

Team Member Handbook

The Dream Team Companies

Dream Team Pizza L.L.C.

DHS Pizza L.L.C.

PWR Pizza L.L.C.

Policies & Guidelines

Revised April 2020

**IMPORTANT NOTICE**

**DISCLAIMER: THIS IS NOT A CONTRACT**

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Employee Signature Date

Print Name of Employee

**[Employee Copy]**

1

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Employee Signature Date

Print Name of Employee

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1

**TABLE OF CONTENTS**

**Who We Are? 4**

**Applicability 4**

**Employee Comments and Complaint Procedures 5**

**Equal Opportunity Employment /Anti-Harassment Policy 7**

**Reasonable Accommodation 11**

**General Policies 12**

**Keeping Records Up to Date 12**

**Employment Verifications 12**

**Criminal Background Checks 13**

**Computers, E-mail, and Voice Mail 13**

**Business Cards 18**

**Incident Reports 18**

**Smoking Policy 18**

**Substance Use/Abuse Policy 19**

**Food Trades 22**

**Dress Code 22**

**Driver Policy 23**

**Store Visitors 23**

**Weapons Policy 24**

**Solicitation 24**

**Gift Certificates 24**

**Cell Phone Use Policy 25**

**Team Member Terminations 25**

**Rehire Policy 25**

**Conduct/Corrective Action 25**

**Systems Policies 27**

**Daily Check List 27**

**Counting Store Inventory 27**

**Food Ordering 27**

**Delivery Check In 28**

**Prep 28**

**Scale Standards 28**

**Four Horseman 29**

**End of Day Process 29**

**Team Member Schedules 29**

**Attendance and Pay 29**

**Initial Employee Period 29**

**Attendance and Punctuality 30**

**Pay Advances 31**

**Mileage Reimbursement 31**

**Weather Policy 32**

**Uniform Deductions 32**

**Tip Reporting 32**

**Pay Day 33**

**Payroll Reissues 33**

**Pay Adjustments, Bonuses, and Promotions 33**

**Timekeeping and Overtime 33**

**Performance Evaluations 35**

**Cash Handling Policy 35**

**Store Tills 35**

**Store Banks 36**

**Store Safe 36**

**Shift Changes 36**

**Nightly Deposits 36**

**Cash Shortages 37**

**Payroll Deductions 37**

**Driver Banks 37**

**Benefits and Leave of Absence Policies 38**

**Vacation 38**

**Health Insurance 38**

**Bonus Program 38**

**Team Member Discount 39**

**Worker’s Compensation 39**

**Jury Duty 40**

**Family / Medical Leave 40**

**Handbook Acknowledgement 49**

**WHO WE ARE?**

Dream Team Pizza L.L.C., (the “Company” or “DTP”) was founded in October of 2011 by Franchisee Jamie Poulsen, with the opening of his first Domino’s Pizza location, store #1679, in Warrenton, Missouri and store #1682, in Montgomery City, Missouri that same month. You are employed by the Company and not by Domino’s Pizza LLC. While the Company is a Domino’s franchise, your employment with the Company does not create an employment relationship with Domino’s Pizza LLC, or any of its related corporate entities. The “Company” has expanded into three (3) individual L.L.C.’s to include Dream Team Pizza L.L.C., DHS Pizza L.L.C., and PWR Pizza L.L.C. For the purpose of this handbook, the term, “Company,” will refer to all three (3) L.L.C.’s.

The Company is managed by **four key governing values**:

1. To Be Honest
2. To Live with Integrity
3. To Do Better Today than Yesterday
4. To Be Professional
5. To Practice the Golden Rule

The Company’s **goal** is to only hire employees with:

1. Great Attitudes and Integrity
2. High Energy with a Desire to Improve
3. Friendly and Outgoing Personalities with the Desire to “WOW” Our Customers

Please know that the Company is committed to providing the best working conditions, opportunities for training, and wages and benefits possible consistent with the realities the Company faces in today’s changing economy. The Company recognizes that its long-term success depends on having a positive relationship with our employees. It is the Company’s firm belief that this is best accomplished by working together in a cooperative fashion, communicating directly and openly with each other, and treating everyone with respect.

**APPLICABILITY**

The purpose of this Employee Handbook (“Handbook”) is to provide employees (also called Team Members) of the Company with a general understanding of the Company's current benefits, policies and procedures, as well as its general expectations of Team Members but does not attempt to cover all areas of the employer-employee relationship. **Employees must sign and date and return to the Director of PeopleFirst (HR) the Acknowledgement and Receipt of Handbook form included at the end of this Handbook.**

The Handbook is for informational purposes only. Employment with the company is at the will of the Company for an indefinite period of time unless an employee has a specific, written contract of employment fully executed between an employee and the President that provides otherwise. **This Handbook itself is NOT a contract of employment.** Just as each employee retains the right to terminate his or her employment with the Company at any time for any reason, the Company retains a corresponding right to terminate the employment relationship at any time for any reason.

This Handbook applies to all Company employees, both salaried and hourly. The policies and provisions of this Handbook are effective on the date listed on the cover page. This Handbook replaces and supersedes all previous contrary written and/or unwritten policies or practices of the Company. Some benefits mentioned in this Handbook are covered by a formal insurance policy or written benefit plan. In the event of any difference between an insurance policy or formal written benefit plan and this Handbook, the insurance policy or formal written benefit plan (or summary plan description) will control.

The Company makes an effort to review its policies and procedures from time to time. The Company reserves the right to revise, supplement, or rescind all or any portion of the Handbook at any time. Whenever possible, changes will be announced in advance. In addition, the Company reserves the right to vary any policy, other than its employment at-will policy, when, in its determination, circumstances so warrant. Furthermore, to the extent permitted by law, the interpretation by the President of any of these policies is final and binding on all affected by them.

**EMPLOYEE COMMENTS AND COMPLAINTS ABOUT WORK CONDITIONS**

The Company realizes that problems and complaints may arise from time to time regarding the policies set forth in this Handbook or regarding an employee’s employment or workplace conditions generally. The Company also realizes that employees may have a general comment, concern, or idea regarding the Company, its management or its operations. Accordingly, the Company wants to make sure that every employee’s concerns are given fair consideration and believes that direct communication with employees is the best way to resolve problems, complaints, violations or other issues an employee may want to bring to the Company’s attention. Therefore, the Company has established an easy way for employees to communicate with it.

**General Comments or Ideas**

Any employee who wants to express a general comment, concern, or idea to the Company should speak with their General Manager. If that is a problem, please contact his/her Supervisor/District Manager. If they still need to speak with someone else, they should go to the Director of PeopleFirst (HR).

**Specific Complaints**

Any employee who has a specific complaint regarding a reasonably suspected violation of the policies and provisions set forth in this Handbook or of federal, state, or local law (whether the violation has been suffered by him or her or another employee) **must immediately report the suspected violation and is encouraged to use the following two-step procedure.** Do not assume that the Company is aware of the suspected violation. It is an employee’s responsibility to report all reasonably suspected violations that he or she knows about, even if the incidents involve people other than the employee. This duty to immediately report suspected violations applies not only to violations occurring between supervisors and subordinates, but also to violations occurring between co-workers as well as violations committed by a non-employee (such as a vendor or a customer).

The types of reasonably suspected violations that must be immediately reported include, but definitely are not limited to, violations concerning discrimination, harassment (sexual or otherwise), money theft, time card theft (or other violations concerning time cards and wages), falsifying documentation, unsafe work conditions, and substance abuse.

Execution of the two-step complaint reporting procedure depends on the employee’s position with the Company and is outlined below. The “Step 1” person should be contacted first unless the complaint concerns that person or the employee does not feel comfortable speaking to the “Step 1” person. The “Step 2” person should be contacted if the complaint has not been resolved to the employee’s satisfaction by the Step 1 person or if the complaint concerns the Step 1 person**.**

Employee’s Position Step 1 Person Step 2 Person

Store Team Member General Manager Supervisor/District Manager

Also, at any time, an employee can make a specific complaint directly to the Vice President of Operations or the Director of PeopleFirst (HR) by calling 816-407-9079 or by emailing wguthrie@dtpizza.org.

All complaints made as outlined above will be promptly investigated in as discreet and confidential manner as is reasonably possible. All employees are expected to fully cooperate in any investigation and to keep confidential their involvement in any investigation. If, after investigation, the Company finds that a violation complained about did occur, it will promptly implement appropriate remedial action. Such action may include a written warning, mandatory professional counseling, sensitivity training, reassignment, probation, suspension or termination of any employee who violated this policy.

After the investigation is completed, the Company will report back to the employee who made the complaint and, as appropriate, advise the employee of the results of the investigation and the action taken, if any.

Any employee who fails to immediately report a reasonably suspected violation of the policies and provisions set forth in this Handbook or of federal, state, or local law will be subject to corrective action up to and including termination without prior warning.

Any employee who refuses to fully and truthfully participate in any investigation conducted by the Company or a third-party related to a reasonably suspected violation of the policies and provisions set forth in this Handbook or of federal, state, or local law will be subject to corrective action up to and including termination without prior warning.

**No Retaliation for Making Comments or Complaints**

The Company will not retaliate against any employee for making a complaint under this policy or bringing a situation to the Company’s attention in good faith or for cooperating in any investigation. The Company also will not tolerate retaliatory conduct by any employee. Any employee who believes he or she has been retaliated against must immediately report the conduct as outlined above.

Legal Compliance

The Company is committed to compliance with all federal, state and local laws. To the extent these polices are inconsistent with any such law, the Company will comply with the law.

**EQUAL EMPLOYMENT OPPORTUNITY AND ANTI-HARASSMENT POLICIES**

It is and has always been Company’s policy to prohibit discrimination and harassment in the work place. All employees must abide by this policy. Any employee who violates this policy will be subject to corrective action up to and including termination without prior warning.

The Company is an equal opportunity employer. The Company will not discriminate against any employee or applicant for employment on the basis of race, creed, color, religion, sex, gender (including gender identity), pregnancy, age, national origin, ancestry, pregnancy, childbirth, or related medical conditions; physical or mental disability, sexual orientation, marital status, citizenship status, genetic information, off-duty use of tobacco products, membership in the state organized militia, military or veteran status, or any other classification or trait protected by law.

The Company’s policy against discrimination also prohibits harassment of any employee or applicant for employment. As used in this policy and throughout this Handbook, the term “harassment” refers to conduct (verbal and nonverbal), gestures, comments, slurs, jokes, pictures, or cartoons and other material which is based on any of the protected classifications and traits listed above and which would be unwelcome and offensive to a reasonable person. This policy specifically covers “harassment” of a sexual nature. **Employees must sign and date and return to the PeopleFirst Department the Anti-Harassment Policy Acknowledgment form included at the end of this Handbook.**

**Anti-Harassment**

We do not tolerate the harassment of applicants, Employees, customers, or vendors. Any form of harassment relating to an individual’s race; color; religion; national origin; sex (including sexual orientation and gender identity); pregnancy, childbirth, or related medical conditions; age; disability or handicap; citizenship status; off-duty use of tobacco products, membership in the state organized militia, service member status; or any other category protected by federal, state, or local law is a violation of this policy and will be treated as a disciplinary matter.

**Violation of this policy will result in disciplinary action, up to and including immediate termination.**

If you have any questions about what constitutes harassing behavior or what conduct is prohibited by this policy, please discuss the questions with your immediate supervisor or one of the contacts listed below. At a minimum, the term “harassment” as used in this policy includes:

• Offensive remarks, comments, jokes, slurs, or verbal conduct pertaining to an individual’s race; color; religion; national origin; sex (including sexual orientation and gender identity); pregnancy, childbirth, or related medical conditions; age; disability or handicap; citizenship status; service member status; or any other category protected by federal, state, or local law.

• Offensive pictures, drawings, photographs, figurines, or other graphic images, conduct, or communications, including e-mail, faxes, and copies pertaining to an individual’s race; color; religion; national origin; sex (including sexual orientation and gender identity); pregnancy, childbirth, or related medical conditions; age; disability or handicap; citizenship status; service member status; or any other category protected by federal, state, or local law.

• Offensive sexual remarks, sexual advances, or requests for sexual favors regardless of the gender of the individuals involved.

• Offensive physical conduct, including touching and gestures, regardless of the gender of the individuals involved.

* Sexual harassment which includes unwelcome sexual advances or propositions, requests for sexual favors, physical touching, comments about an individual's body or sex life, continued or repeated verbal abuse of a sexual nature, and other verbal or physical conduct of a sexual nature when:
1. Submission to the conduct is directly or indirectly made a condition of employment or continued employment;
2. Submission to or rejection of such conduct is used as a basis for employment decisions; or
3. The harassment has the purpose or effect of unreasonably interfering with an employee’s performance or creating a work environment that is intimidating, hostile or offensive.

Each employee must exercise his/her own good judgment to avoid engaging in conduct that may be perceived by others as sexual harassment or other harassment.

* A supervisor promising or implying a raise or promotion if an employee dates the supervisor or provides any sexual favor to the supervisor;
* A supervisor threatening or implying a demotion or pay cut if an employee turns down the supervisor's request for any sexual favor or date;
* An employee making unwelcome comments about the anatomy of another, making sexual gestures or leering at another;
* The use of degrading or insulting comments or jokes, or displaying sexually suggestive materials or derogatory cartoons or pictures about another's race, religion, national origin, disability, age or sex;
* The use of jokes or comments about a person’s body, sexual prowess or lack of sexual prowess;
* An employee threatening or assaulting another person;
* An employee kissing, hugging, massaging or otherwise touching another in an unwelcome manner, or interfering with another's motion by blocking or standing in an uncomfortably close proximity to the other person; or
* An employee repeatedly asking another for a date after being turned down in a manner that does not invite a future invitation.

The Company does not condone discrimination or harassment and does not confer on any supervisor, manager, or executive the authority to engage in discrimination or harassment. Such conduct is never done with the Company’s authority and is outside the authority delegated to any employee.

We also absolutely prohibit retaliation, which includes: threatening an individual or taking any adverse action against an individual for (1) reporting a possible violation of this policy, or (2) participating in an investigation conducted under this policy.

Our supervisors and managers are covered by this policy and are prohibited from engaging in any form of harassing, discriminatory, or retaliatory conduct. No supervisor or other member of management has the authority to suggest to any applicant or Employee that employment or advancement will be affected by the individual entering into (or refusing to enter into) a personal relationship with the supervisor or manager, or for tolerating (or refusing to tolerate) conduct or communication that might violate this policy. Such conduct is a direct violation of this policy.

Even non-Employees are covered by this policy. We prohibit harassment, discrimination, or retaliation of our Employees in connection with their work by non-Employees. Immediately report any harassing or discriminating behavior by non-Employees, including contractor or subcontractor Employees. Any Employee who experiences or observes harassment, discrimination, or retaliation should report it using the steps listed below.

**If you have any concern that our No Harassment policy may have been violated by anyone, you must immediately report the matter. Due to the very serious nature of harassment, discrimination and retaliation, you must report your concerns to one of the individuals listed below:**

1. First, discuss any concern with your General Manager.

2. If you are not satisfied after you speak with your Supervisor/District Manager, or if you feel that you cannot speak to that person, discuss your concern with the Vice President of Operations.

3. At any point, you may report your concerns to PeopleFirst (HR) by calling: 816-407-9079 or by emailing: wguthrie@dtpizza.org.

**You should report any actions that you believe may violate our policy no matter how slight the actions may seem.**

We will investigate the report and then take prompt, appropriate remedial action. The Company will protect the confidentiality of Employees reporting suspected violations of this or any other Company policy to the extent possible consistent with our investigation.

**You will not be penalized or retaliated against for reporting improper conduct, harassment, discrimination, retaliation, or other actions that you believe may violate this policy.**

We are serious about enforcing our policy against harassment. Persons who violate this or any other Company policy are subject to discipline, up to and including immediate termination. We cannot resolve a potential policy violation unless we know about it. You are responsible for reporting possible policy violations to us so that we can take appropriate actions to address your concerns.

Nursing Mothers

The Company supports nursing mothers who choose to breastfeed their infants by furnishing reasonable break time to enable them to express breast milk for up to one year after the infant’s birth. Team Members will be provided a location, other than a bathroom, that is sanitary and shielded from view and free from intrusion from co-workers and the public that may be used for lactation breaks. The length and frequency of lactation breaks should be reasonable but could vary based on the needs of the Team Member requesting the breaks. To the extent possible, Team Members are asked to schedule their lactation breaks to minimize any impact on operations. Team Members may use any paid breaks for lactation breaks. Team Members will not be discriminated against or harassed for taking lactation breaks. Contact your general manger if you need to take advantage of this policy to ensure that appropriate arrangements can be made. If you are prevented from taking advantage of this policy or believe that a violation of this policy has occurred, you should immediately contact the PeopleFirst Director. The Company will comply with applicable federal, state or local law that provides greater protections to breastfeeding Team Members than those set forth in this policy.

**Prohibited Employee Relationships**

The Company recognizes that employees may socialize or interact outside of work. Such interactions can impact what employees think of each other and how they interact at work. As a result, all employees should be aware of this policy in any interaction with co-workers, whether inside or outside of the workplace or work hours.

In addition, romantic or sexual relationships between a supervisory employee and a subordinate employee are prohibited. If such a relationship develops, it must promptly be reported to the Director of PeopleFirst. One or both of the employees may be moved, and the superior may be subject to disciplinary action up to and/or termination. Any failure to disclose the nature of the relationship as contemplated in this policy may result in disciplinary action including termination.

Nepotism

Another form of a prohibited employee relationship within the same store, is nepotism. Stores may not employ relatives of the same family. This type of relationship can impact the business and what employees think of each other and how they interact at work. Failure to promptly report this type of relationship existing in a store will be subject to disciplinary action up to and/or termination. Any nepotism that exists in the same store as of 8/2/19 will be grandfathered in.

Any employee who found to have violated this discrimination and anti-harassment policy will be subject to corrective action up to and including termination without prior warning.

Reasonable Accommodations/Modified Job Duties

 To assist our Team Members who are or who become disabled, we will make reasonable accommodations as to enable such Team Members to continue performing the essential functions of their jobs or to enable them to enjoy all the benefits of employment. The specific accommodation offered will depend on the specific facts and circumstances of the Team Member’s job and any actual limitations. Possible accommodations include but are not limited to modification of job duties to comply with medical requirements or restrictions, modification of policies and procedures, leaves of absence for a definite duration or reduced schedules for a finite duration. Transfer to a vacant position for which the Team Member is qualified also may be appropriate, depending upon specific facts and circumstances of individual situations.

 Obviously, there are limits to the accommodations which we can realistically make. For example, where an accommodation would cause an undue hardship to the Company, we would be unable to make the particular accommodation. Similarly, where placing an individual in a position, with or without accommodation, would cause the Team Member to be a direct threat to the Team Member or others, we may be unable to place the Team Member in a particular position.

 If you need to request a reasonable accommodation because of a disability or on-the-job injury, please contact the PeopleFirst Department. We will discuss the matter with you and attempt to reasonably accommodate you.

Religious Accommodations

It is the Company’s policy to provide equal employment opportunity to Team Members without regard to their religious beliefs and practices (or lack thereof). The Company will make reasonable accommodations to an individual’s sincerely-held religious beliefs or practices that would resolve a conflict with a work requirement, unless doing so would result in an undue hardship to the Company. If you believe that you need a reasonable accommodation, please immediately contact your General Manager. Upon receipt of an accommodation request, the Company will engage in an interactive process with the Team Member to view possible reasonable accommodation options. The Company prohibits any form of retaliation against Team Members for requesting an accommodation under this policy.

**GENERAL POLICIES**

**Keeping Records Up To Date**

It is important that the company have up-to-date information on all employees. Each employee should immediately report to the Human Resources Department any change in name, address, telephone number, person to contact in case of emergency, insurance beneficiary(ies), or number of dependents for insurance or tax withholding purposes.

**Employment Verifications**

Only the PeopleFirst Department is authorized to respond to any request for information about a current or former employee. If an employee receives any such request, it should be forwarded immediately to the PeopleFirst Department at 816-407-9079 for a response.

In response to a Job Reference request, the Company will only provide the following information unless it is required by law to provide more information: verification of employment dates, job title, and pay rate.

No employee, is authorized to provide employment references, no matter how the request is received. This includes a prohibition on employees providing voluntary references as well as references on social networking sites that allow recommendations or referrals for individuals (i.e. LinkedIn, Spoke, Facebook, Twitter, etc.).

**Criminal Background Checks**

The Company requires pre-employment, pre-promotion criminal background checks on all employees as well as rechecks on every 3-year anniversary.

A criminal conviction is not an automatic bar to employment. Before taking an employment action, based on the criminal history of a Team Member or candidate, the Company will perform an individualized assessment to ensure that the conviction is job-related and consistent with business necessity. Factors that will be considered during the individualized assessment include, but are not limited to, the nature and gravity of the offense(s), the time that has passed since the conviction(s) and/or completion of the sentence(s), the nature of the job and any other relevant records and/or information provided by the Team Member or candidate.

The Company will ensure that all information obtained from a background check will only be used as part of the employment process and will be kept strictly confidential. Only appropriate personnel will have access to the background check information, unless otherwise required by law.

Any misreporting, falsifications or inconsistencies between information reported by the Team Member or candidate and the background check may result in disciplinary action up to and including termination of employment.

**Computers, E-mail, Voice Mail and other Technology Use**

The company provides its employees various types of technology devices, systems, and services to perform Company business. This “Company Technology” includes, but is not necessarily limited to, the following:

1. Wired telephones, mobile telephones, personal computers, laptop computers, storage media, personal digital assistants, pagers, facsimile machines, copy/scanning machines, radios, audio/video equipment, and all other devices that could be used to create/revise, store, send, receive, transmit, view, or access communications, information, or documentation;

1. Software, hardware, components, or parts of technological and electronic devices and systems; and
2. Technological and electronic means (including, but not limited to, high speed connection services, dial-up connection services, wireless connection services, virtual private network (VPN) services, remote access services, etc.) that allow an employee to access the Internet and Intranet; to create/revise, store, send, receive, transmit, view, or access communications, information, or documentation via voice mail, electronic mail (e-mail), instant messaging, text messaging, discussion forums, weblogs, or any other technology or electronic devices or systems; or to access the Company’s technology and communication networks

By completing the Handbook Acknowledgment form at the end of this Handbook or by using any Company Technology, employees agree they have read and understand this Technology Use Policy, that the Company has the right to monitor, review, and disclose their use of Company Technology, that the provisions of the Policy apply to their use of Company Technology regardless of whether they are using the Company Technology at their employment location or elsewhere or for business purposes or personal purposes.

Company Technology to be Used Primarily for Business Purposes

Company Technology is primarily for business use by the employee authorized to use the Company Technology. **Limited** personal use of Company Technology is allowed to the extent such use:

1. Is infrequent;
2. On an employee's personal time;
3. Does not compromise the security or performance of the Company Technology;
4. Does not distract from the employee’s work performance or efficiency;
5. Does not interrupt or disturb another employee’s work performance or efficiency;
6. Does not violate any software copyright laws;
7. Does not involve solicitation for non-Company business for personal gain (i.e. moonlighting activities);
8. Does not represent the personal opinions of the employee disguised as those of the Company; or
9. Does not violate any of the provisions of this Policy.

Only Company team members are permitted to use Company Technology, and then only the Company Technology they have been given express permission to use.

Team members must never intentionally interfere with the normal operation of the Company’s network, including the propagation of computer viruses and sustained high volume network traffic, which substantially hinders others in their use of the network.

No Expectation of Privacy When Using Company Technology

Team members should have **no expectation of privacy** with respect to their use of Company Technology or the contents of any communications, information, or documentation created/revised by, stored in, sent by, received by, transmitted by, viewed by, or accessed by an employee using Company Technology. **This “no expectation of privacy” applies even if the employee uses Company Technology for personal use; uses private passwords or private user IDs; makes attempts to mark or indicate the use is “confidential”, “private” or “personal”; or uses personal or other non-Company e-mail or other communication accounts such as a personal Yahoo account or Gmail account.** Team members expressly waive any right of privacy in anything and everything they create/revise, store, send, receive, transmit, view, or access on Company Technology – whether for personal or business purposes and whether the use involves personal or private accounts, passwords, user IDs, etc. Team members consent to allowing the Company and/or its agents to access, monitor, or review any information created, stored, sent, or received using Company Technology. Team members should know that all communications, information, or documentation created/revised by, stored in, sent by, received by, transmitted by, viewed by, or accessed by Company Technology – whether for personal or business use and whether the use involves personal or private accounts, passwords, user IDs, etc. – can be forensically retrieved and reviewed by the Company and may be used by the Company in litigation or for other legal or non-legal purposes involving the Company and/or the employee.

Safe Practices When Using Company Technology

Team members must not click on or otherwise “open” an embedded link in or attachment to an e­mail, instant message, or other electronic communication unless he/she knows and trusts the sender of the communication and are reasonably certain the contents of the link or attachment do not violate this Policy.

The Company is not responsible for material viewed or downloaded by employees from the Internet. The Internet is a worldwide network of computers that contains millions of pages of information. Employees are cautioned that many of these pages include offensive, sexually explicit, and inappropriate material. In general, it is difficult to avoid at least some contact with this material while using the Internet. Even innocuous search requests may lead to sites with highly offensive content. In addition, having an e-mail address on the Internet may lead to receipt of unsolicited e-mail containing offensive content. Team members are reminded that Internet sites they visit collect information about visitors. This information will link the employee to the Company. Therefore, team members may not visit any site that might in any way cause damage to the image or reputation of the Company. Team members must never incur any fee or cost in connection with Internet activity unless the activity is work related and approved in advance by above store leadership. A team member will be required personally to pay any improperly incurred Internet fees and/or costs. Team members accessing the Internet do so at their own risk.

When using Company Technology to communicate, employees must carefully review each communication prior to sending it to ensure that the meaning is clear and not subject to mis-interpretation. Humor and sarcasm can be easily misinterpreted in an electronic communication and should generally be avoided. Electronic communications should be composed in a professional manner (as if the communication was in a hard-copy written memorandum).

Company Technology must not be used (intentionally or inadvertently) to create/revise, store, send, receive, transmit, view, or access (such as visiting an Internet site, opening an attachment to an electronic communication, making a post to a Blog, forwarding a chain e-mail) any communication, information, or documentation that contain the following:

1. Nudity, pornography or any form of sexually suggestive or explicit material;
2. Messages, comments or information that could be considered derogatory or inappropriate toward any individual or group based on the individual’s or group’s age, race, creed, color, religion, national origin, ancestry, gender, sex, pregnancy status, physical or mental disability, sexual orientation, marital status, citizenship status, military or veteran status, or any other characteristic protected by applicable law; or
3. Messages, comments or information that could be considered derogatory, defaming, embarrassing, intimidating, coercing or harassing of any individual or group.

The Company computers must not be used to send, receive, or transmit comments (such as to Internet message boards, chat rooms, social networking sites (i.e. Twitter, Facebook, etc.), weblogs (a/k/a/ Blogs) or other interactive communication sites) or to otherwise communicate information regarding the Company or its business externally. This provision limiting external communications about the Company is to ensure the Company maintains its compliance with Federal securities law, which prohibits the selective disclosure of material, non-public information concerning the Company’s business and to ensure the accuracy and consistency of communications pertaining to the Company’s business.

Company Technology must not be used to send, receive, or transmit any communication, information, or documentation that is considered to be confidential, sensitive, or proprietary by the Company including, but not limited to, communications, information, or documentation related to the Company’s operations, activities, records, and business affairs to persons or businesses that do not have authorization to receive such communications, information, or documentation or that would likely use the communications, information, or documentation to harm the business of the Company. Employees must confirm authorization to receive such confidential communications from their District Manager.

Company Technology must not be used to state or imply that an employee is speaking on behalf of the Company unless the employee is given express authorization to do so.

No communication, information, or documentation that has been created/revised by, stored in, sent by, received by, transmitted by, viewed by, or accessed by an employee using Company Technology can be destroyed, deleted, altered, overwritten, erased, or made inaccessible or manipulated in any manner after the employee has been given instructions to preserve the integrity of the communication, information, or documentation or after the employee otherwise has reason to believe the communication, information, or documentation is relevant to a legal dispute involving the Company.

If an employee receives communication, information, or documentation via Company Technology that violates this Policy or that he/she considers otherwise unacceptable, then the employee should first notify the sender that you do not wish to receive communications, information, or documentations of such a nature. Following notification to the sender, the employee should take the following steps:

1. If the communication, information, or documentation was sent by a Company employee or if it contained content that you believe might be of a criminal nature, then you must notify your supervisor or the Director of PeopleFirst immediately. Do not forward, reply or otherwise transmit the communication, information, or documentation to any other person unless instructed to do so by your supervisor or the Director of PeopleFirst. After you have made notification of the communication, information, or documentation, you must delete it unless you are otherwise instructed to retain it by your supervisor or the Director of PeopleFirst.
2. If the communication, information, or documentation was sent by someone who is not employed by the Company or it did not contain content that you believe might be of a criminal nature, then you must immediately delete it unless you are otherwise instructed to retain it by your supervisor or the Director of PeopleFirst. Do not forward, reply or otherwise transmit the communication, information, or documentation to any other person.

The provisions of this Policy should not be interpreted to restrict or interfere with any team member’s legitimate, good faith exercise of rights under federal or state labor laws, the First Amendment (including equivalent state laws), or federal or state whistleblower protection laws.

Password Integrity Policy

It is the Employee’s responsibility to protect and to not share their password with anyone. The
Employee is to change their password regularly and keep it confidential. This is to ensure the
safety of the Employee’s authorized actions.

If a Company investigation is conducted and it is discovered that an Employee’s password has been misused or shared, the Company, may seek disciplinary action, up to / including termination. If an Employee’s password was used for fraudulent purposes, the Company, will prosecute to the fullest extent of the law.

**Any violation of this Policy will result in corrective action, up to and including termination.** Specifically, distributing communications, information, or documentation containing child pornography will result in immediate termination from the Company. The Company will fully cooperate with law enforcement authorities regarding any suspected violation of law or unacceptable use of Company Technology.

Arbitration Policy

When employees accept a job with our Company, in consideration for the Company hiring the employee, the Company and the employee enter into an Arbitration Agreement to arbitrate most claims or disputes of a legal nature arising under federal, state, or local law between the Company and the employee. This includes claims regarding Company property, discrimination, harassment or any other legal disputes or claim relating to employment. Except as provided in the Arbitration Agreement, any claim or dispute arising under any federal or state law will be subject to final and binding arbitration in accordance with the terms of the Arbitration Agreement. The arbitrator, who will serve as judge and jury, has the same authority to award money damages and other relief as would a court or jury. While the handbook is otherwise subject to change at the Company’s discretion, the agreement to arbitrate is binding and irrevocable unless the employee took advantage of the opt-out provision within the Arbitration Agreement. This means that both the Company and all employees are bound to arbitrate any claims or disputes arising out of employment with the Company. This paragraph does not set forth the entire Arbitration Agreement that was provided to the employee. The employee has received a copy of the Arbitration Agreement and may request another copy from the Company.

**Business Cards**

Business cards are normally purchased for the VP of Operations, Chief Financial Officer, Directors, and District Managers. Store Managers may receive personalized business cards *only* upon approval by the Vice President of Operations.

**Incident Reports**

The Manager in Charge at a Store must immediately report to the District Manager any incident, problem or unusual event including, but not limited to, any injury, accident, theft, fire, damage to any vehicle, damage to any customer’s property, etc. In addition, no later than two calendar days after the incident, a completed incident report must be emailed to the PeopleFirst Department. This policy requires the Manager in Charge to REPORT ALL INCIDENTS even if, for example, an injury does not require medical treatment, or an employee was not at fault for an automobile accident.

**Car Top/Hot Bag Inventory**

The Manager in Charge at a Store is required to do a nightly/daily inventory on hot bags and car tops. This inventory must be reported on the daily Checklists.

Any hot bags or car tops lost will be deducted from the Manager’s bonus at the District Manager’s discretion and must be reported at time of loss.

**Tobacco/Smoking Policy**

In Store: No tobacco use and smoking is permitted by any team member in any Store or while on the clock.

On Delivery: No tobacco use and smoking is permitted by any team member while driving on the clock or within the view of any customer while in uniform.

Corporate Office: the corporate office located at 3901 Blue Ridge Cut Off, KCMO, is a NON-smoking/tobacco use campus. Team members, and vendors must leave the premises if they wish to partake in smoking/tobacco usage.

Tobacco products may not be stored in customer or team member view. This includes but not limited to office desks, or counters.

**Substance Abuse Policy**

The Company strives to provide a safe work environment for all of its team members and customers. The Company recognizes that drug and/or alcohol abuse can impair team member health and productivity and lead to unsafe working conditions. To help ensure a safe workplace, the Company has adopted the following Substance Abuse Policy.

Prohibited Conduct/Required Conduct

The conduct prohibited or required by this policy includes, but is not limited to, the following:

1. No team member may use, possess, manufacture, distribute, or sell illegal drugs or drug paraphernalia.
2. No team member may report for work, be on duty or at work, use the Company’s property, or be on the Company’s premises while under the actual or apparent influence of alcohol, any illegal drug, any abused over-the-counter or prescription medication, or any un-prescribed prescription drug. A team member is “under the influence” of such a substance when the team member has any detectable amount of the substance in his or her body.
3. No team member may manufacture, distribute, sell, dispense, use, or possess any alcohol, illegal drug, drug paraphernalia, or un-prescribed prescription drug while on duty, at work, or on the Company’s premises.
4. No team member may refuse or fail to fully cooperate in any substance testing conducted or required under this policy. A refusal or failure to fully cooperate includes, but is not limited to, failure to timely or properly report as directed for testing; refusal to accept transportation arranged by the Company to the testing facility; refusal to submit to any drug and/or alcohol test; failure to sign any required acknowledgment, consent, release, and/or testing custody and control form; failure to follow the directions of any testing facility personnel; and any conduct that obstructs, interferes with, or delays the testing process (such as switching, altering, or diluting testing specimen).
5. No team member may refuse or fail to fully submit to an inspection of any desk, locker, tool box, vehicle or other Company property under the employee’s control or any of a team member’s own personal property when asked to do so by the Company.
6. No team member is allowed to report to work and begin performing his or her work duties while using a prescription drug that may impair the employee’s behavior or physical or mental ability to safely and fully perform his or her duties unless the employee first reports the use of the prescription drug to his or her immediate supervisor.
7. A team member must cooperate in any attempt by the Company to obtain the team member’s post-accident medical records where such accident gives rise to a reasonable suspicion necessitating substance testing as outlined below.
8. A team member must immediately report to the Director of PeopleFirst (HR) any conviction under any criminal drug statute or a conviction for driving while intoxicated while in the performance of Company duties.
9. A team member must adhere to the provisions of any agreement executed by the employee that requires treatment or counseling for illegal drug, prescription drug, or alcohol abuse.
10. A team member must immediately report to the Director of PeopleFirst any reasonably suspected violation of these provisions

As used throughout this policy, the term “the Company’s premises” means any property, facility, land, structure, parking lot and vehicle owned, leased or under the control of the Company, any location at which an employee is performing work, and any vehicle while used for Company business.

Any team member who violates any of the provisions of this Substance Abuse Policy will be subject to corrective action up to and including termination without prior warning.

When Testing Will Be Done

A team member will be required to submit to and fully cooperate in substance abuse testing upon reasonable suspicion of a violation of this Substance Abuse Policy. Under this policy, “reasonable suspicion” means:

1. The team member contributed to or was involved in any accident or safety-related incident while on duty, at work, or on the Company’s premises and the accident or incident involves:

* Property damage;
* An injury to any person that requires professional medical treatment or that, in the determination of the Company, may have been caused in part by possible substance abuse or that may result in a claim for workers’ compensation; or
* Any motor vehicle.
1. The behavior, speech, appearance, conduct, or odor of a team member is indicative of a violation of this policy.
2. The team member has within his or her custody or control any substance or paraphernalia associated with substance abuse.
3. The Company receives what it believes to be a good-faith report that a team member has used or is using a substance in violation of this policy.

Testing under this policy may be in addition to any testing required by any governmental or law enforcement body.

If testing under this policy is required of an employee who is in need of medical attention, then necessary medical attention will not be delayed in order to conduct testing. However, the team member must promptly, upon request from the Company, provide the necessary authorization for obtaining medical reports and any other document(s) that could indicate whether the team member was under the influence of a substance at the time the “reasonable suspicion” for testing arose.

The Company’s Substance Abuse Policy provides for testing procedures of team members in particular instances including, but not limited to, pre-employment testing, reasonable suspicion, random and job-related accidents.

Team Member Status While Awaiting Test Results

If testing is done because the team member contributed to or was involved in an accident or safety-related incident, then the employee will normally be returned to work pending test results. If test results are reported as “positive”, then the team member is subject to corrective action up to and including termination without prior warning.

If testing is done for any other circumstance, then the employee will normally be returned to work only after the Company receives test results reported as “negative” and as work is available. If test results are reported to the Company as “negative”, then the team member will be paid for any scheduled work time that was missed during the testing process. If test results are reported to the Company as “positive”, then the team member is subject to corrective action up to and including termination without prior warning.

Test Results

A “positive” test result on any substance test constitutes being “under the influence” of the substance for which the test is positive and may be considered “under the influence” of the substance tested even if the employee’s physical or mental abilities were not actually impaired or even if the employee’s blood alcohol content was not above a certain legal limit.

Test results which are reported to the Company will typically be kept confidential and disseminated on a need-to-know basis. However, nothing in this policy is intended or shall be construed as limiting the Company’s right or ability to provide information regarding testing and test results to any representative of a team member, any governmental or law enforcement body, or to the decision maker in any proceeding or grievance initiated by or on behalf of an employee (including, but not limited to, a workers’ compensation claim or an unemployment compensation claim).

Proper Use and Disclosure of Medication

No prescription medication may be brought upon the Company’s premises by a team member other than by the team member to whom the drug is prescribed. An employee must promptly disclose his or her use of any medication to the District Manager or Director of PeopleFirst when the medication could cause impairment or interfere with the team member's ability to safely perform his or her duties or the team member has reason to believe the medication may present a safety risk to himself or herself or others.

The Company reserves the right to have a physician of its choice determine whether a team member can safely perform his or her duties while using medication. In appropriate cases, the Company may require the team member to be temporarily transferred to another job, to be temporarily off work, or to take a leave of absence because of the use of medication.

**Food Trades**

Only Above Store Leadership have authority to approve trading any of the Company’s product for food or other items with any other company, business, or person. Such trades must be approved in advance. Team Members participating in such trades without prior approval from an employed above store person, may be subject to disciplinary action, up to and including terminated.

**Dress Code**

Above Store Staff: Monday through Sunday employees are required to dress in business attire. On Fridays, the corporate office may dress in casual attire including denim and tennis shoes. The Company uniform is acceptable any day of the week provided it is complete. Business casual shorts may be worn if the outside temperature is 90 degrees or above.

Stores: All team members are required to wear their uniform, and be in perfect image, while working. Standard uniform items are the Company shirt (tucked in), and hat (front-facing, bill facing forward). Employees must also wear black pants, shorts (minimum 6” inseam), skirt, or capris of a permanent press, cotton material (must be in good condition, not faded, no tears or holes), black belt, and comfortable footwear (must be closed toe). Unacceptable forms of footwear include but not limited to flip flops, crocs, clogs, slippers, or house shoes. If a team member desires to wear a visible undershirt, the undershirt must be black or white in color. During colder weather, only delivery personnel may wear a Domino’s approved beanie (purchased by the employee). Colder weather is defined by the Company, as outside temperatures of less than 60 degrees Fahrenheit.

Meetings and/or Training Sessions: All team members who attend a meeting or training session will need to be in full Domino’s uniform or business casual.

Team members may request an exception to the dress code as an accommodation based on religious, cultural, medical, or other reasons by contacting PeopleFirst.

**Driver Policy**

At any and all times during your employment with the Company if you drive, either as a primary function of your job OR as a secondary or periodic function of your job in any capacity, you are required to have and maintain active current automobile insurance as necessary to comply with laws of the state in which you work. Upon request, you must submit to the Company a copy of your current **Certificate of Liability Insurance Card (Insurance ID Card).** **The Insurance ID Card must contain a valid policy number, date of expiration, vehicle year, make and model, and the Team Member’s name listed as an ‘Insured Driver.’** You are to immediately inform the Company of any change in the agent, Company, and limits of liability, notice of cancellation or renewal of your automobile insurance carried on the automobile utilized in performing your job. You must submit to the Company a copy of the automobile insurance upon request, change or renewal. **Your driving practices are subject to observation and an unsatisfactory report or any reports of unsafe driving as deemed by the leadership team could be grounds for IMMEDIATE TERMINATION.**

Also, to drive in any capacity for the Company, you must have a current, active state issued driver’s license. You must submit to the Company a copy of the driver’s license upon request and upon renewal of the license. You cannot drive another Team Member’s or any other person’s automobile unless you are listed as an insured driver on the insurance that covers that vehicle. A copy of this vehicle insurance and a vehicle inspection must be on file in the office. In addition to having the required automobile insurance and current state issued driver’s license, you must have on file with the Company a current (within the past 6 months) Motor Vehicle Report (MVR) and you have been QUALIFIED to drive for the Company. You must authorize us to request additional MVR’s as the Company deems appropriate.

DUI/DWI

If any Team Member has been convicted of a DUI/DWI, they are **Not Qualified** to drive. They can work inside in a Non-Driving capacity as business allows. The Team Member must be in good standing to be transferred as an Insider.

**Not Qualified** to drive means the Team Member **CANNOT** drive for the Company in any capacity. This includes but is not limited to delivery, bank deposits, driving to meetings, picking up payroll, and driving to other stores to pick up product. The Team Member is to notify management immediately of such an incident. If the Team Member is in ‘Good Standing’ and is found guilty, he or she may be permitted to continue working as an Insider as business allows, but are not allowed to drive for the Company.

**Store Visitors**

Team members are not allowed to bring their children into a Store while they are working. Non–team members are NEVER allowed behind the front counter unless they are attending an authorized guided Store tour.

**Weapons Policy**

To the extent permitted by law, no employee may have any weapon on their person or in their vehicle while in any Store or other work location, while on duty, or while in Company uniform. This policy applies to every employee including off-duty law enforcement officers who have been hired for delivery driver duties and including employees who have a permit (such as a concealed carry permit) authorizing them to possess or carry a weapon. The term “weapon” as used in the policy includes, but is not limited to, the following:

1. All firearms (such as handguns, rifles, and shotguns).
2. Knives (other than knives approved for use in food product preparation, which shall properly be used only in Stores).
3. Mace or pepper spray.
4. Any item intended to be used against another for self-protection.

Employees should review the Company’s Cash Handling, Safety, and Security Policy and/or Driver Policy for more information regarding the Company’s policies regarding security issues.

**Solicitation**

The Company does not permit solicitation or distribution by any Non-Team Member at any time. Team members may not distribute materials in any work area at any time or solicit for any cause, item, or service during their work time or the work time of the employee being solicited. This policy prohibits the selling of any goods, services, and memberships including, but not limited to, Shaklee, Amway, Tupperware, Pampered Chef, and Mary Kay, house cleaning, home repair or maintenance, charity, and any organizational membership. Team members also may not post or display material on the Company’s bulletin boards without prior approval of management.

**Gift Certificates**

Above Store Use ONLY: Donation-related gift certificates may be granted with the approval of company leadership, including Company President, CFO, VP of Operations, DO’s, Director of PeopleFirst, Director of Development & Partnerships, or Director of Training/Recruitment.

**Cell Phone Policy**

Delivery Drivers: Any delivery driver who is driving may not use cell phones and mobile electronic devices (including texting, mobile internet, social media, games, or other applications) while driving and is prohibited in the store. Instead, the employee must pull out of traffic before answering or placing a call. NO cell phone usage within the Store unless it pertains to Domino’s business.

Cell phones are not required for any job with the Company. Employees should use the store phone for any call backs.

**Team Member Termination**

Team members who voluntarily terminate their employment with the Company are expected to provide a minimum of two weeks’ notice and a written letter of resignation to their immediate manager.

All team members who terminate their employment with the Company (whether voluntarily or involuntarily) must return all Company property and equipment on or before their last day of employment.

**Rehire Policy**

Team members who have left the company involuntarily shall not be rehired by the Company. Employees who have left the company voluntarily, may be rehired by the authorization of the Company President, Vice President of Operations and Director of PeopleFirst. All three Company representatives must sign off on the previous team member who wishes to return to the company. If authorization is not granted by either of the company representatives, the previous team member may not be rehired.

The Company reserves the right to suspend the Rehire Policy at any time, for any duration of time, and for any reason.

**Expected Team Member Conduct and Corrective Action**

Each team member is expected to maintain a high standard of personal conduct and job performance. Each employee is also expected to conduct himself or herself in an honest, responsible, and polite manner having respect for customers and fellow team members, including management. Where performance or conduct does not meet the Company’s standards, the Company may provide the employee with a reasonable opportunity to correct the problem(s). However, the Company, absolutely reserves the right to terminate any employee without prior warning or an opportunity to improve.

The guidelines set forth below are intended to avoid confusion and misunderstandings about what is and is not satisfactory conduct. Of course, no list of guidelines can exhaustively cover every circumstance in which the Company may impose discipline. Accordingly, the following list merely illustrates the kind of unacceptable conduct which, along with the other policies set forth in this Handbook, may result in corrective action up to and including termination without prior warning.

1. Repeated and unexcused tardiness, absence, or early departure from work; a single instance of failing to properly report tardiness, absence, or early departure from work; or, for Store employees, a single instance of failing to find a replacement to cover their scheduled shift. If an employee incurs one unexcused tardy, absence, or early departure from work during the first 90 days of their employment, then the employee will be subject to immediate termination without prior warning. The details of the Company’s attendance and Punctuality Policy are set forth below.
2. Inattention to duties, wasting time, restricting output, sleeping or appearing to sleep on the job, failing to do job assignments, exercising poor judgment, or engaging in other conduct that reflects negatively on job performance.
3. Dishonesty including, but not limited to, such conduct as falsifying any personnel, payroll, or other record; actual or attempted unauthorized possession of property belonging to the Company, a customer, or fellow employee; or actual or attempted destruction or abuse of property belonging to the Company, a customer, or fellow employee.
4. Insubordination or otherwise refusing to obey instructions or procedures.
5. Failure to follow safety procedures.
6. Commission of any unlawful act on the Company’s premises or while on duty.
7. Commission of any unlawful act off of the Company’s premises or while off duty which, in the Company’s sole opinion, affects the employee’s relationship to his or her job or his or her fellow employees.
8. Using abusive, profane, threatening, discourteous, or disrespectful language towards any other employee or customer.
9. Fighting or provoking a fight or threatening, intimidating, harassing, or coercing anyone while at work.
10. Failure to immediately report any accident or injury to the Company.
11. Abuse of any leave of absence.
12. Improper handling of cash or other payment method. The details of the Company’s Cash Handling, Safety, and Security Policy are set forth in a stand-alone policy.
13. The use of personal cell phones within a Store or while on duty unless it pertains to the Company’s business.
14. Violation of any Company policy or procedure.

**SYSTEMS POLICIES**

The purpose of this section is to outline and solidify policies regarding in-store systems that the Company has rolled out to standardize current operations within Stores.

**Daily Check List**

The Checklist MUST be completed timely throughout the day, EVERYDAY.

Store management team members must use check marks for everything that is correct and use a circle for everything that is not correct, until they have corrected it, then, place a check mark in the circle.

**Counting Store Inventory**

Store management team members must ensure all food counts are ACCURATE each day. Inventory must be counted each night and inputted into the Store’s PULSE computer.

All inventories are to be printed, signed, and dated on each sheet of the inventory each night and filed in the Store’s business binder.

Check & Recheck ALL Inventory Counts.

**Food Ordering**

Accurate inventories have an impact on the Company’s and Store’s business. Store management must schedule time to complete the Store’s food orders each week. Accurate sales projections must be entered to ensure suggested order totals are correct.

Store management must check the food cost worksheet for their budget total of their current order. Store budgets should not be exceeded without the approval of the District Manager, DO, or VP of Operations.

Store management should print the suggested order and walk to EVERY ITEM on the order list and make sure it needs to be ordered, & that the amount is correct.

**Delivery Check-In**

All Deliveries should be checked in and the quantities delivered should be checked on the invoice vs. what was received. Any missing item or item (s) that was received too much of must be called into the commissary for a credit or a charge.

It is unacceptable to be out of any product. Use inventory finder to locate a location that has plenty of that item. Contact your District Manager and let them know your plan for correcting the issue.

**Rotate and Storing**

Stores should NEVER have expired items. To achieve this, it is important to rotate new product so that FIFO (first in, first out) is being executed.

All items must be at least 4 inches off the floor or stored on a dough dolly.

All Deliveries MUST be put away within 3 HOURS. This includes EVERY delivery a Store receives. All cases must be dated with the expiration date of the respective product using a red sharpie marker and be front facing. It must be in this format; X = Month/Date.

**Prep**

Stores should NEVER have expired items, to achieve this it is important to prep the Right amount of product to meet the demand of the business.

Store management is to use the product mix report and the consolidated summary report to understand prep needs.

Prep for ONLY 1 day of business MAXIMUM.

Expiration dates using day dot labels are to be on EVERY product that is prepped and that the expiration dates are correct. Prep must be stored front facing with expiration date in front.

Dough management procedures should be followed daily as part of the store prep process each day.

**Scales**

Portioning is extremely important to the Company for both product consistency and food cost. It is required to use the scales standards for our business.

Stores that are doing less than $13,000 per week it is mandatory that Stores have a minimum of TWO (2) Scales on EVERY makeline.

Stores that are doing more than $13,000 per week it is mandatory that Stores have a minimum of THREE (3) Scales on EVERY Makeline.

**Four Horseman**

It is all of our responsibility as leaders within the Company to ELIMINATE and track items that effect food cost control and cash control. Monitoring the 4 Horseman DAILY, will help the Company achieve great results in these areas. The 4 Horseman are Manager Price Changes (MPC), Bad Orders, Edit Downs, and Abandoned Orders.

Store management and above store leadership are responsible to track the 4 Horseman to ensure malicious actions are not occurring.

**End of Day Process**

The End of Day Process must be completed each night after close. The manager in charge is responsible to ensure this process is completed 100%. This includes but not limited to, entering inventory, and entering the deposit total.

**Team Member Schedules**

Stores: Team member schedules are to be completed and sent to your District Manager no later than 5:00 p.m. on Thursdays of each week. Team member schedules are to be posted no later than Friday at Open.

District Managers: Team member schedules are to be checked over, revised and approved each week. Once a schedule has been approved it must be signed and dated verifying this process has been completed. Approved schedules are to be sent to the VP of Operations, and DO’s.

Approved schedules need to be submitted to the Director of PeopleFirst by 5 p.m. on Friday.

**ATTENDANCE AND PAY POLICIES
Initial Employment Period**

During the first 90 days of employment with the Company, a team member’s performance will be evaluated closely and regularly and may be reviewed with the team member. The Company maintains this initial employment period to ensure employees are the right person for the job for which they have been hired. During this initial employment period, the Company takes a zero-tolerance approach regarding attendance and disciplinary matters. Any single instance of an unexcused absence or discipline issue will result in immediate termination without prior warning.

**Attendance and Punctuality**

The Company expects all team members to be at their work location, ready to work at the time their work is scheduled to begin. Being conscientious about getting to work on time every day shows your commitment to being a dependable employee.

Team members who are sick or have infected cuts and lesions shall not report to work and follow the procedure to get an Excused Absence.

A team member who does not report to work or remain at work on a day he or she is scheduled to work will be charged an unexcused absence unless the absence is covered by the leave provisions in this Handbook **and** the team member has fully complied with the notice and/or request requirements of those leave provisions or unless the absence is otherwise excused as set forth below.

A team member who reports to work after his or her scheduled start time will be charged an unexcused tardy unless the tardy is excused as set forth below.

An absence or tardy may be “unexcused” even if a team member has a good reason for the absence or tardiness and gives advance notice of the absence or tardiness.

Procedure to Request an Excused Absence or Tardy

For an absence or tardy to be “excused”, employees must take the following steps:

1. Find a replacement to cover their shift during the absence or tardiness.
2. If the team member becomes aware of the need for an absence or tardy arrival prior to the start of their work day, then they must call their immediate manager as soon as they suspect they will be absent or tardy but no later than their scheduled starting time and actually speak to the immediate manager. For Store team members, other than the Store Manager, the person to call is the Manager in Charge. For Store Managers, the people to call are the District Manager **AND** the Manager in Charge.
3. If the immediate manager is not available to actually speak when the call is made, then team members must leave a voicemail message for their immediate manager and provide detailed reasons for the absence or tardiness, the expected duration of the absence or tardiness, the name and telephone number of the person who will cover their shift during the absence or tardiness, and the telephone number where they can be reached during absence or tardiness. *Sending a text message to the immediate manager will not be accepted as calling an immediate manager or leaving a message for an immediate manager.* Reporting an absence or tardiness to a co-worker will not be accepted as calling an immediate manager or leaving a message for an immediate manager.
4. If the absence will be after the employee has begun their work day, then they must, in person and face-to-face, notify an immediate manager **before** leaving work.
5. Provide written, documented proof of the reasons for the absence or tardiness, if requested by an immediate manager. Providing such written, documented proof (such as a “doctor’s note”) does not mean that the absence or tardiness will necessarily be “excused”.
6. Receive express, verbal confirmation from an immediate manager that the absence or tardiness will be excused.
7. Follow this procedure **each** day they are unable to report to work as scheduled (unless they have been formally granted an extended, **written** leave of absence).

Failure to follow each of the steps listed above will result in an absence or the tardiness being counted as “unexcused” which will require the Company to take corrective action against the employee.

Failure to Give Notice of Absence or Tardy

A team member who is a no call/no show (i.e. a team member who fails to give any notice at all to his or her immediate manager that he or she is going to be tardy or absent from work, regardless of whether the tardiness or absence could have been excused or unexcused) for two consecutive work days will be considered to have abandoned their job and will be terminated without any notice.

*This Attendance and Punctuality Policy applies at* ***all*** *times, including inclement weather and holidays.*

**Payroll Advances**

The Company does not give payroll advances.

Mileage

For each delivery made while working for us, we will reimburse you for expenses involved in using your personal vehicle. We refer to this reimbursement as ‘Mileage’. Mileage information is posted in your store or available from your general manager.

Your vehicle reimbursement amount (mileage) will be adjusted periodically based on the average price for regular unleaded gas for the state where the store you work in is located.

If we ever pay you more Mileage than you are entitled to receive, it is your obligation to promptly repay the excess amount to us.

**Weather Policy**

Any Store team member who believes weather-related events may prevent him or her from being unable to work his or her scheduled shift must follow the “Procedure to Request an Excused Absence or Tardy” outlined above in the Attendance and Punctuality Policy, otherwise the absence from work will be considered “unexcused”.

In the event of 1 inch or more of snow, any General Manager and Manager in Charge must promptly contact their District Manager to learn whether they will need to report to work or stay at work, regardless of what the posted schedule shows.

**Uniform Deductions**

Employees who are required to wear a uniform at work will be given a shirt and hat.

Tipped Team Member Notice

Delivery drivers are employed in an occupation in which they customarily and regularly receive tips. For your work as a delivery driver, you will receive a cash hourly wage and a tip credit will be taken toward your wages for your hours worked related to deliveries.

The tip credit will be the difference between your cash hourly wage and the applicable state or federal minimum wage. For example, if your cash hourly wage is **$4.25** per hour, the company will take a tip credit of **$3.00** per hour to reach the current federal minimum wage of **$7.25** per hour. If the state or federal minimum wage increases, the tip credit will be the difference between your cash hourly wageand the new minimum wage. All tips received by a tip-credit Team Member will be retained by the Team Member. The Company does not permit tip pools. In no event will the Company take a tip credit that exceeds the actual tips received by the tipped Team Member. The tip credit will not apply to a Team Member who has not been informed of the tip credit provisions.

The Tip Income you receive-whether cash or included in a charge and/or check-is TAXABLE INCOME. As Income, these tips are subject to Federal Income Tax, Social Security and Medicare Taxes, and may be subject to State Income Tax as well.

The Internal Revenue Service (IRS) has put greater emphasis on Reporting Tip Income over the past few years because a significant number of Taxpayers are Not Reporting ALL Tip Earnings as Income. For all Team Members, under Federal Law, the IRS ***requires*** that you report ALL of your Tip Income to us for any month during which you receive at least $30 in tips.

The Company believes that the amount of tips declared by a Team Member is accurate. Therefore, a low (or zero) tip declaration will be taken as an indication that the Team Member is earning low (or zero) tips and can be interpreted as an indication of poor customer service and subject the Team Member to disciplinary action. A Team Member who consistently receives low tips will cause the manager to assume two things: (1) customers have been consistently unhappy with that individual’s service and/or (2) the Team Member may also be unhappy, because he or she is not earning tips at the same rates as other drivers.

**Payday**

Payday is every other Tuesday. Paychecks can be cashed after 2:00 p.m. on payday Tuesday. Paychecks **may not to be cashed at a Store**.

**Pay Adjustments, Bonuses, and Promotions**

All pay adjustments, and bonuses are subject to approval by the Director of PeopleFirst. All promotions are subject to approval by VP of Ops, DO, DM, Director of PeopleFirst, and/or Director of Training & Recruitment. Pay increases, bonuses, and promotions are based on performance, qualifications, responsibility, company profitability, and budgetary considerations and **should not be regarded as automatic**. Pay may be adjusted downwards from time to time and demotions may occur.

Bonuses may be paid in recognition of extra contribution or performance of team members. Distribution of bonuses may be made on a selective basis at appropriate times throughout the year and in an amount related to the individual achievement of the Company's objectives

The Company will attempt to fill vacancies through promotions from within the Company whenever possible. However, the Company reserves the right to fill vacancies from outside the Company and without internal posting when, in its sole discretion, it deems such action is necessary. Team members are encouraged to apply and have the opportunity to advance within the Company to positions of greater responsibility and higher pay. The Company awards promotions on the basis of individual merit and qualifications as determined through the evaluation process.

**Timekeeping and Overtime**

This policy applies only to the company’s hourly and salaried non-exempt team members.

It is the policy and practice of the Company to accurately compensate team members and to do so in compliance with all applicable state and federal laws. **Accurately recording time worked is the responsibility of every hourly and salaried non-exempt employee.** Time worked is all the time actually spent on the job performing assigned duties, including both regular time worked as well as overtime worked.

To ensure that employees are paid properly for all time physically worked and that no improper deductions are made, each employee should review his/her paychecks promptly to identify and report all errors.

Team Members Are Prohibited from Working “Off the Clock”

Team members should not work any hours that are not authorized by their immediate supervisor. Employees are prohibited from starting work early, finishing work late, working during a meal break, or performing any other extra or overtime work unless specifically authorized to do so by their immediate manager. However, all time physically worked by an employee must be recorded on the employee’s time record, including all overtime worked. **Team members are strictly prohibited from performing any “off-the-clock” work.** “Off-the-clock” work means work an employee performs but fails to clock in. If you are ever asked to work “off-the-clock” you should report it to PeopleFirst immediately.

Team Members May be Required to Work Overtime

Occasionally the Company’s business needs may require that employees work beyond their normally scheduled hours. Team members must work overtime if so directed, except that consideration will be given to those who have valid reasons for being unable to work overtime provided other qualified team members are available to do the work. Management of the Company will determine individual qualifications. Overtime is considered any actual time worked in excess of 40 hours during one work week.

Team Members Must be Requested or Given Approval to Work Overtime

Team Members must receive advance approval from their immediate manager to work overtime. Working overtime without such authorization may result in corrective action up to and including termination without prior warning.

Team Members eligible for overtime pay will be paid 1-1/2 times their regular rate for any hours they actually work over 40 during one work week.

Team Members Request for Days Off

A Team member’s request for a day off will on all occasions be considered and approved unless there are special promotions or excessive requests for that particular day in addition to other scheduling conflicts, or unforeseen circumstances. There are certain days throughout the year that no requests off will be approved Super Bowl Sunday, Valentine's Day, Halloween, the Wednesday before Thanksgiving, Christmas Eve, and New Year’s Eve. Other days may be added to the restricted list as deemed necessary by Management.

General Manager Meeting Attendance

General Managers (“GM”) are required to attend a company meeting each week at the same time and location. These meetings are considered part of their “normal schedule,” and should be reflected on the store’s schedule. Meetings may not be cancelled, or rescheduled. If a Company’s meeting falls on a holiday, that meeting will be moved to the following day at the same scheduled time.

General Managers will be compensated for their travel time to the meeting in accordance with the following policies:

If the meeting is held during the GM’s shift, the GM will be compensated for all travel time.

If the meeting is held prior to the beginning of the GM’s shift, and the GM is traveling from his or her home directly to the meeting, the GM will be compensated for travel time after the first 45 minutes of the travel time have elapsed.

Business expense reimbursement for attendance at these meetings will be issued in accordance with the Business Expense policy.

**Performance Evaluations**

The Company will attempt to evaluate employees’ job performance is evaluated at the end of the first 90 days of employment with the Company and semi-annually thereafter. Performance evaluations are conducted to provide both the Company and team members the opportunity to discuss job duties, identify and correct weaknesses, encourage and recognize strengths, and discuss positive purposeful approaches for meeting department and personal career goals. Input for the evaluations will be considered from managers, co-workers, and perhaps customers.

Managers and team members are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis.

**CASH HANDLING POLICIES
Store Tills**

Store tills must be secured at all times with till keys in management possession or designate possession. Store tills may not contain more than $75.

**Borrowing or Loans**

No I.O.T.’s (I Owe Till) are allowed at any time. Any employee that borrows funds from the store till or store bank will be terminated.

**Store Banks**

Store banks are an assigned cash amount used for business purposes. The store bank amount may vary per store and the decision to set the amount, lower or raise the store bank is up to the Company President, CFO, or VP of Operations. Store banks must be secured in the Store’s safe at all times.

**Store Safe**

Store safes must be secured at all times. Store safes must be equipped with a working time delay mechanism, set to a minimum of nine (9) minutes. Access to the store safe is limited to authorized employees. Authorized employees include, store management team members, and above store leadership team members.

**Shift Changes**

Shift changes must be done each day and recorded on the Daily Check List. In addition to shift changes, an opening count of the store bank and a closing count of the store bank must be done and recorded on the Daily Check List. Shift changes must be completed by the opening manager and closing manager. Opening count and closing count must be completed by the opening manager at open and the closing manager at the close of business. Failure to complete opening, closing, or shift change counts will result in disciplinary action up to and/or including termination.

No Access Policy

Individuals who are not employed by the Company are not allowed in work areas unless accompanied by a Team Member after receiving prior approval from the General Manager. Off duty Team Members are prohibited from entering or accessing any interior work areas. This prohibition does not prevent a Team Member from entering the customer service area of a store to purchase pizza or related products or remaining in a store to complete such purchases.

Report any strangers or suspicious individuals who enter or attempt to enter secured areas of the work site to your General Manager and/or local law enforcement immediately. Team Members must not badge in or hold the door open or otherwise bypass physical controls for another individual.

**Nightly Deposits**

A nightly deposit must be made at the end of each business day. The closing manager is responsible for counting the deposit, inputting the deposit amount in the store’s PULSE computer, and taking the deposit to the Store’s assigned bank each night. The closing driver must accompany the closing manager to the bank.

*Safety & Security* – The closing driver will exit the Store first and ensure there are no threats. Once it is cleared for the closing manager to exit the Store, and enter their vehicle, the closing driver will drive ahead of the closing manager and enter the Store’s assigned bank property and check for any threats. Once it is cleared, the closing manager will drop the nightly deposit in the bank’s nightly depository. The closing manager and closing driver must be in separate vehicles.

Failure to follow this policy will result in disciplinary action up to and/or including termination.

**Cash Shortages**

Cash shortages are unacceptable and will not be tolerated. Any team member that is cash short will be subject to disciplinary action up to and/or including termination. Store management team members are responsible for cash controls within the store. Delivery personnel are responsible for monies received while on deliveries.

**Payroll Deductions**

The Company is required by law to make certain deductions from employees’ paychecks, including federal, state and local income taxes and team member’s contributions to Social Security. These deductions are itemized on employees’ check stubs. The amount of the deductions is based on the employee’s earnings and on the information the team member provides on his or her W-4 form. Any change in name, address, telephone number, marital status or number of exemptions must be reported to the Company immediately. Other mandatory deductions are also made from paychecks, such as court-ordered attachments.

Payroll deductions are not allowed to be used for the purpose of paying back cash shortages.

Payroll deductions may only be made with the approval of the Company President, CFO, VP of Operations or Director of PeopleFirst.

**Driver Banks**

Driver banks are assigned to each delivery personnel at the beginning of their shift and used to make change to customers on deliveries. Driver banks may not exceed $20 and must contain coin change. An example of this would be 2 - $5, 9 - $1, & $1 (coin change).

Delivery personnel are responsible for their assigned driver bank.
Cash Drops

Delivery personnel must make cash drops and credit card slip drops after each delivery and may never leave the store with more than $20. This includes personal money. Delivery personnel are assigned a driver drop box which must be secured by a lock. Only the assigned delivery personnel may possess a key to their respective drop box.

Failure to follow the cash handling policies for the Company will result in disciplinary action up to and/or including termination.

**BENEFIT and LEAVE OF ABSENCE POLICIES**

In addition to those benefits and leaves of absence listed below, the Company will provide all other benefits, leaves of absence, and breaks from work as required by law. This may include, depending on the particular facts of the situation necessitating the need for the leave and the team member requesting the leave, leave for military duty, to vote, to attend to family issues, or to take a meal break.

**Vacation Time**

Vacation time is offered to all General Managers after 180 days in position. General Managers are offered up to 50 hours of vacation accrual each year. A maximum of 50 hours may be carried over to the next fiscal year. The accrual rate is 1.93 hours per pay period for 1-3 years of service, maxing out at 50 hours per fiscal year, 3.86 hours per pay period for 3-5 years of service, maxing out at 100 hours per fiscal year, and 5.79 hours per pay period for 8+ years of service, maxing out at 150 hours per fiscal year.

Although vacation time is not permitted during the first 180 days of employment, accrual begins on the date of their GM hire/promotion. Vacation time is earned during the year and is calculated once per pay period.

Vacation time will not be paid out upon employee separation.

**Health Insurance**

Health insurance is offered to all General Managers after 60 days in position. Health insurance is offered to all full-time Employees after one (1) year of employment. Full-time is considered any Employee who works an average of 30 hours per week in a one (1) year look back period.

**Bonus Program**

From time to time, the Company may adopt one or more bonus programs. Bonus programs are, if implemented, are voluntary contributions on the part of the Company.

Regardless of other eligibility rules, a team member must be an active employee in the same role on the date a bonus is actually paid in order to earn and receive any bonus payment.

Bonus payments are not guaranteed even when a bonus program has been implemented and may be subject to reduction at the Company’s discretion based on the results of inventory and cash audits. Accordingly, bonus payments may be withheld, increased, decreased or discontinued, individually or collectively, with or without notice.

**Team Member Discount**

The current Team Member discount is 50% off all food products, for carryout only. This is subject to change at the Company’s discretion.

**Workers’ Compensation Insurance**

The Company provides workers’ compensation insurance coverage for all team members who suffer a work-related injury. This insurance includes coverage for medical bills resulting from a covered injury and may include payments for time missed from work because of the injury. The Company complies with all laws regarding workers’ compensation and strictly prohibits any retaliation against an employee who exercises his or her rights to workers’ compensation.

In order to ensure that workers’ compensation claims, and benefits are processed in a timely manner and that employees receive the benefits provided for by the insurance, **it is imperative that employees notify the Company immediately when they have suffered a work-related injury, illness, or disease**. Any employee who sustains any work-related injury, illnesses, or disease must immediately notify his or her immediate manager and the PeopleFirst Department, even if the injury, illness, or disease does not require immediate medical attention. The failure to immediately notify the appropriate person may jeopardize workers’ compensation coverage and result in a denial of the benefits that are otherwise available to an employee.

To the extent an injury, illness, or disease is caused or contributed to by an employee’s use of controlled substances or alcohol, workers’ compensation insurance benefits may be denied or reduced.

It is unlawful for an employee to make a fraudulent claim for workers’ compensation benefits. The Company will take corrective action up to and including termination without prior notice against any employee who makes a false claim for workers’ compensation benefits.

The Company complies with all laws regarding workers’ compensation and strictly prohibits any retaliation against an employee who exercises his or her rights to workers’ compensation. If an employee has any complaint regarding this Workers’ Compensation Insurance policy or its application against him or her, then he or she should use the procedures set out in the Employee Comments and Complaints about Work Conditions policy above.

**Jury Duty Leave**

The Company will grant excused time off for jury service to any team member who receives a summons for jury duty where the jury duty service would interfere with the team member’s regularly-scheduled shift and when the team member provides a copy of the summons to his or her immediate manager as soon as possible after receipt of the summons but no less than 10 days after its receipt.

A team member on jury duty must report back to work immediately after he or she is released from jury duty (temporarily or permanently) provided there is sufficient time for the team member to work at least 2 hours of his or her regularly-scheduled shift. Jury duty leave is unpaid unless the law requires it to be paid.

**Family and Medical Leave**

The Family and Medical Leave Act (“FMLA”) provides eligible team members the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave an employee may use is either 12 or 26 weeks within a 12-month period depending on the reasons for the leave.

**Employee Eligibility**

To be eligible for FMLA leave, you must:

1. have worked at least 12 months for the Company in the preceding seven years (limited exceptions apply to the seven-year requirement);

2. have worked at least 1,250 hours for the Company over the preceding 12 months; and

3. currently work at a location where there are at least 50 employees within 75 miles.

All periods of absence from work due to or necessitated by service in the uniformed services are counted in determining FMLA eligibility.

**Conditions Triggering Leave**

FMLA leave may be taken for the following reasons:

1. birth of a child, or to care for a newly-born child (up to 12 weeks);

2. placement of a child with the team member for adoption or foster care (up to 12 weeks);

3. to care for an immediate family member (team member’s spouse, child, or parent) with a serious health condition (up to 12 weeks);

4. because of the team member’s serious health condition that makes the team member unable to perform the team member’s job (up to 12 weeks);

5. to care for a Covered Servicemember with a serious injury or illness related to certain types of military service (up to 26 weeks) (see Military-Related FMLA Leave for more details); or,

6. to handle certain qualifying exigencies arising out of the fact that the team member’s spouse, son, daughter, or parent is on covered active duty or call to covered active duty status in the Uniformed Services (up to 12 weeks) (see Military-Related FMLA Leave for more details).

The maximum amount of leave that may be taken in a 12-month period for all reasons combined is 12 weeks, with one exception. For leave to care for a Covered Servicemember, the maximum combined leave entitlement is 26 weeks, with leaves for all other reasons constituting no more than 12 of those 26 weeks.

**Definitions**

A “Serious Health Condition” is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the team member from performing the functions of the team member’s job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement includes an incapacity of more than three full calendar days and two visits to a health care provider or one visit to a health care provider and a continuing regimen of care; an incapacity caused by pregnancy or prenatal visits, a chronic condition, or permanent or long-term conditions; or absences due to multiple treatments. Other situations may meet the definition of continuing treatment.

**Identifying the 12-Month Period**

The Company measures the 12-month period in which leave is taken by the “rolling” 12- month method, measured backward from the date of any FMLA leave with one exception. For leave to care for a covered servicemember, the Company calculates the 12-month period beginning on the first day the eligible team member takes FMLA leave to care for a covered servicemember and ends 12 months after that date. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

**Using Leave**

Eligible team members may take FMLA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule when medically necessary for the serious health condition of the team member or immediate family member, or in the case of a covered servicemember, his or her injury or illness. Eligible team members may also take intermittent or reduced-scheduled leave for military qualifying exigencies. Intermittent leave is not permitted for birth of a child, to care for a newly-born child, or for placement of a child for adoption or foster care. Team members who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the Company's operations.

**Use of Accrued Paid Leave**

All team members who are granted approved Family or Medical Leave must initially use any accumulated paid time off concurrently with their leave. After the exhaustion of all accrued paid time off (personal time, sick time, and vacation), the Family or Medical Leave will be unpaid.

**Maintenance of Health Benefits**

If you and/or your family participate in our group health plan, the Company will maintain coverage during your FMLA leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, the Company may recover premiums it paid to maintain health coverage or other benefits for you and your family. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave.

**Notice and Medical Certification**

When seeking FMLA leave, you are required to provide:

1. sufficient information for us to determine if the requested leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that you are unable to perform job functions, a family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. You must also inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified.

If the need for leave is foreseeable, this information must be provided 30 days in advance of the anticipated beginning date of the leave. If the need for leave is not foreseeable, this information must be provided as soon as is practicable and in compliance with the Company’s normal call-in procedures, absent unusual circumstances.

2. medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member within 15 calendar days of the Company’s request to provide the certification (additional time may be permitted in some circumstances). If you fail to do so, we may delay the commencement of your leave, withdraw any designation of FMLA leave or deny the leave, in which case your leave of absence would be treated in accordance with our standard leave of absence and attendance policies, subjecting you to discipline up to and including termination. Second or third medical opinions and periodic re-certifications may also be required;

3. periodic reports as deemed appropriate during the leave regarding your status and intent to return to work; and

4. medical certification of fitness for duty before returning to work, if the leave was due to your serious health condition. The Company will require this certification to address whether you can perform the essential functions of your position.

Failure to comply with the foregoing requirements may result in delay or denial of leave, or disciplinary action, up to and including termination.

**Employer Responsibilities**

To the extent required by law, the Company will inform team members whether they are eligible under the FMLA. Should a team member be eligible for FMLA leave, the Company will provide him or her with a notice that specifies any additional information required as well as the employee’s rights and responsibilities. If employees are not eligible, the Company will provide a reason for the ineligibility. The Company will also inform employees if leave will be designated as FMLA-protected and, to the extent possible, note the amount of leave counted against the employee’s leave entitlement. If the Company determines that the leave is not FMLA-protected, the Company will notify the employee.

**Job Restoration**

Upon returning from FMLA leave, eligible team members will typically be restored to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

**Failure to Return After FMLA Leave**

Any team member who fails to return to work as scheduled after FMLA leave or exceeds the 12-week FMLA entitlement (or in the case of military caregiver leave, the 26-week FMLA entitlement), will be subject to the Company’s standard leave of absence and attendance policies. This may result in termination if you have no other Company-provided leave available to you that applies to your continued absence. Likewise, following the conclusion of your FMLA leave, the Company’s obligation to maintain your group health plan benefits ends (subject to any applicable COBRA rights).

**Fraud**

Providing false or misleading information or omitting material information in connection with an FMLA leave will result in disciplinary action, up to and including immediate termination.

**Employers’ Compliance with FMLA and Employee’s Enforcement Rights**

FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under FMLA, or discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

While the Company encourages employees to bring any concerns or complaints about compliance with FMLA to the attention of the PeopleFirst Department, FMLA regulations require employers to advise team members that they may file a complaint with the U.S. Department of Labor or bring a private lawsuit against an employer.

Further, FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

Military-Related FMLA Leave

FMLA leave may also be available to eligible employees in connection with certain service-related medical and non-medical needs of family members. There are two forms of such leave. The first is Military Caregiver Leave, and the second is Qualifying Exigency Leave. Each of these leaves is detailed below.

**Definitions**

A “covered servicemember” is either: (1) a current servicemember of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness incurred in the line of duty for which the servicemember is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list; or (2) a “covered veteran” who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

A “covered veteran” is an individual who was discharged under conditions other than dishonorable during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. The period between October 28, 2009 and March 8, 2013 is excluded in determining this five-year period.

The FMLA definitions of “serious injury or illness” for current servicemembers and veterans are distinct from the FMLA definition of “serious health condition.” For current servicemembers, the term “serious injury or illness” means an injury or illness that was incurred by the member in the line of duty while on active duty in the Armed Forces or that existed before the beginning of active duty and was aggravated by such service, that may render them medically unfit to perform the duties of their office, grade, rank or rating.

For covered veterans, this term means a serious injury or illness that was incurred in the line of duty while on active duty in the Armed Forces or that existed before the beginning of active duty and was aggravated by such service and manifested itself before or after the individual assumed veteran status, and is: (1) a continuation of a serious injury or illness that was incurred or aggravated when they were a member of the Armed Forces and rendered them unable to perform the duties of their office, grade, rank or rating; (2) a physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; (3) a physical or mental condition that substantially impairs the veteran’s ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would be so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

“Qualifying exigencies” include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, parental care, and post-deployment debriefings.

**Military Caregiver Leave**

Unpaid Military Caregiver Leave is designed to allow eligible employees to care for certain family members who have sustained serious injuries or illnesses in the line of duty while on active duty. Military Caregiver Leave is a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period.

To be “eligible” for Military Caregiver Leave, the team member must be a spouse, son, daughter, parent, or next of kin of the covered servicemember. “Next of kin” means the nearest blood relative of the servicemember, other than the servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of Military Caregiver Leave. The employee must also meet all other eligibility standards as set forth within the FMLA Leave policy.

An eligible employee may take up to 26 workweeks of Military Caregiver Leave to care for a covered servicemember in a “single 12-month period.” The “single 12-month period” begins on the first day leave is taken to care for a covered servicemember and ends 12 months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If an employee does not exhaust his or her 26 workweeks of Military Caregiver Leave during this “single 12-month period,” the remainder is forfeited.

Military Caregiver Leave applies on a per-injury basis for each servicemember. Consequently, an eligible employee may take separate periods of caregiver leave for each and every covered servicemember, and/or for each and every serious injury or illness of the same covered servicemember. A total of no more than 26 workweeks of Military Caregiver Leave, however, may be taken within any “single 12-month period.”

Within the “single 12-month period” described above, an eligible employee may take a combined total of 26 weeks of FMLA leave including up to 12 weeks of leave for any other FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the team member or close family member, or a qualifying exigency). For example, during the “single 12-month period,” an eligible team member may take up to 16 weeks of FMLA leave to care for a covered servicemember when combined with up to 10 weeks of FMLA leave to care for a newborn child.

A team member seeking Military Caregiver Leave may be required to provide appropriate certification from the team member and/or covered servicemember and completed by an authorized health care provider within 15 days. Military Caregiver Leave is subject to the other provisions in our FMLA Leave Policy (requirements regarding team member eligibility, appropriate notice of the need for leave, use of accrued paid leave, etc.). Military Caregiver Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

**Qualifying Exigency Leave**

Eligible team members may take unpaid “Qualifying Exigency Leave” to tend to certain “exigencies” arising out of the covered active duty or call to covered active duty status of a “military member” (i.e. the team member’s spouse, son, daughter, or parent). Up to 12 weeks of Qualifying Exigency Leave is available in any 12-month period, as measured by the same method that governs measurement of other forms of FMLA leave within the FMLA policy (with the exception of Military Caregiver Leave, which is subject to a maximum of 26 weeks of leave in a “single 12-month period”). Although Qualifying Exigency Leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the combined total exceed 12 weeks in any 12-month period (with the exception of Military Caregiver Leave as set forth above). The team member must meet all other eligibility standards as set forth within the FMLA policy.

Persons who can be ordered to active duty include active and retired members of the Regular Armed Forces, certain members of the retired Reserve, and various other Reserve members including the Ready Reserve, the Selected Reserve, the Individual Ready Reserve, the National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve.

A call to active duty refers to a *federal* call to active duty, and *state* calls to active duty are not covered unless under order of the President of the United States pursuant to certain laws.

Qualifying Exigency Leave is available under the following circumstances:

(1) **Short-notice deployment.** To address any issue that arises out of short notice (within seven days or less) of an impending call or order to covered active duty.

(2) **Military events and related activities.** To attend any official military ceremony, program, or event related to covered active duty or call to covered active duty status or to attend certain family support or assistance programs and informational briefings.

(3) **Childcare and school activities.** To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.

(4) **Financial and legal arrangements.** To make or update various financial or legal arrangements; or to act as the covered military member’s representative before a federal, state, or local agency in connection with service benefits.

(5) **Counseling.** To attend counseling (by someone other than a health care provider) for the employee, for the military member, or for a child or dependent when necessary as a result of duty under a call or order to covered active duty.

(6) **Temporary** **rest and recuperation.** To spend time with a military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible team members may take up to 15 calendar days of leave for each instance of rest and recuperation.

(7) **Post-deployment activities.** To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to 90 days following termination of the military member’s active duty status. This also encompasses leave to address issues that arise from the death of a military member while on active duty status.

(8) **Parental care.** To care for the military member’s parent who is incapable of self-care. The parent must be the military member’s biological, adoptive, step, or foster father or mother, or any other individual who stood in loco parentis to the military member when the member was under 18 years of age.

(9) **Mutually agreed leave.** Other events that arise from the military member’s duty under a call or order to active duty, provided that the Company and the team member agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

A team member seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the military member’s active duty or rest and recuperation orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the employee’s relationship to the military member, within 15 days. Qualifying Exigency Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

**Limited Nature of This Policy**

This Policy should not be construed to confer any express or implied contractual relationship or rights to any team member not expressly provided for by FMLA. The Company reserves the right to modify this or any other policy as necessary, in its sole discretion to the extent permitted by law. State or local leave laws may also apply.

**Voting Leave**

In circumstances where team members’ work schedule does not provide three hours of continuous off-duty time during which the polls are open, the Company will provide a reasonable amount of paid time off, up to three (3) hours, during scheduled work time for employees to vote. Team members who need time off to vote should notify the PeopleFirst Director prior to an Election Day. The Company may specify any three hours between the time of opening and the time of closing the pools during which you can take leave to vote.

**Victims of Crime Leave**

The Company provides reasonable and necessary unpaid leave to team members who are victims of, witnesses to, a crime or are family members of a crime victim, to attend or participate in legal proceedings pertaining to the crime. Family members for purposes of this policy include team members' spouses, children, siblings, parents, grandparents, or legal guardians. Affected employees must give the PeopleFirst Director reasonable notice that leave under this policy. No team member eligible for leave under this policy will be required to use vacation time, personal time, or sick leave.

Military Leave

Military leave is granted if you must miss work to fulfill military obligations. Qualified individuals are eligible for job and benefit protection for a limited time after separation from active duty as listed under Uniformed Services Employment & Reemployment Rights Act (USERRA) and the relevant state law protections. Military Leave is unpaid. If you are called to active duty, please give your manager as much advance notice as possible. All applications for military leave will require sufficient documentation. Kansas team members who are members of the Kansas Army National Guard, Kansas Air National Guard, Kansas State Guard or other state military force must report to work within 72 hours after release from duty or recovery from disease or injury resulting from military leave to be reinstated to their former position at no less compensation, seniority status, or pay.

**Civil Air Patrol Leave**

In Missouri locations, the Company provides up to 15 days of unpaid leave during each calendar year to eligible team members who serve as members of the civil air patrol and have qualified for a civil air patrol emergency service specialty or who are certified to fly counter narcotics missions for the purpose of engaging in the performance of civil air patrol emergency service duty or counter narcotics missions. Team members requesting leave under this policy must make reasonable efforts to notify the Company of a call to service. The Company reserves the right to request that the team member be exempted from responding to a specific mission, if necessary.

For more information regarding this leave, please contact the PeopleFirst Director.

**Volunteer Emergency Worker Leave**

If you are a volunteer firefighter, a volunteer certified emergency medical services attendant, volunteer reserve law enforcement officer, a member of Missouri-1 Disaster Medical Assistance Team, Missouri Task Force One, or Urban Search and Rescue Team, you will be granted time off without pay in order to respond to an emergency. In the event that you need to take time off for emergency duty please alert your supervisor in writing as far in advance as possible. You must provide the Company with appropriate documentation evidencing your performance of emergency duty upon returning to work. You may choose to use any accrued vacation or sick leave time, if available, for an absence described above.

**DOMESTIC AND SEXUAL VIOLENCE LEAVE**

A team member who is the victim of domestic violence or a victim of sexual assault shall be permitted to take up to eight days of unpaid leave per year. Such leave must be used to: 1) obtain or attempt to obtain judicial relief such as a restraining order; 2) seek medical attention; 3) obtain services from a domestic violence shelter, domestic violence program, or rape crisis center; or 4) make court appearances in the aftermath of domestic violence or sexual assault.

Affected team members must give the company reasonable advance notice, of at least two days, of their intention to take leave for a purpose stated above, when such notice is feasible. Within 48 hours of returning from an absence authorized by this policy, the team member shall provide documentation demonstrating that the time off was used for a covered purpose. When such documentation is provided, the company will take no action against the affected team member.

The Company will hold the team member's information provided to the company in order to request leave in confidence, except to the extent that disclosure is: 1) requested or consented to in writing by the team member; 2) otherwise required by applicable federal or state law.

Affected team members may elect to use other earned paid or unpaid leave (including family, medical, sick, annual, personal or similar leave) for the time off allowed under this policy. This leave will run concurrently with any other applicable leave.

***Terminology*** – throughout this Handbook, words/terms may be used interchangeably. This list will help in identifying them. This list may not contain all within.

**Employee** – refers to Team Member

**Store Manager** – refers to General Manager

**Supervisor** – refers to District Manager or direct supervisor of an above store team member

**Human Resources** – refers to PeopleFirst (PF)

**Human Resources Director** – refers to PeopleFirst Director (PFD)

**Manager-in-Training (MIT)** – refers to Assistant Manager; Level 1, 2, 3, or 4 Assistant Manager

**Manager-in-Charge (MIC)** – refers to the manager promoted to the highest level of training; an example is if there is a Level 2 and Level 3 Assistant Manager on duty, the Level 3 Assistant Manager is the MIC. If there are two Level 3 Assistant Managers on duty, the one with the most seniority is the MIC. The General Manager is always considered the MIC

**Above Store** – refers to any team member above the distinction of General Manager; an example is a District Manager, Director, and/or VP of Operations

**Handbook Acknowledgement**

I acknowledge that have access to a copy of the Company team member handbook at the store for which I am employed. I agree and understand that I can read it and be given an opportunity to ask questions concerning the policies set forth in it. I agree that I must abide by the policies contained in the handbook and that any violation of the policies contained in it may result in corrective action against me up to and including my termination without prior notice.

I further acknowledge that the handbook is a compilation of guidelines only and that the handbook is not a contract of employment. I understand that I am an employee at will, which means the company, or I may terminate the employment relationship at any time and for any reason. I also understand that as an at will team member I am not guaranteed any promotions, raises in pay, certain positions or titles with the company, certain job duties or work locations, certain number of hours per week, certain level of income or a wage rate so long as the rate I am paid is at least the minimum wage rate wage required by law. I also understand that my at-will status can only be changed by a written agreement, setting a definite term of employment signed by the company’s president. I agree that none of the policies contained in the handbook shall limit my right or the company’s right to sever the employment relationship without notice or cause at any time.

I further acknowledge that the policies outlined in the handbook will prevail over any conflicting oral presentations made by any company officer or representative and replace and supersede all previous contrary written and/or unwritten policies or practices of the company.

I further acknowledge that the Company reserves the right to change, to modify, to suspend, to interpret, or to cancel, wholly or partially, any of the published or unpublished personnel policies or practices without notice including the contests of the handbook.

Signed Date

Printed Date