



Cooks for Hire

MANAGEMENT INC.

Casual Employment Agreement

Cooks for Hire Management Inc. herein known as “CFH”

NOTE: *As the growth of our company is increasing, from time to time, we need to adjust and revise our policies and/or procedures. Found below is our new Casual Employment Agreement. Please review at your earliest convenience and return it, signed & dated. If you have any questions or concerns, you may contact CFH Management at the information below. Please be advised that this policy can be changed or revised with or without notice.*

1. CLIENT AFFAIRS:

- a. You must treat all information received from our Clients about their business affairs confidential. Employees may not disclose information - pertaining to the Client - to any other person, firm or corporation. And this obligation survives their association with CFH.
- b. All CFH Employees are obligated to disclose information regarding conflicts of interest:
 - i. that may either arise during the course of the assignment or
 - ii. that they have knowledge of, prior to accepting an assignment
- c. Note that you become an Employee of CFH and not of our Client(s). We ask you to contact CFH if a Client offers you a shift(s) without CFH approval or knowledge. Accepting a shift from any of CFH’s Clients without being scheduled by CFH will result in a breach of contract.
- d. You may be offered regular employment by the companies we refer you to. When this occurs, we expect to be notified by both the Client and our Employee immediately.
- e. It is your responsibility to learn and abide by the Client’s house policies. Clients are required to provide a proper orientation to you before the start of a shift

2. EMPLOYER RESONSIBILITIES:

- a. All CFH Employees allow and authorize CFH to do reference checks, (as well as share information obtained from those reference checks) as well as Resume information, with CFH Clients and prospective Clients
- b. CFH Employees are considered “On-Call”. If we offer an assignment, and you choose not to accept it, we will go to the next person with qualifications on our list. You will not be penalized for being unable to accept the assignment.
- c. Employees who remain unavailable without notice or legitimate reasons may be terminated. CFH will not provide you with notice or compensation in lieu of notice if we terminate your employment.

3. SHIFT RESPONSIBILITIES:

- a. Once you have accepted an assignment, you must report to our Client as required, on time and ready to work.
- b. You should arrive 15 minutes before the scheduled shift to get fitted for uniforms and have a brief orientation with the Chef or similar person in charge. You are responsible to assure you are ready before the start of a shift (i.e. Arriving on time in proper uniform: Kitchen

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shifts - jacket, hair net, hat, necktie, apron, side towels, appropriate tools including knives, peelers, Construction: Worksafe approved shoes, tools, Server: Banquet uniform, etc.)

- c. **You are responsible for signing in and out on our time sheets provided at the Client location or through the ADP app (implementation in progress).** If a CFH sign-in sheet is not provided, please sign on the Client's time sheet and keep a record of your hours.
- d. If you forget to sign in and out on time sheets or on the ADP app, you must send an email to scheduling@cooksforhire.com within 48 hours to record the missed hours. If you are unable to submit missing hours within 48 hours after shift, CFH reserves the right to delay pay or forego it entirely without the written confirmation of hours.
- e. You are entitled to a ½ hour un-paid meal break after you have worked 5 hours. If this is not provided, or if you are expected to be available to work during your shift, please advise CFH Management or sign on the sheet that no break was taken. If you wish to forego the 30 minute break, please get manager approval, otherwise the 30 minute break may be taken off your paycheck automatically.
- f. Please sign worked hours in **15minute increments only**, otherwise floating minutes are subject to CFH Management discretion for payment.
- g. If you are required to work in excess of 8 hours/day or 40 hours/week, you are entitled to receive overtime pay. Please maintain your own record of overtime hours worked so if there is a discrepancy between the hours you claim and the hours reported by the Client, we can resolve it. **ALL OVERTIME MUST BE APPROVED BY A VERIFIED MANAGER OF THE CLIENT LOCATION.** If you do not get approval, the hours worked are considered on your own time and you will not be compensated for them.
- h. In the event a CFH Employee fails to show for a shift, the Employee **MUST** provide proof of extenuating circumstances as soon as they are able to. Failure to do so will be seen as abandonment of employment and will result in termination.
- i. If for any reason you are unable to report for a shift or may be late for your shift, you must contact CFH immediately, so we may send an alternate person or inform the Client of the circumstances. **DO NOT CONTACT THE CLIENT** directly unless authorized to do so by CFH. Your reason for being unable to work must be legitimate and unavoidable and we may require proof from you.

4. EMPLOYEE PAYROLL:

- a. The Current Wage Scale is attached to the Employment Package and is subject to change as per the discretion of the CFH Management Team. **Vacation pay earned (4% of current wages), will be payable at the same time as wages for that pay period.** You understand you will not receive additional pay if or when you take your annual vacation. If your employment with our company exceeds one year, you are entitled to 2 weeks of vacation time unpaid, as we have paid you previously.
- b. If an assignment is cancelled by a Client with less than 12 hours' notice, you will be offered an alternate assignment if one is available. If none is available, you will be paid 2 hours wages.
- c. Pay checks are issued bi-monthly as per the schedule included with your orientation package.
- d. Performance bonuses will be based on two criteria:
 - i. the Employee Evaluation from the Client
 - ii. Employee's dedication, flexibility & availability for CFH shifts.

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5. EMPLOYEE RESPONSIBILITIES:

- a. Make yourself aware of the Client's emergency exits, fire and medical equipment, as well as fire procedures in case of any emergencies.
- b. You are expected to perform the work you have been assigned correctly, in an efficient manner and in a reasonable length of time. If you perform at a level much lower than the one we have assigned you to, CFH reserves the right to notify and classify you for shifts of lower categories until improvement can be seen.
- c. You agree that the Client's equipment must be handled with due care to prevent damage. If you are not able to operate a piece of equipment, it is your responsibility to ask and find out. Assure any equipment and your personal workspace is cleaned, sanitized and ready for immediate use.
- d. You agree to be at the Client's business only for the duration of the shift. Arrive on time and depart when the shift is completed. Remaining on site to eat or drink, other than staff meals, is not acceptable.
- e. You agree to report any accident or injury, you have sustained, to our Client's supervisors and to CFH Management immediately (and to WorkSafe BC if necessary).
- f. You agree that you will use absolutely no drugs or alcohol prior to and during an assignment. If you are impaired by drugs or alcohol, you will be removed from the assignment and suspended without pay pending investigation.
- g. When you terminate your employment with CFH, you agree to deliver to CFH all documents, financial statements, records, manuals, plans, letters, reports, memoranda, notations, messages, telegrams, cables, studies, working papers, correspondence, contracts, agreements, invoices, blueprints, drawings, electronic or other transcriptions or notes of telephone conversations or conferences, computer discs, computer documentation and any and all paper written, printed, typed, punched, taped, or filmed, and any graphic matter or tangible thing, however produced or reproduced, in any way relating to the affairs of CFH and its subsidiaries or affiliated companies which may be in your possession or under your control.
- h. You agree to communicate as soon as reasonably possible to CFH of any opportunity, invention, discovery, or business improvement, and any and all conceptions and ideas related to an opportunity, invention, discovery, or business improvement which, during your employment, you may conceive, make or discover, or of which you may become aware directly or indirectly, or which may be presented to you in any manner, that relates in any way to the type of business of CFH either as it is at the date this Agreement is made or as it may develop during the term of this Agreement. Any such business opportunity, invention, discovery or improvement shall be the exclusive property of CFH. You agree to assign all your interest to CFH, and there shall be no obligation upon CFH to make any payment to you in addition to the compensation provided in this Agreement.
- i. You acknowledge that, during the employment, you may have access to confidential information concerning CFH of a special and unique value including, but not limited to, books, records, documents and oral communications pertaining to operations, finance, accounting, sales, personnel, management, customer names, customer addresses, price lists, customer requirements, costs of providing service or equipment, operating costs, maintenance costs, material costs and pricing matters. You recognize that CFH's business is dependent in part upon trade secrets, including secret materials, techniques, methods, processes, data and the like. You will not, during the term of this Agreement or at any time after your employment, disclose the private affairs of CFH, including such

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confidential information and trade secrets of CFH, to any person except with the express authorization of CFH.

- j. You agree that each person for whom CFH performs services during the term of this Agreement is and shall be a customer of the CFH, during the term of this Agreement and at all times after your employment, notwithstanding that such person may have been induced to give his or her patronage to CFH by the solicitation of you, or of someone on your behalf, before or during the term of this Agreement, and that such person may have been your previous customer.
- k. You agree that, during the term of this Agreement and at all times thereafter, you shall not assist any person to become acquainted with the customers of CFH, and shall not divulge or disclose the name or address of a customer of CFH and, without limiting the generality of the foregoing, shall not take any advantage, directly or indirectly, of contacts established between you and the customers of CFH during the term of this Agreement.
- l. During the term of this Agreement and for a period of two years after termination of this Agreement, you agree that you shall not, directly or indirectly, as an individual, as a member, Employee or agent of a firm, as a shareholder, director, officer, Employee or agent of a corporation, or as part of any other organization or group, participate in, assist, engage in, advise or consult for, lend money to, guarantee the debts or obligations of, permit his name to be used by, or be in any way connected with any business similar in nature to all or any part of CFH's business or which competes in anyway with the CFH's business.

I have read, understand and agree to the conditions of the CFH Casual Employment Agreement:

Signature: _____

Print Name: _____

Date: _____ / _____ / _____
(MM/DD/YYYY)