

# EMPLOYEE HANDBOOK

## TABLE OF CONTENTS

WELCOME TO .....	4
THE MISSION OF .....	5
ABOUT .....	6
CORPORATE VALUES OF .....	7
ABOUT THIS EMPLOYEE HANDBOOK.....	8
CUSTOMERS.....	9
NOTICES.....	10
EQUAL EMPLOYMENT OPPORTUNITY.....	10
NON-DISCRIMINATION AND ANTI-HARASSMENT .....	11
AMERICANS WITH DISABILITIES ACT .....	12
CONFIDENTIAL NATURE OF WORK .....	12
EMPLOYMENT ELIGIBILITY VERIFICATION.....	13
EMPLOYMENT .....	14
HOW AND WHY YOU WERE SELECTED .....	14
THE OPEN DOOR.....	15
RUMORS.....	15
CONFLICT OF INTEREST AND OUTSIDE WORK.....	15
RECEIVING BUSINESS GIFTS.....	16
FALSIFICATION OF DOCUMENTS AND FRAUD.....	16
WEAPONS AT WORK .....	16
WORKPLACE VIOLENCE--ZERO TOLERANCE POLICY .....	17
INITIAL EMPLOYMENT PERIOD.....	18
EMPLOYEE CATEGORIES .....	19
TRANSFERS AND PROMOTIONS .....	20
ANTI-NEPOTISM.....	20
COMPENSATION .....	21
PERFORMANCE MANAGEMENT.....	21
CONFIDENTIALITY .....	21
OVERTIME .....	22
SALARY DEDUCTIONS.....	22
PAY CHECKS.....	23
TIME RECORDS.....	23

PERSONNEL RECORDS .....	24
MEAL BREAKS .....	25
EXPENSE REIMBURSEMENTS .....	26
<b>TIME OFF.....</b>	<b>28</b>
PTO (PAID TIME OFF).....	28
UNUSED PTO.....	30
HOLIDAYS .....	31
BEREAVEMENT LEAVE .....	32
FAMILY AND MEDICAL LEAVE OF ABSENCE (FMLA).....	33
PURPOSES FOR WHICH LEAVE CAN BE TAKEN.....	33
MEDICAL OR PERSONAL LEAVE OF ABSENCE.....	37
FLORIDA CRIME VICTIM LEAVE.....	38
JURY DUTY .....	39
MILITARY SERVICE LEAVE FOR ACTIVE DUTY .....	40
VOTING .....	40
<b>GROUP BENEFITS.....</b>	<b>41</b>
DISCLAIMER OF BENEFITS.....	41
HEALTH INSURANCE .....	42
SIMPLE IRA - SAVINGS INCENTIVE FOR EMPLOYEES.....	42
CONTINUATION OF HEALTH INSURANCE UNDER COBRA .....	43
WORKER'S COMPENSATION INSURANCE .....	44
EMPLOYEE DISCOUNT .....	44
<b>EMPLOYEE CONDUCT .....</b>	<b>45</b>
STANDARDS OF CONDUCT .....	45
MISCONDUCT.....	46
EMPLOYEE PROBLEM SOLVING PROCEDURE .....	48
SEXUAL HARASSMENT .....	49
REPORTING HARASSMENT.....	50
SMOKING.....	51
ATTENDANCE AND TARDINESS .....	52
EMPLOYEE LOCKERS .....	53
DRIVER SAFETY .....	54
PERSONAL APPEARANCE.....	55
DRESS CODE GUIDELINES .....	55
NAME BADGES.....	57
HOUSEKEEPING AND OFFICE APPEARANCE.....	57
PARKING .....	57

ELECTRONIC DEVICES.....	57
COMPUTER, EMAIL AND INTERNET USAGE.....	58
RIGHT TO MONITOR AND CONSEQUENCES.....	60
PERSONAL WEB SITES AND WEB LOGS.....	61
<b>SAFETY AND WORK RULES .....</b>	<b>63</b>
EMPLOYEE SAFETY.....	63
INFECTIOUS DISEASE.....	66
ACCIDENTS .....	66
SECURITY .....	67
ADVERSE WEATHER CONDITIONS POLICY.....	68
SUBSTANCE ABUSE POLICY.....	69
DRUG TESTING .....	70
<b>LEAVING THE COMPANY .....</b>	<b>71</b>
TERMINATION .....	71
IMMEDIATE TERMINATION .....	71
RESIGNATION.....	73

## WELCOME TO

Thank you for joining \_\_\_\_\_; (hereinafter called the Company). We hope you will find your employment here a rewarding experience. We look forward to the opportunity of working together to create a more successful company.

We also want you to feel that your employment with \_\_\_\_\_ will be a mutually beneficial and gratifying one. You have joined an organization that has established an outstanding reputation for quality and customer service. Credit for this goes to everyone on our outstanding team.

As a member of \_\_\_\_\_ team, you will be expected to contribute your talents and energies to further improve the environment and quality of our company. Your fellow employees, especially your manager, want to help you get off to a great start. Feel free to ask them for help concerning anything at the Company that you don't understand.

One of the first things you should do is carefully read this Employee Handbook. The handbook has been written to serve as the guide for the employer/employee relationship. It is your responsibility as an employee of \_\_\_\_\_ to perform within the guidelines of \_\_\_\_\_ and have a thorough understanding of all areas of this Employee Handbook.

It is not only our expectation that you have a complete understanding of this Employee Handbook; it is a requirement that you understand and practice its policies. We extend to you our personal best wishes for your success and happiness at \_\_\_\_\_

Best regards,

Management

# THE MISSION OF

strives to provide our community with the information, knowledge and products necessary to achieve, improve and maintain a healthy lifestyle.

We accomplish this mission by committing:

## *To our customers:*

- To provide the industry leadership necessary to foster customer trust
- To share our knowledge so as to make a difference in customers' lives
- To provide service to our customers beyond their expectations
- To provide the products customers desire at the most affordable price point

## *To our employees:*

- To develop and encourage a most pleasant work environment
- To treat employees with the utmost respect
- To acknowledge and reward employees for their contributions to our success

## *To our communities:*

- To be an outstanding partner in the communities where we live and work

## *To our environment and planet:*

- To promote sustainability and stewardship of our great land's natural resources.

# CORPORATE VALUES OF

The Board of Directors, Corporate Officers, Executive Management and staff of  
in implementing the Mission of the corporation, subscribe to  
the following values:

- 1) We will respect each other first and foremost; and that level of respect will carry over to our customers, our vendors and our neighbors.
- 2) We will maintain product integrity at all times.
- 3) We will ensure that all information shared with our customers is current and accurate.
- 4) We will ensure that our staff is knowledgeable and up to date with the latest product information and do our best to live the healthy lifestyle we promote.
- 5) We will provide customers with caring and personalized attention to ensure they are getting the product and/or information they are seeking.
- 6) We will always endeavor to achieve 100% customer satisfaction - servicing customers beyond their expectations.
- 7) We are committed to provide excellent service to our customers, vendors and fellow employees.
- 8) We will maintain a friendly work environment, wherein fellow employees enjoy their work, customers feel welcome and vendors seek to become part of our team.

## ABOUT THIS EMPLOYEE HANDBOOK

This Employee Handbook has been prepared to inform you of the Company's history, philosophy, employment practices, and policies, as well as the benefits provided to you as a valued employee. The procedures, practices, policies and benefits described here may be modified or discontinued from time to time. We will try to inform you of any changes as they occur. No one other than the Managing Partner may alter or modify any of the policies in this Employee Handbook.

NONE OF THE POLICIES OR GUIDELINES CONTAINED IN THIS EMPLOYEE HANDBOOK CREATES EITHER AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT. Other than the Company's Managing Partner, no representative of the Company has any authority to enter into any employment agreement for any specified period of time. To bind the Company, any such agreement must be in writing and signed by the Managing Partner of . No statement or promise by a Managing Partner or department head may be interpreted as a change in policy nor will it constitute an agreement with an employee.

If you believe that any representative of the Company has either altered the Company's policies or entered into a contract with you on behalf of the Company, notify the Managing Partner in writing immediately. Failure to notify constitutes an acknowledgement on your part that no such representation has been made.

Unless you have a written employment agreement signed by you and the Managing Partner, you retain the status of "at will" employee. "At will" employees can terminate their employment from the Company whenever they wish and for whatever reason they might have, just as the Company can terminate an "at will" employee at any time and for any reason or no reason.

This Employee Handbook contains rules, regulations and general information regarding the Company. Read the Handbook carefully. You will later be required to sign a Certificate acknowledging receipt and understanding of the Employee Handbook. Your signature to this Certificate means that you have read and fully understand the information contained in this Employee Handbook, so it is very important that you in fact read the entire handbook and understand its contents.

## CUSTOMERS

Customers are very important to us. Every employee represents the Company to customers and the public. One of the highest priorities at the Company is to help any customer or potential customer. Nothing is more important and rewarding than being courteous, friendly, prompt, and helpful to our customers.

Your contacts with the public, your telephone manners, and any communications you send to customers reflect not just on you but also on the professionalism of the Company. Good customer relations build greater customer loyalty and increased profits.

Our history, the background of the owners, store size, growth and our mission statement are important for you to understand. We are a center where many people come to get in touch with something that is dear to them - their health. And this is the very reason we are in this business - because of people and our collective desire to protect and enhance the quality of their lives. This is our basic philosophy.

We expect that each person hired will understand, participate in, and help expand this basic philosophy. Success of a business, over time, results not just from increase in sales volume or profit, but also from the growth of individuals who are creating the energy, excitement, and atmosphere through commitment, innovation, and increased effectiveness in serving customer needs.



# NOTICES

## EQUAL EMPLOYMENT OPPORTUNITY

Equal Employment Opportunity has been, and will continue to be, a fundamental principle at the Company where employment is based upon personal capabilities and qualifications without discrimination because of race, color, sex, religion, age, marital status, national origin, disability, veteran's status, citizenship status, sexual orientation, political affiliation, or any other category protected federal, state or local statute.

This policy of Equal Employment Opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, training, termination and all other terms and conditions of employment.

In addition, we will provide reasonable accommodation to the needs of disabled applicants or employees who have a known disability, so long as this does not create an undue hardship for the Company or threaten the health and/or safety of others at work. Denying a qualified person the chance to contribute to our effort because he or she is a member of a minority group is unfair to everyone. This policy has the total support of the Company as well as the entire management team.

Any employee or job applicant who feels that he or she has been subjected to discrimination or retaliation for making a discrimination complaint should immediately report the incident directly to their supervisor, another member of management, or the Managing Partner. Appropriate disciplinary action may be taken against any employee willfully violating this policy, or retaliating against anyone, who has, in good faith, reported a violation of this policy.

## NON-DISCRIMINATION AND ANTI-HARASSMENT

The Company has adopted a policy of "zero tolerance" with respect to employee harassment. Harassment of any kind is counter-productive and does not belong in a work setting. The Company does not tolerate harassment on the basis of race, color, sex, religion, age, marital status, national origin, sexual preference, physical or mental disability or any other protected characteristic as established by law or any protected status by any person - including any manager, co-worker, vendor, client or customer. Violations of this policy will subject an employee to discipline, up to and including termination of employment.

Harassment is defined as verbal, physical, or visual conduct related to any protected status which:

- Denigrates or shows hostility or aversion toward an individual because of their protected status, or that of their relatives, friends or associates;
- Has the purpose or effect of creating an intimidating, hostile or offensive working environment;
- Has the purpose or effect of unreasonably interfering with an individual's work performance; or
- Otherwise adversely affects an individual's employment opportunities.

Workplace harassment can take many forms. It may be, but is not limited to, words, epithets, slurs, negative stereotyping, signs, offensive jokes, cartoons, pictures, posters, e-mail jokes or statements, pranks, intimidation, physical assaults or contact, or violence that relate to any protected status. Harassment is not necessarily sexual in nature.

It may also take the form of other vocal activity including derogatory statements not directed to the targeted individual but taking place within their hearing. Other prohibited conduct includes written material such as notes, photographs, cartoons, articles of a harassing or offensive nature, and taking retaliatory action against an employee for discussing or making a harassment complaint.

## AMERICANS WITH DISABILITIES ACT

It is the policy of the Company to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA). The Company will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. The Company will also make reasonable accommodations wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential duties and assignments connected with the job and provided that any accommodations made are reasonable and do not impose an undue hardship on the Company.

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact their immediate manager. The Company encourages individuals with disabilities to come forward and request reasonable accommodation.

## CONFIDENTIAL NATURE OF WORK

All Company records and information relating to Company or its customers are confidential and employees must therefore, treat all matters accordingly. No Company or Company-related information, including without limitation, documents, notes, files, records, oral information, computer files or similar materials (except in the ordinary course of performing duties on behalf of Company) may be removed from Company's premises without permission from Company.

Additionally, the contents of Company's records or information otherwise obtained in regard to business may not be disclosed to anyone, except where required for a business purpose. Employees must not disclose any confidential information, purposefully or inadvertently through casual conversation), to any unauthorized person inside or outside the Company. Employees who are unsure about the confidential nature of specific information must ask their supervisor for clarification. Employees will be subject to appropriate disciplinary action, up to and including termination, for knowingly or unknowingly revealing information of a confidential nature.

## EMPLOYMENT ELIGIBILITY VERIFICATION

The Immigration Reform and Control Act (IRCA) require all U.S. employers to verify employment eligibility and identify all employees hired to work in the United States.

All new employees must complete Section 1 of the I-9 Form no later than the close of business on the employee's third day of employment services; the employer is responsible to complete Section 2 of the I-9 Form.

Proper documentation establishes both that the employee is authorized to work in the U.S. and that the employee who presents the employment authorization document is the person to whom it was issued. If the employee is unable to provide satisfactory documentation, employment may be discontinued.

# EMPLOYMENT

## HOW AND WHY YOU WERE SELECTED

The company is committed to providing a safe and secure environment for our employees as well as our customers. This is why we carefully select our employees through a detailed written application, careful interviewing, and thorough reference and background checks.

Every applicant for employment must be drug free, must possess the qualifications for the position, and must thoroughly complete an application form with accurate information.

The Company will not consider an incomplete or inaccurate application. Applicants that misrepresent or falsify any information on their employment application will not be considered for employment. Providing incomplete or inaccurate information, including information during the employment process constitutes grounds for immediate discharge, if hired. In addition, each applicant must sign a certification authorizing the Company to conduct the following background checks, where the information gathered is deemed necessary:

- Personal references
- Former employers
- Academic and licensing credentials
- Criminal records
- Driving records
- Credit report
- Drug Screening
- Other background checks

## THE OPEN DOOR

One of our foremost goals at the Company is to ensure that you have a way to express your complaints, problems, opinions, suggestions, or comments. Our Problem Solving Procedure has that aim in mind, and we encourage you to utilize it as your normal way of solving problems. However, you have the right to talk about work related problems or complaints with any supervisor or any other member of management with whom you feel comfortable. This is our Open Door Policy and we want you to feel free to use it.

## RUMORS

Rumors have a habit of flying around from time to time and some people seem to delight in passing them on as the truth. Spreading rumors about the company or co-workers is considered misconduct and is not tolerated. When you hear a rumor, please advise your supervisor. We want to keep the lines of communication clear and uncluttered and we want you to have the answers to all of your questions.

## CONFLICT OF INTEREST AND OUTSIDE WORK

The Company would prefer that employees not obtain any job in addition to working at the Company, although we realize that it may be necessary in some situations.

Please remember that your first obligation is to the Company, including regular and additional work hours as well as any meeting(s) requiring your attendance. Therefore, should you find it necessary to work a second job; you must obtain permission from your supervisor and also be sure it will not create a scheduling problem or a conflict of interest.

## RECEIVING BUSINESS GIFTS

Company employees are prohibited from accepting unusual gifts, gratuities, or entertainment from individuals or companies doing business with the Company. Receiving gifts or other items places the employee in a difficult position which could create embarrassment or a conflict of interest for the employee and the Company. Therefore, all gifts valued more than \$25 must be courteously refused or referred to the Department Manager and a decision will be made on acceptance according to the circumstances.

## FALSIFICATION OF DOCUMENTS AND FRAUD

Any employee who is found to have falsified any document pertaining to their employment with the Company, customer information, or any document pertaining to the general business operations of the Company, will be subject to immediate dismissal.

Employees found to have been involved in any theft or fraud at the Company or at any time in their employment history will also be subject to immediate dismissal.

## WEAPONS AT WORK

Company employees are not allowed to have weapons such as knives, guns, rifles, explosives, or any other device whose primary purpose is the infliction of bodily harm in their possession while at work. Employees who violate this policy will be subject to immediate dismissal.

## WORKPLACE VIOLENCE--ZERO TOLERANCE POLICY

The Company has adopted a Zero Tolerance Policy for workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion, that involve or affect the Company or that occur on Company property will not be tolerated. Examples of workplace violence include, but are not limited to, the following:

- All threats or acts of violence occurring on Company premises, regardless of the relationship between the Company and the parties involved in the incident;
- All threats or acts of violence occurring off the Company's premises involving someone who is acting in the capacity of a representative of the Company;
- All threats or acts of violence occurring off the Company's premises involving an employee of the Company if the threats or acts affect the legitimate interests of the Company; and/or

Every employee and every person on Company property is encouraged to report incidents of threats or acts of physical violence of which he or she is aware. The report should be made to your supervisor or any member of management.



## INITIAL EMPLOYMENT PERIOD

Every new employee goes through an initial period of adjustment in order to learn about the Company and about their job. During this time the employee will have an opportunity to find out if they are suited to, and like, their new position.

Additionally, the initial employment period gives the employee's supervisor a reasonable period of time to evaluate their performance. The initial employment period is 90-days. During this time, the new employee will be provided with training and guidance from their designated co-worker, supervisor and/or store manager.

The employee may be discharged at any time during this period if their Store Manager concludes that their performance is not progressing or performing satisfactorily. Under appropriate circumstances, the initial employment may be extended.

Additionally, as is true at all times during an employee's employment with the Company, employment is not for any specific time and may be terminated at will, with or without cause and without prior notice.

At the end of the initial employment period, the employee and their supervisor may discuss their performance. Provided their job performance is "satisfactory" at the end of the initial employment period, the employee will continue in our employment as an at-will employee.

## EMPLOYEE CATEGORIES

Based on the conditions of employment, employees of the Company fall into the following categories:

Full-time regular employees: Employees classified as exempt or non-exempt and work a regular scheduled of 40 hours per week.

Part-time regular employees: Employees are classified as exempt or non-exempt and are scheduled to work less than 40 hours per week.

Temporary employees: A temporary employee is hired for a specified project or time frame and may work an irregular schedule. A temporary employee in a non-exempt position is paid by the hour while a temporary employee in an exempt position is paid according to the terms of hire for that individual. Temporary employees do not receive any additional compensation or benefits provided by the Company.

## TRANSFERS AND PROMOTIONS

The Company takes pride in promoting from within and to assist employees along their professional growth. Employee eligibility for promotion will be determined by the requirements of the new job. Candidates for promotion will normally be screened and selected on the basis of attendance and work records, performance reviews, and job-related qualifications at the discretion of management.

The Company may require employees to make either a temporary or long-term job transfer in order to accommodate the organization's business needs. Promoted and transferred employees will be subject to the provisions of the Initial Employment Period policy in their new positions. The employee remains an at-will at all times and the employment-at-will relationship is not altered by a promotion or completion of the subsequent introductory period.

## ANTI-NEPOTISM

As a matter of policy, the Company does not permit the employment of relatives of current employees, except under special circumstances approved by the Board of Directors and in compliance with our policy of equal employment opportunity.

If consideration is being given to the employment of a relative, approval by the Board of Directors is required. Marital status is not an automatic bar to employment, unless the employment of a spouse creates a job related conflict of interest.

# COMPENSATION

## PERFORMANCE MANAGEMENT

In order to attract and retain a highly qualified and competent work force, the Company has instituted a performance management program to bonus employees in a fair and equitable manner based upon demonstrated job performance, and in accordance with its Equal Employment Opportunity policy.

Through this program employees will receive constructive work reviews designed to address performance and skill developmental needs and interests. Under usual and appropriate circumstances, employees should receive a performance review every six months. The purpose of the evaluation is to share and compare your thoughts with the thoughts of your direct supervisor. This program does not guarantee a salary increase or bonus.

If an employee's job responsibilities change substantially at any time after the work review, however, another may be performed before the next scheduled review, after the new assignment has begun.

## CONFIDENTIALITY

Many different factors are considered when assigning a pay rate to an individual. If you discuss your salary or any bonuses with people in your peer group, you may get hit by the jealousy of others. This might be especially severe if the other person starts complaining about your higher pay to his/her manager - it tends to backfire.

Not talking about your pay is the wiser thing to do in many circumstances. It causes you to focus more on yourself and on your own needs, and it prevents unnecessary stress or jealousy from others.

Nutrition S'Mart requires you to keep your pay rate confidential. Failure to do so could result in termination.

## OVERTIME

**Exempt Versus Non-Exempt Status:** At the time of hire, employees are classified as either "exempt" or "non-exempt." This is necessary because, by law, employees in certain types of jobs are entitled to overtime pay for hours worked in excess of forty hours (40) per workweek. These employees are referred to as "non-exempt" in this Handbook. This means that they are not exempt from (and therefore should receive) overtime pay.

**Overtime Authorization:** The Company recognizes that from time to time it is necessary for non-exempt employees to perform overtime work in order to complete a job on time. However, in order to prevent abuse, EMPLOYEES SHOULD NOTIFY THEIR MANAGER AS SOON AS THEY KNOW THEY WILL HAVE TO WORK OVERTIME (MORE THAN 40 HOURS) IN A GIVEN WORK WEEK. AN EMPLOYEE'S FAILURE TO OBTAIN SUCH PRIOR AUTHORIZATION TO WORK OVERTIME IS GROUNDS FOR DISCIPLINE, UP TO AND INCLUDING TERMINATION.

**Calculation of Overtime:** In calculating overtime pay, holiday, vacation, sick, and other time off does not count in this calculation, only actual time worked.

## SALARY DEDUCTIONS

Being paid on a "salary basis" means an employee regularly receives a predetermined amount for each pay period constituting all or part of the employee's compensation for work performed during that period. This amount should not fluctuate based on the Company's availability of work, or the employee's quality or quantity of work performed. As a general rule, a salaried, exempt employee should receive his or her full salary for each workweek, regardless of the number of days or hours actually worked. If no work is performed in a given week, compensation is not required by law.

## PAY CHECKS

It is the policy of the Company to comply with applicable laws that require records to be maintained of the hours worked by our non-exempt employees. All employees are normally paid by direct deposit or paper check bi-weekly. In order to complete the payroll and prepare paychecks, the payroll period closes on the Saturday prior to the Friday payday every other week.

Our two week pay period begins on Sunday at 12:01 a.m. and ends two weeks later on Saturday at 12:00 midnight. Please ask your store manager for the current payroll schedule.

Checks will be given only to the person whose name appears on the check. Every effort is made to avoid errors in your paycheck. If you believe an error has been made, tell your manager immediately. Your manager will take the necessary steps to research the problem and to assure that any necessary correction is made properly and promptly.

## TIME RECORDS

It is the responsibility of nonexempt employees to accurately record the time they begin and end their work. They must also record any meal break or departure from work for personal reasons. Overtime work must always be approved before it is performed.

An employee is not allowed to clock in or out before their shift begins or ends. Failure to adhere is cause for disciplinary action, including termination.

If an employee forgets to clock in or out, he or she must notify his or her supervisor immediately so the time may be accurately recorded for payroll.

All employees are required to keep their supervisor advised of their departures from and returns to their work location during the work day, and to ensure that their time cards accurately reflects the time actually worked.

It is the responsibility of each employee to make sure their time is reported accurately.

## PERSONNEL RECORDS

Keeping your personnel file up-to-date is important to you because it enables the Company to reach you in an emergency, forward your mail, properly maintain your insurance and other benefits, and compute your payroll deductions. The Company should be notified promptly of changes in:

- Name
- Address and telephone number
- Marital status (for insurance and withholding tax purposes)
- Beneficiary or dependents listed in your insurance policy
- Number of dependents listed in your insurance policy
- Person to notify in case of accident

In addition, please let us know about the completion of any training or educational courses, so that you may receive proper consideration as better job opportunities arise throughout the Company. The Company will maintain all of this information in your official personnel file.

## MEAL BREAKS

All nonexempt employees who work a six-hour day or more is permitted a non-compensable meal break of 30 minutes.

Meal breaks are not counted toward worked hours.

Employees are to be completely relieved from duty during their meal break. All meal breaks must be taken away from the employee's normal work area.

If an employee is required to perform any work duties while on his or her meal break period, the employee must be compensated for the time spent performing work duties. The time spent working during the meal break will be counted toward the total hours worked.

Failure to return on time from breaks or lunch will subject the employee to disciplinary *action*.



## EXPENSE REIMBURSEMENTS

At times employees will be required to use their personal vehicle to travel to and from work related events, such as tradeshow, training seminars, visits to other store locations, competitor shopping, etc. You may also need to use your personal funds to pay for other expenses such as meals or lodging. compensates employees within the following guidelines:

Note: All travel must have prior approval.

### Auto Expenses

- Efforts to carpool with other employees should be exhausted before driving alone.
- Starting and ending mileage reading from your vehicle must be turned in as proof of travel. A printout from Google or Yahoo Maps is not acceptable proof.
- The company will reimburse for personal miles according to the current IRS standard mileage rate. Alternate travel arrangements should be explored for recurring trips.
- Fees paid for parking and/or tolls must be accompanied by receipts in order to be reimbursed.
- If parking or tolls is paid via your personal Sun Pass, you may submit a printout from Sun Pass for those dates as proof of the expense.
- Rental cars may be utilized for carpooling to and from conventions and may be the more cost effective way of travel. Please be sure to speak to your manager regarding this option.

### Meals

- The Company will reimburse the employee up to \$50 per day for meals when the employee has travelled and staying overnight for conference, seminars, tradeshow and the like.
- When an employee has travelled to another store and will not be staying overnight, the Company will reimburse the employee up to \$20 for a lunch meal.

### Lodging Expenses

- Lodging expenses should be arranged so that they can be paid by the company's corporate credit card account. This must be arranged prior to travelling.
- Lodging prices vary widely by city. An effort to keep the lodging expense as low as possible is appreciated. Rates that are between \$89 to \$150 per night are acceptable. However, safety is our primary concern and there may be times that this rate range is not achievable. Please be sure to speak to your manager regarding lodging expenses that exceed \$150.
- Lodging expenses will be approved if an employee is more than two hours from their home at the end of a work day.
- If lodging expenses exceed the recommended rates, room sharing may be required of travelers of the same gender.

### Cell Phone Expenses

- Because most people already own cell phones, personal cell phone reimbursements are only issued to those employees who work at least 50% of the time outside of the store or who work between two different store locations and have the need to be readily contacted.
- If your personal cell phone plan is not an unlimited plan, other cell phone arrangements may be necessary if you meet the criteria above.
- The average cell phone reimbursement is \$40 per month.
- Please be sure to speak to your manager regarding cell phone reimbursements.

(Note: Employees must complete the form titled: Employee Travel Expense Reimbursement Request to receive a reimbursement. All corresponding receipts must also be attached. Turn all requests into your Store Manager.)

# TIME OFF

## PTO (PAID TIME OFF)

The Company believes that its employees are the key to what makes a company GREAT! While work makes up a large portion of an employee's life, we believe that a balance between work and play is essential in maintaining quality performance and a fun atmosphere in which we work. To help foster this idea, the Company has designed a Vacation and Sick time off policy that incorporates both policies into one called a personal time off plan or (PTO).

This plan applies to all full-time and part-time employees who have completed their 90-day introductory period. Accrual of PTO begins at the completion of 90-days. Part-time employees are eligible for PTO compensation but must work at least 20 hours per week (1,040 per year).

The following table identifies the accrual rates and the length of service required for each rate. The PT and FT columns display the approximate number of hours you would accrue based on the number of hours you work throughout the year whether you are a Part Time or Full Time employee.

Length of Service	Accrual Rate	Approx PT	Approx FT
3 months	.03076	31.99	63.98
36 months	.05000	52.00	104.00
60 months	.06920	71.96	143.93
120 months	.08460	87.98	175.96

PTO should also be utilized any time you have a contagious illness such as a cold, flu, strep throat, etc. You are expected to stay at home while exhibiting symptoms of a contagious illness. Coming to work with a contagious illness increases the risk of spreading the infection. Stay at home and get well. Return to work when you are no longer contagious. Be sure to contact your manager daily when out with a contagious illness.

## PTO (PAID TIME OFF) - continued

PTO is designed for reasonable personal illness, family illness, family activities, vacations and extra holiday time. PTO should be scheduled as early as possible, and at least three weeks in advance and have supervisory approval.

PTO will be scheduled through your supervisor on a first come, first serve basis. Where there is a conflict, the more senior employee will have preference. Seniority is based on continuous, unbroken service, including authorized leaves of absence.

Any changes in PTO must be approved by the management. Employees on a leave of absence, other than a military leave of absence, are required to use all accrued PTO time as part of the leave. In addition, employees on a leave of absence will not accrue any new PTO time during any unpaid leave (see FMLA policy).

We realize that family emergencies may arise from time to time and request that you pre-schedule all personal leave time, when possible, to avoid staffing issues.

If you are absent from work due to illness or injury you should report your absence to your manager as early as possible but no later than two hours before your scheduled arrival time.

Your manager must be contacted each day of absence due to illness. Any employee who fails to contact their Manager may be considered as having voluntarily resigned.

## UNUSED PTO

Unused PTO, with approval from your immediate supervisor may be carried over from one calendar year to the next, but the majority must be used within two months following your anniversary date. Please keep in mind that scheduling large amounts of PTO at one time may interfere with the current work load and must be discussed with your direct supervisor prior to making your personal arrangements.

The Company believes that each employee should take at least a 40 hour work break each year. The Company adopted a new policy as of December 2011 which allows employees with a PTO balance greater than 40 hours, and upon their anniversary date, to "cash out" any accrued PTO time that is over 40 hours.

The employee PTO balance is reported on the weekly pay stubs and it is the employee's responsibility to monitor the PTO balance for accuracy. If there are ever any questions regarding your PTO balance, please be sure to speak to your immediate supervisor and or store manager.

If you terminate your employment and give a minimum of a two-week notice or are terminated, you will be paid for all earned and unused PTO time, but only if you have completed at least one year of continuous employment. If you are showing a negative balance upon termination, your final paycheck will be adjusted to reflect the negative hours.

## HOLIDAYS

The Company usually provides seven (7) paid holidays to all full-time and part-time regular employees after completing ninety (90) days of continuous employment.

The holidays are:

- New Year's Day\*
- Easter\*
- Memorial Day\*
- 4th of July\*
- Labor Day\*
- Thanksgiving Day\*
- Christmas Day

*Note: \* As a retail establishment, the Company may be open on these holidays, which is subject to change.*

The following conditions apply:

- Holiday pay will not be considered as time worked for the purpose of overtime calculations.
- Holiday pay is computed at individual employee's base rate of pay.
- Holiday pay is prorated for part-time employees.
- Holidays will not be paid to employees on any type of unpaid leave.
- Holidays falling within an approved scheduled vacation will be recorded as holiday pay.

Persons observing other religious holidays will be granted time off without pay, if requested in advance and if it does not create an undue hardship on the company.

When a holiday falls on the employee's scheduled day off, the employee is to be given another day off with pay either 30 days before or 30 days after the holiday with manager approval.

## BEREAVEMENT LEAVE

The Company offers bereavement leave to provide a time for mourning after the loss of an immediate family member. The Store Manager authorizes the use of bereavement leave. An eligible employee may take up to three days of paid leave for a death in the immediate family.

The immediate family includes: spouse, child, mother, father, sister, brother, mother and father-in-law, brother and sister-in-law, grandparent and grandparent-in-law only.

If additional time is needed, personal time off (PTO) may be taken with supervisory approval.

Bereavement leave may be granted with or without pay. Part time employees bereavement leave may be prorated based on the average number of hours worked.

## FAMILY AND MEDICAL LEAVE OF ABSENCE (FMLA)

The Company is covered under the federal Family and Medical Leave Act (FMLA) and provides job protected leaves of absence to eligible employees in certain circumstances in accordance with the FMLA.

### **FMLA Eligibility and Amount of Leave:**

If you have been employed for a minimum of twelve (12) months (which need not be consecutive), and have worked at least 1,250 hours of service during the twelve (12) months prior to needing leave, then you are eligible for leave under the FMLA. You will be entitled to twelve (12) weeks of unpaid leave based on a "rolling" back twelve (12) month period.

## PURPOSES FOR WHICH LEAVE CAN BE TAKEN

Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the employee's child after birth, or placement for adoption or foster care (Leave taken for this reason must be completed within the 12 month period beginning on the date of birth or placement);
- To care for the employee's spouse, son, daughter or parent (but not in-law) who has a serious health condition;
- For the employee's own serious health condition that makes the employee unable to perform one or more of the essential functions of the employee's job; and/or
- Because of any qualifying exigency arising out of the fact that an employee's spouse, son, daughter or parent is a covered military member on active duty or has been notified of an impending call or order to active duty status in the National Guard or Reserves in support of contingency operation.



Qualifying exigencies may include attending certain military events, short notice deployment, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, rest and recuperation, and attending certain post-deployment activities.

## **Notice of Eligibility for, and Designation of, FMLA Leave**

Employees requesting FMLA leave will receive written notice informing them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. If eligible for FMLA leave, employees will receive, 1) written notice of their rights and responsibilities, 2) the designation of leave as FMLA-qualifying or non-qualifying, and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

## **Intermittent Leave and Reduced Leave Schedules**

FMLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary.

## **Health Care Provider Certification of "Serious Health Condition":**

Health care provider certification of your serious health condition or that you are needed to care for a covered family member with a serious health condition is required. You must provide certification from a responsible health care provider within fifteen (15) days after you request FMLA leave, if possible, and no later than the date your leave begins if you were able to give thirty (30) days advance notice of your need for FMLA leave.

You may be required to provide subsequent medical recertification during your leave. Failure to provide requested certification within fifteen (15) days, if practicable, may result in delay of further leave until it is provided.

## **Group Health Insurance and Payments:**

During FMLA, the Company continues to pay its portion of your health insurance benefits, and you continue to pay your portion. If paid time off (e.g. vacation days) is substituted for unpaid leave, the Company will deduct your portion of the premiums as a regular payroll deduction. If, on the other hand, the leave is unpaid, you must pay your portion of the premiums by making arrangements with the Accounting Department. Failure to pay your portion timely may result in the termination of coverage.

## **Paid Holidays and Vacation during FMLA**

Paid holidays are not provided to employees who are on family and medical leave and vacation time, as well as other benefits, does not accrue during the leave.

## **Return to Work from FMLA**

If you return to work at the conclusion of your leave, you will be restored to your previous position or an equivalent position. When you return to work, if your leave was due to your own serious health condition, you must provide medical certification verifying your ability to return to work and stating any limitations which might apply.

## **Service Member Family Leave**

An eligible employee who is the spouse, son, daughter, parent, or next of kin may take up to 26 workweeks of leave to care for a veteran, or 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.

## **Other Provisions of our FMLA Policy**

Should a current employee become disabled, this leave of absence policy, as well as our Accommodation Policy will apply.

## **Provide Notice of the Need for Leave**

Employees who take FMLA leave must provide timely notification of

their need for FMLA leave. The following describes the timing and content of such employee notices.

### **Timing of Employee Notice**

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, or the approximate timing of the need for leave is not foreseeable, employees must provide notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees must also follow customary notice and procedural requirements for requesting time-off or reporting absences when requesting FMLA leave, absent unusual circumstances.

### **Content of Employee Notice**

To trigger FMLA leave protections, employees must inform the Store Manager of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically, or explaining the reasons for leave so as to allow a determination that the leave is FMLA-qualifying.

Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to any questions posed to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which the FMLA-protected leave has been previously provided, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

## MEDICAL OR PERSONAL LEAVE OF ABSENCE

If you need extended time away from the Company because of illness, disability, pregnancy, or related conditions, and if you are not covered by the Family and Medical Leave policy, discuss the matter with your supervisor.

If you have completed the introductory period, you may be granted a leave of up to sixty (60) days. This leave is without pay and must be approved by your supervisor. While on leave, the Company does not pay its part of your insurance premium, so before taking leave, you must make arrangements to pay the full insurance premium.

During this absence, you must provide your supervisor with a letter from your physician stating when you must stop working, as well as one when you return to work stating that you are able to perform the full duties of the position for which you were hired.

If you return from leave within sixty (60) days, you will be considered for the next available opening for which you are qualified, which may be a different job at a different pay rate. Employees whose leave lasts longer than sixty (60) days will be separated, and employees who fail to return from leave will be presumed to have resigned. Employees, who refuse a job offer, even if it is a different job at a lower pay rate, will be separated.

Paid holidays are not provided to employees who are on leave. Vacation and sick leave do not accrue during leaves of absence. Employees on leave do not receive holiday pay for holidays which occur during the leave.

## FLORIDA CRIME VICTIM LEAVE

Employees who are victims or family or household members of victims of domestic violence or sexual violence are entitled to take leave to seek an injunction for protection against domestic violence or cases of repeat, dating, or sexual violence. "Family or household member" includes spouses, former spouses, persons related by blood or marriage, persons residing together as a family, and parents—regardless of whether they are married—who share a child.

Leave also can be taken to obtain medical care or mental health counseling, legal aid, services from a victim-services organization such as a domestic violence shelter or rape crisis center, or assistance in making employees' homes secure from acts of domestic violence or sexual violence or in seeking new housing to escape perpetrators.

If possible, please provide a one week advance notice of your need for the leave, although this may be waived under certain circumstances, such as in the case of imminent danger to the safety of you or your family. You must utilize all of your regular benefit (vacation and sick leave) prior to using this special personal leave.

Please be assured that all information relating to this leave will be kept strictly confidential. The Company reserves the right to require supporting documentation of the need for the leave.

## JURY DUTY

A leave of absence for jury duty will be granted to all employees who have been notified to serve. During this leave, employees will be compensated by payment of an amount equal to the difference between their jury duty pay and their regular pay. An employee on jury duty is expected to report to work any day he/she is excused from jury duty. Income protection for time spent serving on jury duty will be provided for period not to exceed five (5) working days, provided that the employee gives a copy of the summons to his immediate manager within five (5) working days prior to the commencement of service as a juror.

Upon receipt of notification from the state or federal courts of an obligation to serve on a jury or to act as a court witness, the employee should notify their manager. You are required to provide copies of the subpoena or jury summons to your manager.

Your manager will verify the notification and make scheduling adjustments in order to accommodate the employee's obligation. Your manager will also provide court documentation to Payroll for processing.

Upon receipt of notification from the state or federal courts of an obligation to serve on a jury or to act as a court witness, the employee should notify their manager. You are required to provide copies of the subpoena or jury summons to your manager.

Upon the employee's return, the employee must notify the Store Manager and must submit a signed Certificate of Jury Service indicating the number of days served.

If the jury duty falls at a time when the employee cannot be away from work, the Company may request that the court allow the employee to choose a more convenient time to serve if he/she makes a request in accordance with the court's procedures. The employee must cooperate with this request.

Employees appearing as a plaintiff, defendant, or for non-subpoenaed court appearance will not receive paid time off. Personal Time Off or unpaid time should be used for these instances.

## MILITARY SERVICE LEAVE FOR ACTIVE DUTY

It is the policy of the Company to provide military leave for regular/non-temporary employees. The following policies and procedures are intended to simplify and comply with, not expand the provisions of, the Uniformed Services Employment and Reemployment Rights Act of 1994.

If you need military leave for active duty, contact your manager. You will need to apply for military service leave. If you are inducted into the U.S. Armed Forces, please show your orders to your manager as soon as you receive them.

The Company will not discriminate against persons who serve in the uniformed services or exercise their rights under this law in the following areas: employment, re-employment, retention, promotion and any benefit of employment. If you have been on military leave of absence, you will receive seniority credit for the time that you were on active military duty.

## VOTING

The Company encourages all employees to fulfill their civic responsibilities and to vote in all official public elections. Generally, your working hours are such that you will have ample time to cast your vote before and after working hours.

# GROUP BENEFITS

## DISCLAIMER OF BENEFITS

The Company has established a variety of employee benefit programs designed to assist you and your eligible dependants in meeting the financial burdens that can result from illness, disability, and death, and to help you plan for retirement. Our group health and retirement plan are described more fully in summary plan description booklets, with which you are provided once you are eligible to participate in these programs.

The Company reserves the right to amend or terminate any of these programs or to require or increase employee premium contributions toward any benefits with or without advance notice at its discretion. This reserved right may be exercised in the absence of financial necessity. The respective plan administrator will notify plan participants of all approved amendments or plan terminations.

Details of the health insurance plan are described in the Summary Plan Description (SPD). An SPD and information on cost of coverage will be provided in advance of enrollment to eligible employees. For more complete information regarding any of our benefit programs, please contact your Store Manager.



## HEALTH INSURANCE

At the Company, group health insurance is provided to all full-time regular employees working 40 hours per week who have completed ninety (90) days of employment. Our group health insurance is described more fully in the Summary Plan Description, which will be provided to you upon completion of your 90-day introductory period.

The Company will contribute up to \$200 per month of the premium to full-time regular employee working 40 hours per week and who has completed their 90-day eligibility period.

Employees working between 25 - 40 hours per week will have the premium benefit prorated based on the number of average hours worked.

The Company will continue to pay the premiums for continuation of group insurance benefits during the first 90-days of any authorized leave. However, you must continue to pay your portion to the Company. If you do not return from leave, you must also reimburse the Company for the company's premium costs as well.

## SIMPLE IRA - SAVINGS INCENTIVE FOR EMPLOYEES

The Company's Simple IRA plan is provided through and maintained by New York Life Securities, DBA Mainstay Investments. Employees become eligible to make personal contributions to the program after the completion of 90 days.

After the completion of one year, the Company will begin to contribute a matching amount up to 3% of your gross income.

For additional information, please see the Director of Finance for

## CONTINUATION OF HEALTH INSURANCE UNDER COBRA

Under the Consolidated Omnibus Budget Reconciliation Act of 1985, better known as COBRA, if an employee terminates employment with the Company, the employee is entitled to continue participating in the Company's group health plan for a prescribed period of time, usually 18 months. (In certain circumstances, such as an employee's divorce or death, the length of coverage period may be longer for qualified dependents.)

COBRA coverage is not extended to employees terminated for gross misconduct.

Under the Uniformed Services Employment and Reemployment Rights Act of 1994, better known as USERRA, an employee who is out on a military leave of absence will retain their health insurance coverage for the first 31 days of uniformed service. Employees out on military leaves of absence which extend beyond the 31 days will be eligible for COBRA benefits for up to 24 months.

Coverage will cease if the former employee fails to make premium payments as scheduled, becomes covered by another group plan that does not exclude pre-existing conditions or become eligible for Medicare.

For detailed information or questions on COBRA, employees are requested to check with their Store Manager.

## WORKER'S COMPENSATION INSURANCE

To provide for payment of your medical expenses and for partial salary continuation in the event of a work-related accident or illness, you are covered by worker's compensation insurance. The amount of benefits payable and the duration of payment depend on the nature of the injury or illness. In general, however, all medical expenses incurred in connection with an injury or illness are paid in full and partial salary payments are provided beginning with the fourth consecutive day of your absence from work.

IF YOU ARE INJURED OR BECOME ILL ON THE JOB, YOU MUST IMMEDIATELY REPORT SUCH INJURY OR ILLNESS TO YOUR MANAGER. This ensures that the Company can assist you in obtaining appropriate medical treatment. Your failure to follow this procedure may result in the appropriate workers' compensation report not being filed in accordance with the law, which may consequently jeopardize your right to benefits in connection with the injury or illness.

Any benefits that operate on an accrual basis (e.g. Personal Time Off or Holidays) will not accrue during medical leave.

## EMPLOYEE DISCOUNT

It is the policy of the Company to permit eligible employees to purchase Company products at a discount, subject to some restrictions. Regular full-time and part-time employees are eligible to purchase regular priced products (excludes sale products) at a 20% discount. Such privileges are made in a fair and objective fashion, and in a manner which is consistent with our commitment to equal employment opportunity.

Employee discount is only valid for employee and immediate family members. Employees who violate the restrictions of this policy will lose their discount privileges and may be disciplined.

# EMPLOYEE CONDUCT

## STANDARDS OF CONDUCT

The purpose of these rules is to define the rights of everyone, not to restrict these rights. By keeping you informed of your rights, you will be more satisfied and the Company can operate in an orderly and efficient manner. We have found that most employees have a keen sense of appropriate behavior and strive to exhibit the best and highest professional conduct at all times. Most employees abide by the rules.

Our rules here are very simple -- if any employee engages in activity detrimental to the best interests of the Company, our customers or our employees, then he or she will receive appropriate discipline.

Violations of Company policies will be dealt with by disciplinary measures which may include a verbal or written correction notice, suspension, or discharge, depending upon the frequency and the nature of offense. The company does not guarantee that one form of action will necessarily precede another. Management reserves the right to make all disciplinary decisions.

Activity detrimental to the Company includes habitual lateness and/or absenteeism, destruction of property, fighting, reporting to work under the influence of drugs or alcohol, stealing, insubordination, refusing to perform an assignment and others. The following list is not all-inclusive, but provides an example of improper and unacceptable behavior.

## MISCONDUCT

1. Inefficiency, unsatisfactory performance, or lack of application or effort on the job.
2. Committing actions which affect the safety of equipment or personnel.
3. Violating a safety rule or safety practice.
4. Knowingly recording the work time of another employee, having one's work time recorded by another employee, or unauthorized altering of a work time record.
5. Being late without proper notice.
6. Being absent without proper notice or excuse.
7. Spending unnecessary time away from the job.
8. Leaving your job or your regular working area during working hours for any reason without authorization from your supervisor except for lunch, break periods, and going to the restroom.
9. Leaving work before the end of a regular workday or not ready to work at a normal starting time.
10. Reporting to work in an intoxicated condition or under the influence of drugs, or possession of illegal drugs on Company property, or consuming alcohol or illegal drugs on Company property.
11. Disorderly conduct or indecency reflecting on the Company.
12. Immoral conduct or indecency reflecting on the Company.
13. Harboring a disease that will endanger customers or co-workers'.

## MISCONDUCT - continued

14. Misrepresentation of facts in seeking employment.
15. Removal of another employee's property or Company property without permission.
16. Willful destruction of Company property.
17. Insubordination (refusal to perform service connected with an employee's job as required by the employee's supervisor or by management).
18. Unauthorized possession of weapons, fireworks, or explosives on Company property.
19. Contribution to unsanitary conditions.
20. Theft of any amount of money or property from the Company, co-workers', customers, or visitors.
21. Engaging in unprofessional behavior, such as obscene language or loud or abusive behavior.

Violations of Company policies will be dealt with by a written correction to dismissal, depending upon the frequency and the nature of offense. Management reserves the right to make all disciplinary decisions.

## EMPLOYEE PROBLEM SOLVING PROCEDURE

The management of the Company is interested in how you feel about your job. Your work related complaints or problems, no matter how large or small, are of concern to us because we know that if you are satisfied with your job and your working conditions, you will work more effectively and be of more value to the Company, your workers'-workers, and yourself.

We want to provide you with an effective and acceptable means of bringing your problems and complaints to our attention. Therefore, we have established a Problem Solving Procedure, or grievance procedure, to be used by all of us. If you follow the steps in this procedure, no one will criticize you or penalize you in any way.

It is our policy to let you tell your side of the story, and we have no intention of penalizing anyone for expressing his or her point of view.

The purpose of our Problem Solving Procedure is to help you work out to the satisfaction of both you and anyone else concerned any complaint or problem that you might have. Remember, the only way we can understand and help you with a problem or complaint is if you come to us and explain your individual situation. We regard the use of this Problem Solving Procedure as an opportunity to correct dissatisfaction in job related practices and policies and we appreciate your help in accomplishing this goal.

1. Your first step is to discuss the problem with your supervisor or department manager. Every effort should be made to resolve the problem at this level to the satisfaction of both parties. The complaint should be discussed with your supervisor within two consecutive workdays.

2. If your supervisor's or department manager's answer is not satisfactory, you have the right to submit your complaint in writing to <sup>1</sup>the Board of Directors. S(h)e will review all of the facts and circumstances and give you an answer as soon as possible.

Remember, the purpose of our Problem Solving Procedure is to give you and the Company an opportunity to resolve any problems or complaints of any kind. In order for this Problem Solving Procedure to work, you must want it to work and use it. It's for your benefit. Our door is always open. When problems arise, we would like to have an opportunity to correct them if we can.

## SEXUAL HARASSMENT

The Company also prohibits sexual harassment.

Sexual harassment is defined as:

- Unwelcome sexual advances;
- Requests for sexual favors; and all other verbal, physical, or visual conduct of a sexual or otherwise offensive nature, particularly where:
  - submission to such conduct is made explicitly or implicitly a term or condition of employment;
  - submission to or rejection of such conduct is used as a basis for decisions affecting an individual's employment; or
  - such conduct has the purpose or effect of creating an intimidating, hostile or offensive working environment.
- Sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing," "practical jokes," jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material; or
- Unwelcome physical contact, such as patting, pinching, or brushing against another's body.

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<sup>1</sup> The Board of Directors email address is



## REPORTING HARASSMENT

While the Company encourages you to communicate directly with the alleged harasser, and make it clear that the harasser's behavior is unacceptable, offensive or inappropriate, it is not required that you do so.

However, it is essential that all Company Employees uphold their responsibility for keeping the work environment free of harassment. Therefore, if any Employee believes that he or she has either experienced or witnessed any prohibited harassment, then that Employee must immediately report the incident to their direct supervisor, Store Manager, Managing Partner or our Company's Independent HR Consultant.

When members of management become aware of the existence of harassment, the Company is obligated by law to take prompt and appropriate action, whether or not the victim wants the Company to do so.

All complaints or reports of harassment will be promptly investigated and kept confidential to the extent possible. Individuals who make complaints have an obligation to assist and cooperate with all aspects of the Company's investigation.

If the Company determines that an employee has harassed another employee, appropriate remedial action will be taken against the offender, up to and including termination.

The Company prohibits any form of retaliation against an employee for lodging a bona fide complaint under this policy or for assisting the investigation of a claim of harassment.

## SMOKING

The Company discourages employees from smoking. To maintain a safe and comfortable working environment and to ensure compliance with applicable laws, smoking in the Company offices and facilities is strictly regulated.

The following rules will be followed regarding the *Florida Clean Air Act (FCIA)*. The purpose of the Florida Clean Air Act is to protect the public health, comfort, and environment by creating areas that are free from tobacco smoke.

- Smoking is prohibited in all offices, corridors, stairways, delivery areas, storefront, and all other indoor areas.
- Consult your manager with any questions you may have about this policy or the location of the designated outdoors smoking area.
- Employees smoking in any nonsmoking area may be subject to disciplinary action.
- Cigarettes should be placed in designated area at least 50 yards away from the store.
- Smoking breaks may only occur on your designated meal break at which time you are not clocked in.

## ATTENDANCE AND TARDINESS

The Company expects all employees to assume responsibility for their attendance and promptness. Dependability, attendance, punctuality, and a commitment to do the job right are essential at all times. As such, employees are expected at work on all scheduled workdays and during all scheduled work hours and to report to work on time.

- Employee must directly notify manager on duty no less than two hours before their scheduled starting time if they expect to be late or absent. Please do not leave a voice mail message.
- Employee must call their manager each day of their absence, until a date of return has been established. An employee, who fails to contact his /her immediate manager, may be considered to have voluntarily resigned.
- Disciplinary action may be taken in the case of unexcused or excessive absenteeism or tardiness.

A certification from an employee's physician may be requested at any time as evidence of illness, but particularly for:

- absences of three consecutive days
- in the event of chronic or recurring absences
- unscheduled absences which fall on the first or last day of a scheduled work shift or on the day before or after any scheduled paid time off (e.g., PTO, Holiday).

An employee who is absent for two (2) consecutive working days without notifying their manager will be considered a "Voluntary Resignation".

## EMPLOYEE LOCKERS

The Company recognizes that employees may need to bring certain personal items to work. However, personal property that is not related to the employee's job performance may disrupt work or pose a safety risk to other employees. The Company may assign each employee a locker area for safekeeping small personal property during working hours.

Employees are responsible for maintaining their locker areas in a clean and sanitary manner and should keep them locked at all times. Employees are not allowed to consume products or bring products to the back of the store unless it is paid for.

The Company is not responsible for the loss, damage, or theft of personal belongings, and employees are advised not to carry unnecessary amounts of cash or other valuables with them when they come to work.

To maintain security and protect against theft, the Company reserves the right to inspect all personal property brought onto the Company's premises and when leaving the premises, including vehicles, packages, briefcases, backpacks, purses, bags, and wallets. In addition, the Company may inspect the contents of lockers, storage areas, file cabinets, desks, and work stations at any time and remove all Company property and other items that violate Company rules and policies.

Employees not adhering to this policy may be subject to disciplinary action up to and including termination.

## DRIVER SAFETY

The safety and well being of our employees is of critical importance to the organization. We therefore each have a responsibility to not only protect ourselves when on the road but also should do our part to protect those around us. Employees that are required to drive on company business at any time will be expected to consistently apply follow all safety procedures:

### PROCEDURES

- Seat belts must be worn at all time while in a moving vehicle being used for company business, whether they are the driver or a passenger.
- Use of handheld cell phones, whether personal or business-owned, while behind the wheel of a moving vehicle being used on company business is strictly prohibited.
- Engaging in other distracting activities including, but not limited to, eating, putting on makeup, reading or changing radio stations or music, is also strongly discouraged while driving, even when in slow-moving traffic.
- Use of alcohol, drugs or other substances, including certain over-the-counter cold or allergy medications that in any way impair driving ability, is prohibited.
- Follow all driving laws and safety rules such as adherence to posted speed limits and directional signs, use of turn signals and avoidance of confrontational or offensive behavior while driving.
- Promptly report any accidents to local law enforcement as well as to the Company in accordance with established procedures.
- Report any moving or parking violations received while driving on company business and/or in company vehicles.
- Failure to adhere to these procedures may result in disciplinary action per company policy.

## PERSONAL APPEARANCE

All team members are to adhere to the dress code guidelines for approved attire. Discretion in style of dress is essential to the efficient operation of the Company. Please use good judgment in your choice of work clothes. This includes refraining from wearing inappropriate attire such as revealing or provocative clothing. Collared shirts are preferred.

Examples of inappropriate dress are shorts, Capri's, halter-tops, tight clothing, low cut shirts or flip flops. Also, tongue rings and facial piercing are not considered appropriate attire and are not to be worn by employees while engaged in the Company business. Hair must be neat and clean.

Employees failing to adhere to the Company standards with respect to appearance and demeanor are subject to disciplinary action. Please use good judgment in your choice of work clothes and remember to conduct yourself at all times in a way that best represents you and the Company.

### DRESS CODE GUIDELINES

1. ALL clothes must be clean and without stains.
2. Pants must reach the ankle to cover the entire leg.
3. Pants may be black, brown, khaki or blue jeans.
4. Blue jean pants may not have holes in them even if purchased that way.
5. Shirts must be of solid color and without design.
6. Shirts must have sleeves.
7. Shirts may be any solid color except red or neon colors of any type.
8. Aprons must be worn on the outside of jackets or sweaters.
9. Jackets or sweaters must be of a solid approved color without design.

## DRESS CODE GUIDELINES...continued

10. Floor staff should wear comfortable closed toe shoes.
11. Flip-flop shoes of any kind are not allowed.
12. Only woman office staff may wear sandals if they have a back strap.
13. Men may not wear sandals of any kind.
14. Croc style or Vibram Five shoes are not allowed.
15. Name tags must be worn by all team members.

The Company provides all customer care team members with two green aprons embroidered with the Company logo. The aprons help to identify the team members who can assist the customer. All team members are expected to wear the aprons at all times while working on the floor.

The Company provides 6 long sleeve dress shirts for all full time management staff, marketing coordinators and office staff. Part time employees in this category will receive 3 shirts.

Employees/Managers in this category are to follow the dress code guidelines in choosing pants and jackets.

Employees/Managers are expected to care for the aprons/shirts keeping them clean neat and in good repair at all times. Shirts are to be ironed if they show signs of wrinkling.

There are a variety of shoes to choose from, however, we strongly suggest that you choose comfortable closed toe shoes.

In the event of employee termination, the green apron(s) and all issued shirts are to be returned as part of the exit process.

## NAME BADGES

As a vital part of our security system and in order for our customers to receive service and identify a : employee, name badges must be worn at all times while on company premises. Under our "No Solicitation" policy, pins or buttons that are not the property of are not to be worn on the uniform. Failure to wear your ID badge or excessive loss or damage to badges can lead to disciplinary action. Please wear the name badge on your right side.

## HOUSEKEEPING AND OFFICE APPEARANCE

Employees are responsible for making sure that their work areas are maintained in a neat, orderly and attractive manner. At the end of the day, all areas should be cleaned and prepared for the start of the next day's work. All confidential records, cash items, any other sensitive documents, items of value must be locked in a secure area.

## PARKING

The Company requests all employees to park away from the store. It is suggested that employees keep their vehicles locked, as the Company is not responsible for fire, theft, or personal liability for employees' vehicles or their contents. See your Store Manager for specific parking instructions. Failure to observe traffic or parking rules subject an employee to disciplinary action up to and including termination.

## ELECTRONIC DEVICES

The personal use of cell phones, iPods, iPads or any other electronic device is prohibited while on company time. Please be sure that family members have the store phone number in order to reach you in case of an emergency.

All electronic devices must be in your locker during work hours. Store Managers & Marketing Coordinators are the only employees allowed to carry their cell phones on them during work hours. Use of cell phones and other devices on company time will result in disciplinary action.



## COMPUTER, EMAIL AND INTERNET USAGE

The Company recognizes that use of the Internet has many benefits for all our stores and our employees. The Internet and e-mail make communication more efficient and effective. Therefore, employees are encouraged to use the Internet appropriately. Unacceptable usage of the Internet can place the Company and others at risk.

The following guidelines have been established for using the Internet and e-mail in an appropriate, ethical and professional manner:

- The Company Internet and e-mail access may not be used for transmitting, retrieving or storing of any communications of a defamatory, discriminatory or harassing nature or materials that are obscene or X-rated. No messages with derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes or sexual preference shall be transmitted. Harassment of any kind is prohibited.
- Disparaging, abusive, profane, or offensive language; materials that would adversely or negatively reflect upon the Company or be contrary to the Company's best interests; 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 the Company may not be transmitted by employees on the Company's network. All employees obtaining access to other companies' or individual's materials must respect all copyrights and may not copy, retrieve, modify or forward copyrighted materials, except with permission from IT. If you find something on the Internet that may be interesting to others, do not copy it to a network drive. Instead, give the URL (uniform resource locator or "address") to the IT department who will review the material.

## COMPUTER, EMAIL AND INTERNET USAGE - continued

- Do not use the system in a way that disrupts its use by others. This includes sending or receiving many large files and "spamming" (sending e-mail messages to thousands of users). Do not add, remove, copy, or modify any software programs without the authorization of the IT department. Do not forward or distribute, internally or externally, e-mail chains, jokes, ads of any kind that may or may not include attachments that could pose a security risk.
- The Internet is full of useful programs that can be downloaded, but some of them may contain computer viruses that can extensively damage our computers. Be sure to virus-check downloaded files immediately. Instructions on how to check for viruses are available through the IT Department. It is strictly forbidden to install new software or modify that which is currently installed in any computer owned by the corporation; this includes messengers (MSN, AOL, Yahoo, etc.) other than those supplied by the Company.
- Usage of web sites such as Facebook.com, MySpace.com or any social interaction network is strictly forbidden except for the marketing coordinators and store managers who may use this tool for communications.
- Each employee is responsible for the content of all text, audio or images that he/she places or sends over the Company's Internet and e-mail system. No e-mail or other electronic communications may be sent which hides the identity of the sender or represents the sender as someone else. Also, be aware that the Company's name is attached to all messages so use discretion in formulating messages.

## COMPUTER, EMAIL AND INTERNET USAGE - continued

- E-mail is not guaranteed to be private or confidential. All electronic communications are the Company's property. Therefore, the Company reserves the right to examine, monitor and regulate e-mail messages, directories and files, as well as Internet usage. Also, the Internet is not secure so don't assume that others cannot read - or possibly alter - your messages.
- Internal and external e-mail messages are considered business records and may be subject to discovery in the event of litigation. Be aware of this possibility when sending e-mail within and outside the Company.
- It is a violation of company policy to download music for any reason. The act of downloading music is grounds for immediate dismissal.

## RIGHT TO MONITOR AND CONSEQUENCES

All company-supplied technology, including computer systems and company-related work records, belong to the Company and not the employee. The IT department routinely monitors usage patterns for its e-mail and Internet communications.

Since all the computer systems and software, as well as the e-mail and Internet connection, are Company owned, all company policies are in effect at all times. Any employee who abuses the privilege of Company facilitated access to e-mail or the Internet, may be denied access to the Internet and, if appropriate, be subject to disciplinary action up to and including termination.

## PERSONAL WEB SITES AND WEB LOGS

The Company respects the right of employees to use these mediums during their personal time away from work. If an employee chooses to identify himself or herself as a Company employee on a Web site or Web log, he or she must adhere to the following guidelines:

- Make it clear to the readers that the views expressed are the employee's alone and that they do not necessarily reflect the views of the Company.
- Do not disclose any information that is confidential or proprietary to the Company. Consult the Company's confidentiality policy for guidance about what constitutes confidential information.
- Uphold the Company's value of respect for the individual and avoid making defamatory statements about the Company's employees, clients, partners, affiliates and others, including competitors.

If blogging activity is seen as compromising the Company, may request a cessation of such commentary and the employee may be subject to counseling and, potentially, disciplinary action. For any questions about these guidelines or any matter related to personal Web sites or blogs, contact your Manager.

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# **SAFETY AND WORK RULES**

## **EMPLOYEE SAFETY**

During employment you will be expected to follow all health and safety regulations. In addition, you must report any accident or injury to your Manager immediately. We will see that you receive proper medical care and that an accident report is completed.

If you or a customer should have an accident on the property, even though you may consider it of no consequence, report it promptly to your Manager. Your manager will follow through with the appropriate actions. Under no circumstances are you authorized to tell an injured person the Company will be responsible for medical bills.

It is the Company's policy to provide safe working conditions for all employees, to provide complete instructions covering safe working methods, and to make available that special equipment required to protect employees against particular hazards. It is the obligation of each employee to observe the safety regulations, to use the safety equipment provided and to practice safety at all times.

Please report any hazard that might lead to an accident and avoid taking chances that may result in injury to you or fellow employees. Ask your Manager where the First Aid equipment is located. You should acquaint yourself with the location of fire extinguishers and emergency exits in your work area.

## EMPLOYEE SAFETY - continued

Below is a list of some of the safety measures the employees are to observe:

- Job safety is the responsibility of each individual employee. Job safety is often applying common sense to a situation. Use good common sense and stay alert on the job at all times.
- Mop up anything spilled on the floor.
- Mop buckets, brooms, stepladders, etc., should not be left just outside a door or close to a hall corner.
- Avoid carrying too heavy a load. If a load is too heavy or awkward, ask for assistance.
- Use only stepladders to reach high places.
- Report defective equipment to the proper authority.
- Any employee who is furnished safety equipment will be required to use such equipment.
- Lift by putting strain and pressure on legs instead of back.
- If, at any time, you are not sure how to perform the job you have been asked to do, STOP AND CHECK WITH YOUR MANAGER. This is for your safety and for that of your fellow workers.
- Do not engage in horseplay while on duty.
- Keep all areas free from clutter.
- Check all electrical cords and plug-ins periodically. All electrical power tools and cords must have an operational third wire positive ground. Electrical tools and cords without positive ground should not be used. Double insulated tools must be so marked.
- Wear comfortable walking shoes at all times. Woman may wear sandals provided they have a back strap. Flip flops are not allowed.
- All injuries, no matter how slight, must be reported to your Manager immediately. Obtain authorization from your Manager for all non-emergency treatments for accidents. Submitting false or fraudulent information when reporting an injury is a felony and will be cause for termination and denial of medical and wage loss benefits.
-

## EMPLOYEE SAFETY - continued

- All unsafe conditions (safety hazards) shall be reported immediately upon discovery.
- Unsafe conditions shall be corrected on a top priority basis.
- Employees shall not operate any machinery or perform any job process without adequate training that must include safety as applicable to the equipment and process.
- Do not use flammable liquids, toxic materials, chemicals or acids unless authorized and instructed in the proper procedures.
- All hazardous and potentially hazardous materials and mixtures shall be properly labeled and stored in approved containers, cabinets and storage rooms.
- Obey all safety and warning signs at all times.
- The use of drugs and/or intoxicating beverages is prohibited. Likewise, no employee shall report for work under the influence of alcohol or other drugs. Employees under the influence of drugs or alcohol on the job will be subject to immediate discharge.
- Employees taking physician-prescribed medications that might impair their ability to operate certain equipment or perform various job tasks safely must report this to their Manager prior to beginning work.
- If you use a fire extinguisher, report it to your Manager so that it can be recharged. Never put an extinguisher back in its bracket once it is used.



## INFECTIOUS DISEASE

If an employee's position presents a significant risk of transmitting any infectious disease to other persons in the course of normal work activities and there exists no other means of reasonable accommodations other than to require testing for the infectious disease, it will be deemed to be a bona fide occupational qualification for employees working in that position to be screened for infectious disease.

In the event that an employee tests positive for an infectious disease and there is a reasonable chance of transmission of the disease during the conduct of normal work activities, reasonable attempts to accommodate the employee in their job or in another job will be made. These reasonable attempts will consist of attempting to find methods to reduce the risk of transmission of the infectious disease to acceptable public risk levels. The assistance of health professionals with expertise in the field of dealing with infectious diseases will be sought to aid in these determinations.

## ACCIDENTS

If you suffer an accident, even a minor one, while on company property, you are required to report it to your Manager. First aid should be rendered at the scene of the accident and medical authorities notified if necessary.

Remember, even a small cut can become a serious matter if infected because of inadequate medical attention. It is the responsibility of the Manager to submit a detailed report of any accident to the Store Manager, as required by insurance and OSHA regulations.

A "First Report of Injury" form must be completed for all accidents regardless of the severity.

## SECURITY

Security is an important element of the Company. Should you become suspicious of any persons, circumstances, which occur on the property, notify a Manager.

Any individual entering a Company office should be there for a purpose. However, many times people will come in for information. Seek out and greet the person, then ask if you can be of help to them. If the individual appears to have no definite purpose for being in the building, or acts nervous or suspicious in any way, bring this fact to the attention of your Manager immediately. Please train yourself to be able to "identify" not just recognize people.

You may not have friends or family in restricted work areas without prior authorization from your Manager. Do not enter our premises at any time you are not scheduled to work unless this has been authorized in advance. Unless requested, do not remain on the property after scheduled work time or arrive excessively early before your scheduled starting time.

You cannot take materials or records from our premises unless approved in advance by the Store Manager. Violation of this policy will lead to disciplinary action up to and including termination. This includes material which is thrown away. Do not take anything that does not belong to you. You should report any employee that you see taking Company property to your manager.

Participation in any illegal activity will not be tolerated. No weapons are allowed in or on our property or in your possession.

Employees are expected to know and comply with the Company's security procedures and should report any violations or potential problems to the Store Manager. Violations of Company security rules or procedures will result in disciplinary action, up to and including termination.

## ADVERSE WEATHER CONDITIONS POLICY

It is the policy of the Company to remain open during most periods of inclement weather; however, where extraordinary circumstances warrant, the Company reserves the right to close the facility. Thus, employees are encouraged to listen to radio broadcasts during periods of adverse weather to find out if the facility is open or closed on a given day.

Regardless of whether the facility open or closed, it is each employee's responsibility to call your manager or supervisor to see if you are required to report to work.

If the facility remains open on an adverse weather day, employee's who report to work will receive their normal pay for the day, i.e., exempt staff will receive their regular salary and hourly employees will be paid at their base rate. If an employee is scheduled and cannot report to work on a facility open day, the employee must notify their supervisor within two hours of their scheduled shift.

The employee must *use* any accrued paid time off for the missed day or the employee will not be paid for the day.

## SUBSTANCE ABUSE POLICY

The Company believes that drugs taken for non-medicinal purposes, including alcohol, have no place on the job. Such substances subject our employees and our customers to unacceptable safety risks, impair an employee's ability to perform on the job, and undermine the Company's ability to operate effectively and efficiently. That is why it is Company policy to have a drug-free workplace.

Taking or being under the influence of any controlled substance or intoxicant without a prescription at any time — on or off the Company's premises - will not be tolerated. Similarly, manufacturing, distributing, dispensing, possessing, selling, or using any nonprescription controlled substance or intoxicant at any time -on or off the Company's premises -- will not be tolerated.

Employees who are found to violate this rule will be subject to discipline, up to and including termination. This prohibition also applies to alcohol use or intoxication on the job.

Any Employee arrested for a controlled substance-related violation must inform the Company within five (5) days of such arrest.

Employees who violate any aspect of this policy may be subject to discipline, up to and including termination. At its discretion, the Company may require an Employee to undergo a medical evaluation under appropriate circumstances. Further, the Company may require employees who violate this policy to successfully complete a drug or alcohol abuse assistance or rehabilitation program as a condition of their continued employment.

## DRUG TESTING

The Company is committed to providing a safe, efficient, and productive work environment for all employees. In keeping with this commitment, employees and job applicants will be required to undergo a drug-screening test for employment. The Company will attempt to protect the confidentiality of all drug test results. Drug tests may be conducted in any of the following situations:

**Pre-Employment** - Applicants considered final candidates for a position will be tested for the presence of drugs as part of the application process.

**Post-Accident** - Any current employee who is involved in a serious incident or accident while on duty, whether on or off the employer's premises, will be asked to provide a body substance sample.

**Reasonable Suspicion** - Employees will be tested when there is a reasonable suspicion that an employee is using or has used drugs.

**Random Testing** - During the year, the company reserves the right to elect a selection pool of employees to be tested. Some persons might be selected more than once; others might not be selected at all.

**Additional Testing** - Additional testing may also be conducted as required by applicable state or federal laws, rules, or regulations or as deemed necessary by the Company.

All drug testing records and correspondence are maintained and made available for five years. The Company maintains a confidential file concerning the drug and alcohol tests of covered personnel. The information is released on a need-to-know basis only.

Subject to any limitations imposed by law, a refusal to submit to a drug test under the conditions described above may result in disciplinary action, up to and including termination of employment.

# LEAVING THE COMPANY

## TERMINATION

Every Company employee has the status of "employee-at-will," meaning that no one has a contractual right, express or implied, to remain in the Company's employ. The Company may terminate an employee's employment, or an employee may terminate their employment, without cause, and with or without notice, at any time for any reason. No supervisor or other representative of the Company (except the Managing Partner) has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above.

The following guidelines may be applied at the discretion of management:

## IMMEDIATE TERMINATION

Any employee whose conduct, actions or performance violates or conflicts with the Company's policies may be terminated immediately and without warning.

The following are some examples of grounds for immediate termination of an employee:

1. Breach of trust or dishonesty
2. Conviction of a felony
3. Willful violation of an established policy or rule
4. Falsification of Company records
5. Gross negligence
6. Insubordination
7. Violation of the Anti-Harassment and/or Equal Employment Opportunity Policies
8. Time card violations
9. Undue and unauthorized absence from duty during regularly scheduled work hours
10. Deliberate non-performance of work
11. Larceny or unauthorized possession of, or the use of, property belonging to any co-worker, visitor, or customer of the Company
12. Possession of dangerous weapons on the premises

## TERMINATION - continued

13. Unauthorized possession, use or copying of any records that are the property of the Company
14. Unauthorized posting or removal of notices from bulletin boards
15. Excessive absenteeism or lateness
16. Marring, defacing or other willful destruction of any supplies, equipment or property of the Company
17. Failure to call or directly contact your supervisor when you will be late or absent from work
18. Fighting or serious breach of acceptable behavior
19. Under the influence of Alcohol or Drugs
20. Having possession of Drugs or Alcohol at work
21. Theft
22. Violation of the Company's Confidentiality Policy
23. Gambling, conducting games of chance or possession of such devices on the premises or during work hours
24. Leaving the work premises without authorization during work hours
25. Sleeping while on duty
26. This list is intended to be representative of the types of activities that may result in disciplinary action. It is not exhaustive, and is not intended to be comprehensive and does not change the employment-at-will relationship between the employee and the Company.

## RESIGNATION

Although we hope your employment with \_\_\_\_\_ will be a mutually rewarding experience we understand that varying circumstances do cause employees to voluntarily resign employment. Should this time come you are asked to follow the guidelines below regarding notice and exit procedures.

Employees are encouraged to provide at least a minimum of two weeks' notice to the Store Manager to facilitate a smooth transition out of the organization.

Employees who fail to report to work for three consecutive days without properly communicating to their supervisor or manager the reasons for their absence will be viewed as voluntarily resigning their employment as of the third day.

Resigning employees will be scheduled for an exit interview prior to their last day to ensure that all Nutrition S'Mart property is returned and to provide an opportunity to discuss any questions or concerns related to employment with the Company. Earned but unused 'Paid Time Off' will be paid in accordance with the Company's Paid Time Off policy. Employees who fail to return any company property including keys, tools, badges, uniforms, corporate credit cards and other equipment may have the value of those items deducted from their final paycheck. Please be sure to ask for an exit interview if one is not offered to you.

Benefits (Life, Medical and Dental) end on your last day of employment, or, last day of the month in which your last day of employment falls. An employee, unless dismissed for gross misconduct, has the option to continue Medical/Dental Benefits in accordance with the Consolidated Omnibus Budget Reconciliation Act ("COBRA") regulations.

In the event of immediate termination for misconduct, all benefits cease at the end of the month. COBRA may not be available to anyone dismissed from the Company for gross misconduct or for employees that quit.

It is the policy of \_\_\_\_\_ not to rehire past employees.



## ACKNOWLEDGEMENT AND RECEIPT

This Employee Handbook is an important document intended to help you become acquainted with the Company, Inc.

This Employee Handbook will serve as your guide; it is not the final word in all cases. As the general business atmosphere of \_\_\_\_\_ and economic conditions are always changing, the contents of this Handbook may be changed at any time at the discretion of \_\_\_\_\_ without prior notice. Please read the following statements, sign below and return to your manager.

I HAVE RECEIVED AND READ a copy of the Employee Handbook. I will comply with all policies in the Employee Handbook and any amendments. I understand that the policies and benefits described in it are subject to change at the sole discretion of \_\_\_\_\_ at any time and without prior notice. The policies stated in the employee handbook are intended to give me an indication of how most employment situations are normally handled. In no way is the language of the handbook intended to create "contractual conditions of employment". I also understand that this Employee Handbook replaces (supersedes) all prior manuals or handbooks for \_\_\_\_\_.

"AT WILL" EMPLOYMENT: I further understand that, unless I have a written agreement signed by the Managing Partner to the contrary, my employment is terminable at will and I do not have an employment contract for any duration of time. This means that I am free to terminate my employment with \_\_\_\_\_ at any time, with or without reason. Likewise, \_\_\_\_\_ has the right to terminate my employment, or otherwise discipline, transfer, or demote me at any time, with or without reason, at the discretion of \_\_\_\_\_. I understand that no contract of employment other than "at will" has been expressed or implied, and that no circumstances arising out of my employment will alter my "at will" employment relationship unless expressed in writing with the understanding specifically set forth and signed by myself and the Managing Partner. I understand that no Employee of \_\_\_\_\_ other than the Managing Partner can enter into an employment contract for a specified period of time, or make any agreement contrary to this policy.

CONFIDENTIAL INFORMATION: I am aware that during the course of my employment confidential information will be made available to me, for instance, product designs, marketing strategies, customer lists, pricing policies and other related information. I understand that this information is proprietary and critical to the success of \_\_\_\_\_ and must not be given out or used outside of \_\_\_\_\_ premises or with non-\_\_\_\_\_ Employees. In the event of termination of employment, whether voluntary or involuntary, I hereby agree that I will never utilize or exploit this information for my own benefit or the benefit of any other individual or company.

Additionally, I agree that upon the termination of my employment I will return all written materials including all programs and/or software to \_\_\_\_\_

I UNDERSTAND THAT MY SIGNATURE BELOW INDICATES THAT I HAVE READ, UNDERSTAND AND AGREE TO THE ABOVE STATEMENTS AND HAVE RECEIVED A COPY OF THE EMPLOYEE MANUAL AND AGREE TO ABIDE BY ITS PROVISIONS.

Employee's Printed Name: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

Date: \_\_\_\_\_