – Payment Schedule**

Employees are paid on a weekly basis:

- The standard workweek for Ready Seafood (including Pine Point Trucking, Hancock Gourmet Lobster Company, and C.H. Rich) starts on Monday and ends on Sunday (paid Thursday).
- The standard workweek at Maine Seafood Ventures starts on Sunday and ends on Saturday (paid Friday).

If paydays fall on a holiday, employees will be paid on the last workday prior to the regularly scheduled payday.

All employees are required to have a direct deposit for his or her paycheck. New hires must provide a blank voided check and the direct deposit form located within the new hire packet to be entered into the payroll system.

Employees also have access to update their direct deposit details themselves directly in the payroll system, Paycom. Please contact HR if you need help logging into your payroll system account.

### **5.2 – Overtime**

Ready Seafood compensates all hourly employees one and a half times their regular wage rate for all hours worked, in excess of 40 hours each week. Absences covered by PTO, holidays, and other paid time off are not considered as time actually worked for purposes of computing overtime compensation.

### **5.3 – Deductions and Garnishment**

The Employer shall make deductions from an employee's pay as required by applicable laws, including, but not limited to, deductions for income tax withholding, Social Security and Medicare contributions, and in some cases voluntary deductions for health insurance premiums and other related contributions.



In the event an employee has been ordered by a court to satisfy a just debt via wage garnishment, the Employer is obligated by law to make regular deductions from said employee's paychecks until either the debt has been satisfied or until the Employer receives notification from a competent court of jurisdiction.

#### 5.4 – Error in Pay

Every effort is made to avoid errors in your paycheck and to calculate and compensate employees for all their work in the pay period. If you believe an error has been made in your paycheck, please contact your immediate supervisor who will communicate the payment correction with HR. Human Resources will take the necessary steps to research the problem and to assure that any necessary correction is made properly and promptly. If an error is discovered, the company will take steps to avoid the problem going forward and ensure compliance with applicable wage and hour laws.

#### 5.5 – Benefits and Eligibility

Ready Seafood offers multiple insurance benefit options designed to relieve the financial burdens that can result from illness, disability, or death. These benefits, as well as the premiums that are contributed towards any of these benefits, are subject to either change from time to time or to cancellation at Ready Seafood's discretion.

Employees are eligible to enroll in the Ready Seafood Benefit Program on the 1<sup>st</sup> of the month after 30 days of employment.

Open enrollment will take place in June each year for a July 1<sup>st</sup> plan year start date. Changes outside of the new hire or open enrollment window can only be made if a Qualifying Life Event occurs. Please contact Human Resources for more information.

#### 5.6 – Coverage for Dependents

Ready Seafood offers coverage for employees' families, with the additional costs to be deducted from the employee's paycheck on a weekly basis (the cost is dependent on which coverage type is requested). Interested employees should review all benefit plan documents provided by Human Resources.

#### 5.7 – Benefit Offerings

Plans include:

- ✓ **Health Insurance** – Health insurance is offered through Harvard Pilgrim. There are three plans to choose from 1) PPO 2) Best Buy HMO HSA 3) Maine's Choice HMO
- ✓ **Dental Insurance** – Dental insurance is through Standard Dental. There is one dental plan, which comes with Standard Vision coverage at no extra cost.
- ✓ **Vision** – For extra vision coverage, the company offers a vision plan through Anthem.



- ✓ **Voluntary Short-Term Disability and Long-Term Disability** – Disability Insurance can be elected insurance can be elected through UNUM. Evidence of Insurability may be required.
- ✓ **Voluntary Accidental Death/Dismemberment and Voluntary Life Insurance** – Life/ADD insurance can be elected through UNUM. Evidence of Insurability may be required.

Detailed information and plan summaries can be found on the company benefit portal:  
<http://readyseafood.acadiabenefitsportal.com/>

Human Resources will distribute plan documents outlining our various benefit plan options and coverage levels prior to an employee's eligibility date, or upon request.

### 5.8 – 401(k) Plan

The PB U.S. Affiliates retirement plan was designed to help employees plan and prepare for a financially secure future during their post-employment years.

Ready Seafood makes a 401(k) available to employees who have fulfilled the following requirement:

- 2 months of employment

Employees can enroll in the 401(k) on the first day of the month after they reach 2 months of employment. Please contact HR after eligibility to receive proper paperwork.

The following features are available to you through the PB U.S. Affiliates 401(k) Plan:

- 1 for 1 on first 3% Match of Annual Income Deferred by Employees
- .5 on 4% and 5% = total matching of 4% on 5% contribution
- All Employer Matching and 401k contributions are Immediately Vested
- Roth or Traditional 401(k) options
- Maximum Deferral Amount Available as Determined by IRS
- Financial Hardship Withdrawals
- Loans with Recordkeeping
- Pre-retirement Withdrawals at Age 59 ½

More detailed information is provided to employees via mail when they meet eligibility requirements. To the extent there is a conflict between the above summary description of the plan, and the actual Plan Document, the terms and conditions set out in Plan Document shall control.

### 5.9 – Paid Time Off (PTO)

Ready Seafood recognizes that employees have diverse needs for time off from work



and, as such, has established this paid time off (PTO) policy. The benefits of PTO are that it promotes a flexible approach to time off by combining vacation, sick and personal leave. Employees are accountable and responsible for managing their own PTO hours to allow for adequate reserves if there is a need to cover vacation, illness or disability, appointments, emergencies, or other situations that require time off from work. All PTO requests will be made and monitored by the employee through the company HR system, Paycom.

In our effort to provide our employees with additional time off as well as additional flexibility, starting on January 1, 2021, and each subsequent January 1, Ready Seafood will frontload forty hours of the PTO for full time employees. This frontloaded PTO is not accrued and is intended primarily for use for emergencies, sudden necessities or illness and not vacation. Separate from this frontloaded PTO, employees are entitled to accrue PTO on a weekly basis per the below provided schedule. This accrued PTO is primarily intended to be used for scheduled vacations though employees may use it for other purposes if the employee does not have any frontloaded PTO available. Any remaining PTO that full-time employees are entitled to earn each year shall be accrued on a weekly basis.

*As an example, in years 0-3, an employee is entitled to 40 hours of frontloaded PTO and is also entitled to accrue up to 40 hours of PTO each year for vacation.*

#### Accrual and Frontloaded PTO Schedule:

##### Hourly Employees:

*Employees must be employed for 90 days before time can be taken*

<b>Years of Service</b>	<b>Accrual Rate per Weekly Pay Period</b>	<b>Maximum PTO Accrual</b>	<b>Total Annual PTO Amount (Accrued PTO plus the 40 Hours of Frontloaded PTO Time)</b>
0 – 3 years	0.77 hours	5 Days (40 hours)	10 Days (80 hours)
3 – 5 years	1.23 hours	8 Days (64 hours)	13 Days (104 hours)
5+ years	1.54 hours	10 Days (80 hours)	15 Days (120 hours)

##### Salaried Employees:

<b>Years of Service</b>	<b>Accrual Rate per Weekly Pay Period</b>	<b>Annual Maximum PTO Accrual</b>	<b>Total Annual PTO Amount (Accrued PTO plus the 40 hours of Frontloaded PTO)</b>
0 – 3 years	1.54 hours	10 Days (80 hours)	15 Days (120 Hours)
3 – 5 years	2.00 hours	13 Days (104 hours)	18 Days (144 Hours)
5+ years	2.31 hours	15 Days (120 hours)	20 Days (160 Hours)

#### **PTO Use**

Employees are required to use available PTO when taking time off from work. PTO may



be taken in increments of one hour or more.

PTO may be used in increments of one hour or more for any reason including an emergency, illness or sudden necessity.

If used for an emergency, illness or sudden necessity an employee must provide notice as soon as is practicable and must first use available frontloaded PTO. For the frontloaded PTO, Ready Seafood reserves the right to require documentation to support absences of more than three consecutive days. For absences taken for all other reasons, the employee should schedule PTO in advance. To prevent undue hardship on the operations, Ready Seafood may place reasonable limits on the scheduling of PTO.

Scheduled PTO is subject to supervisory approval, department staffing needs and established departmental procedures and subject to applicable law. Unscheduled absences will be monitored. An employee will be counseled when the frequency of unexcused absences adversely affects the operations of the department.

An employee is required to use PTO according to his or her regularly scheduled workday. For example, if an employee works an eight-hour day, he or she would request eight hours of PTO when taking that day off. PTO is paid at the employee's straight time rate. PTO does not count as time worked and is not part of any overtime calculation.

Any PTO taken will be reflected on the weekly payroll stub.

Ready Seafood asks that vacation be taken between January 5<sup>th</sup> - May 31<sup>st</sup> when the company won't be burdened by your absence due to a decrease in business during these dates. All PTO requests must be submitted via Paycom for manager approval.

### **Accrual and Payment of PTO**

PTO accrual starts upon hire. PTO does not accrue on unpaid leaves of absence. Employees become eligible for the higher accrual rate on the first day of the pay period in which the employee's anniversary date falls.

Use of PTO time in advance of accrual will constitute a loan or advance from the company that will be paid back over time as the employee accrues PTO. If there remains a balance on a PTO loan or advance at the time of employment separation, the amount will be deducted from the final paycheck.

By requesting use of PTO in advance of accrual (going into negative balance), the employee is authorizing any such deduction on separation from employment.

### **Rollover of Unused PTO**

As of January 1, 2023, an employee is entitled to rollover up to 40 hours of unused PTO to the next year. An employee may not roll over any unused amount in excess of 40



hours.

## **Payment upon Termination**

Employees will be paid upon resignation, separation or retirement for all unused accrued PTO. Frontloaded PTO is not accrued, is provided primarily for emergencies, sudden necessity, or illness rather than vacation and any such unused frontloaded time will not be paid out at termination.

## **Earned Paid Leave for Part Time Employees**

Employees who are not classified as full-time employees will earn one hour of Earned Paid Leave for every 40 hours worked up to 40 hours in a one-year period. This leave is provided pursuant to Maine law and is intended primarily for emergencies, sudden necessities or illness. Ready Seafood does not consider this Earned Paid Leave to be vacation time. Such employees will begin to earn this Earned Paid Leave on the first day of employment and will be eligible to use earned PTO upon completion of 120 days of employment. Unused earned time may carry over to the following year. Employees in this category will earn additional PTO in the following year until the employee has earned a total of 40 hours including the amount of PTO rolled over. As an example, if an employee rolls over 10 hours of unused earned time, the employee will be entitled to earn an additional 30 hours. Employees in this category may not use more than 40 hours of PTO in any year. This Earned Paid Leave is not vacation pay and therefore, any such unused earned paid leave at termination will not be paid out.

## **5.10 – Holidays**

Ready Seafood is a 24/7/365 operation. At any time during the year all employees may be required to work on holidays due to the nature of the business.

For all hourly drivers, production and operations staff that are required to work on the following holidays: hourly wages will be paid at time and a half. If you are in overtime during the holiday worked hours, you will be paid double your regular rate for these hours.

Standard Holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

The standard holiday schedule for all office employees will be the actual date of the holiday. If the holiday falls on a Saturday, it will be observed on Friday. If the holiday falls on a Sunday, it will be observed on Monday.





## **6 – TIME AWAY FROM WORK**

### **6.1 – Family and Medical Leave Act**

The Family and Medical Leave Act entitles eligible employees to take up to 12 weeks of unpaid, job-protected leave in a 12-month period for specified family and serious medical reasons.

#### **Basic Leave Entitlement**

The FMLA requires covered employers to provide to eligible employees up to 12 weeks of unpaid, job-protected leave in a rolling 12-month period measured backward from the date an employee uses any FMLA leave for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or childbirth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to bond with a child (leave must be taken within one year of the child's birth or placement);
- to care for the employee's spouse, child, or parent, who has a qualifying serious health condition; or
- for a qualifying serious health condition that makes the staff member not able to perform the employee's job;
- for qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

#### **Military Family Leave Entitlements**

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active-duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service-member during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness\*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible staff member takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.\*



\*The FMLA definitions of “serious injury or illness” for current servicemembers and veterans are distinct from the FMLA definition of “serious health condition.”

## **Benefits and Protections**

During FMLA leave, the employer must maintain the employee’s health coverage under any “group health plan” on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original job or an equivalent position with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of a staff member’s leave.

In addition, an employer cannot interfere with an employee’s FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any unlawful practice under FMLA, or being involved in any FMLA related proceeding.

## **Eligibility Requirements**

Employees are eligible for FMLA if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles of the employee’s worksite.

## **Definition of Serious Health Condition**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

## **Use of Leave**

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary or otherwise permitted. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer’s operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Under the FMLA, spouses employed by the Company are jointly entitled to a combined total of 12 weeks of leave for the birth of a newborn child, for the placement of a child for adoption or foster care and to care for a parent who has a serious health condition.

The FMLA does not cover care for parents-in-law. Spouses employed by the Company are jointly entitled to a combined total of 26 weeks of leave to care for a covered service member with a serious injury or illness, or a combined 12 weeks for the birth of their



newborn child or to care for the child following birth, or the placement of a child for adoption or foster care and to care for a parent who has a serious health condition.

### **Substitution of Paid Leave for Unpaid Leave**

Employees must substitute any accrued PTO (if they otherwise qualify) for unpaid leave under this policy, and any such paid time off must be taken concurrently with their Family and Medical Leave. FMLA runs concurrently with all other applicable types of leave including but not limited to leave covered by workers compensation.

Eligible PTO Remaining	Required Substitution
Less than 5 days	none
5-8 days	3 days
9-12 days	5 days
13-16 days	7days
17-20 days	9 days

### **Employee Responsibilities**

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave, though staff members do not have to provide a specific medical diagnosis. Sufficient information may include that the employee is not able to perform job functions, the family member is not able to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide the employee with written notice indicating what additional information is necessary.

### **Employer Responsibilities**

Once a covered employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, covered employers must inform staff members whether they are eligible under FMLA. If the employee is eligible for FMLA, the notice must specify any additional information required from the staff member, as well as the employee's rights and responsibilities. If the employee is not eligible, the employer must provide a reason for the ineligibility.



Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the staff member's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

## 6.2 – Maine Family Medical Leave Act

Employees who have worked for at least 12 consecutive months but who are ineligible for federal FMLA leave because they have not worked 1,250 hours in the preceding 12-month period may be eligible for family leave under Maine law. In addition, the Maine FMLA provides leave for domestic partners and the children of domestic partners as well as for certain siblings. Maine law allows for up to 10 weeks' unpaid leave in any two-year period for certain qualifying conditions. Additionally, an employee may be eligible for family military leave under Maine law. An employee covered by Maine FMLA but not federal FMLA may be required to cover the full cost of health insurance during such covered leave.

## 6.3 – Personal Leave of Absence

A Personal Leave of Absence without pay or during which an employee uses paid time off (PTO) may be granted to an employee at the discretion of Ready Seafood. A Personal Leave of Absence is defined as an absence of two weeks or longer. The duration of the Personal Leave will be determined by considering the needs of Ready Seafood in relation to the time requested by the employee. The leave should not exceed two (2) months.

The granting of such a leave depends on the review of the merits of each case. Personal Leave may be granted to regular full and part-time employees with at least six (6) months of continuous service.

The employee must request Personal Leave by contacting Human Resources thirty (30) days in advance when the leave is foreseeable. If the leave is not foreseeable, the employee must provide as much notice as possible. The employee will substitute paid leave (PTO hours) for unpaid Personal Leave until there is a zero balance in their PTO bank.

Employees who are eligible for benefits may continue their benefits until their PTO balance has run out. The employee will be responsible for their portion of the premium. Once PTO has run out the employee will be billed for continued coverage.

Ready Seafood cannot guarantee to hold a position open for an employee who is on a Personal Leave. It is the employee's responsibility to return to work on the date the leave of absence expires. Should the employee fail to return and fail to notify Ready Seafood, we will assume that the employee voluntarily resigned from Ready Seafood.

## 6.4 – Military Leave



In all respects, the military leave of absence policy will be applied in accordance with federal and state laws in effect at the time.

### 6.5 – Bereavement

Ready Seafood understands personal needs that arise from the death of an immediate family member. You will be allowed leave for up to three days with full pay until and including the day of the funeral. Bereavement leave will not count against paid time off.

Immediate family includes a father, mother, spouse, child, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or any relative who lives with the employee.

### 6.6 – Jury Duty

While it is the duty of every citizen to serve on a jury when called Ready Seafood recognizes that this often means the loss of income. Ready Seafood provides jury duty leave to eligible employees in compliance with federal and state laws. Ready Seafood pays the difference between the jury pay and regular wages for days when you're unable to report to work because of jury service, assuming you have been employed by the Company for at least 90 days prior. If state law requires a different arrangement, Ready Seafood will comply with state law.

The above statement applies provided you:

- Show your supervisor your summons to serve on a jury prior to the time that you are scheduled to serve
- Furnish your supervisor with evidence of having served on a jury for the time claimed.

Time spent on jury duty will not be counted as hours worked for the purpose of computing overtime pay. Regular wages are paid until jury pay is received. Jury pay is then deducted from your regular wages.

This benefit cannot be applied to any court appearance other than jury.

### 6.7– Parental Leave

#### **Six Week Paid Childbirth Leave**

Ready Seafood will provide up to six weeks of paid parental leave to employees following the employee giving birth to a child.

The purpose of the six-week paid parental leave is to enable the employee to recover from childbirth. An employee employed with Ready Seafood is eligible to take additional unpaid leave pursuant to FMLA or other applicable law. This paid parental childbirth leave policy will run concurrently with Family and Medical Leave Act (FMLA), and/or Maine FMLA leave, as applicable.



- Eligibility for six weeks of paid parental leave (to run concurrently with other leaves such as FMLA/MFMLA leave)
- Eligible employees must meet the following criteria:
  - Have been employed with the company for at least 12 months (the 12 months do not need to be consecutive).
  - Have worked at least 1,250 hours during the 12 consecutive months immediately preceding the date the leave would begin.
  - Be a full or part-time, regular employee (temporary employees and interns are not eligible for this benefit).
  - Must substitute the minimum PTO prior to unpaid leave (per the PTO substitution schedule for unpaid leave outlined in the handbook).
- In addition, employees must meet one of the following criteria:
  - Have given birth to a child.

## **Two Week Paid Parental Leave**

Ready Seafood will provide up to two weeks of paid parental leave to employees following their spouse, domestic partner or significant other giving birth to a child or for the placement of a child with the employee's family in connection with adoption or foster care.

The purpose of the two-week paid parental leave is to enable new parents to stay home and care for a spouse, domestic partner or significant other who is recovering from childbirth and/or provide support for a spouse, domestic partner or significant other who is bonding with a newborn or a newly adopted or newly placed child. An employee employed with Ready Seafood is eligible to take additional unpaid leave pursuant to FMLA. This paid parental leave policy will run concurrently with Family and Medical Leave Act (FMLA) leave, and/or Maine FMLA as applicable.

### **Eligibility:**

- Eligibility for paid parental leave (to run concurrently with FMLA leave)
- Eligible employees must meet the following criteria:
  - Have been employed with the company for at least 12 months (the 12 months do not need to be consecutive).
  - Have worked at least 1,250 hours during the 12 consecutive months immediately preceding the date the leave would begin.
  - Be a full- or part-time, regular employee (temporary employees and interns are not eligible for this benefit).
  - Must substitute the minimum paid PTO prior to unpaid leave (per the PTO substitution schedule for unpaid leave outlined in the handbook).
- In addition, employees must meet one of the following criteria:
  - The employee's spouse, domestic partner, or significant other have given birth to a child.
  - Have adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger). The adoption of a child by a new spouse is excluded from this policy.





## **Amount, Time Frame and Duration of Paid Parental Leave**

- Eligible employees will receive a maximum of six weeks or two weeks of paid parental leave per birth, adoption or placement of a child/children, per the parental leave policy eligibility criteria. The fact that a multiple birth, adoption or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the total amount of paid parental leave granted for that event. In addition, in no case will an employee receive more than six weeks (or two weeks, if applicable) of paid parental leave in a rolling 12-month period, regardless of whether more than one birth, adoption or foster care placement event occurs within that 12-month time frame.
- Each week of paid parental leave is compensated at 100 percent of the employee's regular, straight-time weekly pay. Paid parental leave will be paid on regularly scheduled pay dates.
- The two-week paid parental leave may be taken at any time during the six-month period immediately following the birth, adoption or placement of a child with the employee. Paid parental leave may not be used or extended beyond this six-month time frame.
- In the event of an employee's giving childbirth, the six weeks of paid parental leave will commence at the conclusion of any short-term disability insurance benefit provided to the employee for the employee's own medical recovery following childbirth.
- Employees must take paid parental leave in one continuous period of leave and must use all paid parental leave during the six-month time frame indicated above. Any unused paid parental leave will be forfeited at the end of the six-month time frame.
- Benefits eligible employees on leave will continue to be responsible for their applicable employee benefits premium costs under the company benefits plan for the duration of their leave of absence.
- Upon termination of the individual's employment at the company, he or she will not be paid for any unused paid parental leave for which he or she was eligible.

## **Coordination with Other Policies**

- Paid parental leave taken under this policy will run concurrently with leave under the FMLA/MFMLA; thus, any leave taken under this policy that falls under the definition of circumstances qualifying for leave due to the birth or placement of a child due to adoption or foster care, the leave will be counted toward the 12 weeks (or 10 weeks under MFMLA) of available FMLA leave per a 12-month period. All other requirements and provisions under the FMLA will apply. In no case will the total amount of leave—whether paid or unpaid—granted to the employee under the FMLA exceed 12 weeks during the 12-month FMLA period. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.
- After the paid parental leave (and any short-term disability leave for employees giving birth) is exhausted, the balance of FMLA leave (if applicable) will be compensated through employees' accrued PTO. Upon exhaustion of accrued





PTO any remaining leave will be unpaid leave. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.

- The company will maintain all benefits for employees during the paid parental leave period just as if they were taking any other company paid leave.
- If a company holiday occurs while the employee is on paid parental leave, such day will be charged to holiday pay; however, such holiday pay will not extend the total paid parental leave entitlement.
- An employee who takes paid parental leave who does not qualify for FMLA leave will be afforded the same level of job protection for the period that the employee is on paid parental leave as if the employee was on FMLA/MFMLA-qualifying leave.
- Please refer to the FMLA Policy for additional information about other employee benefits related to the adoption process.

### **Requests and Procedures for Paid Parental Leave**

- When seeking leave under this policy, employees must provide to Human Resources the following:
  - The employee will provide his or her supervisor and the Human Resources department with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). The employee must complete the necessary HR forms and provide all documentation as required by the HR department to substantiate the request.
  - Periodic reports as deemed appropriate during the leave regarding the employee's status and intent to return to work.
  - As is the case with all company policies, the organization has the exclusive right to interpret this policy.
  - Failure to comply with the foregoing requirements may result in delay or denial of leave or disciplinary action, up to and including termination.

### **6.8 – Nursing Mothers**

The Company will accommodate the transition of mothers who are returning to work after the birth of a child for up to 3 years.

Nursing employees will be provided with more frequent or longer breaks as needed to express breast milk during the workday. Nursing mothers returning from maternity leave should speak with their manager or supervisor regarding their needs. Supervisors will work with nursing employees to develop a break schedule that is reasonable, accounts for needs that may vary from day to day and creates the least amount of disruption to the Company's operations.

Ready Seafood will provide a private area for nursing employees to express breast milk. Employees may use normal break and lunch periods to accommodate nursing needs.



**ACKNOWLEDGMENT OF RECEIPT OF  
READY SEAFOOD HANDBOOK**

My signature below acknowledges that I have received a copy of the Ready Seafood Handbook which is applicable for Ready Seafood and all US subsidiaries. I understand that I am responsible for reading and understanding the contents of this Handbook. I should direct any questions I have to my supervisor, manager, or HR.

I understand that the Handbook is a guide to explain the policies and rules of Ready Seafood and that it does not constitute a contract of employment nor a contract for any terms and conditions of employment. Ready Seafood may change the policies set forth in this Handbook at any time.

I also understand that I am employed as an employee at will, meaning that both the Company and I may end the employment relationship at any time with or without cause and for any reason not prohibited by law.

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**(Printed Name)**

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**(Employee Signature)**

