

THE COMPANY, INC.

[logo]

**EMPLOYEE
HANDBOOK**

[date]

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INTRODUCTION

The Company, Inc. has provided quality products to our consumers over the years.
[History].

The purpose of this handbook is to describe certain expectations the Company has of each employee, and what employees may expect of the Company. It is important for you to review this handbook in detail, because your knowledge of what to expect and what is expected of you will only enhance your employment relationship with the Company.

Your employment is considered “at will,” which means that either you or the Company may terminate the employment relationship at any time, with or without cause or notice. **This handbook does not create an exception to the at-will relationship and does not create an employment contract of any kind.** Additionally, the Company may amend the policies in this handbook at any time, with or without notice, as the Company deems necessary.

[Any additional message or priorities of your business.]

I. **EQUAL EMPLOYMENT OPPORTUNITY, HARASSMENT AND RETALIATION.**

The Company believes that all persons are entitled to equal employment opportunities. The Company does not authorize and will not tolerate any form of discrimination or harassment of or by any employee or non-employee based on race, sex, religion, color, national origin, age, disability, citizenship status, military membership, veteran status, genetic information or any other factor protected by law.

It is also a violation of policy for anyone to retaliate, threaten or seek any type of reprisal against an individual acting in good faith who reports discrimination or harassment or who participates or cooperates in an investigation regarding discrimination or harassment.

The term “discrimination” includes, but is not limited to, taking any adverse employment action due to any factors protected by law. This policy applies to all employment actions taken by any person at the company including, but not limited to, actions affecting compensation; benefits; transfers; terminations; layoffs; recalls; company sponsored training, education, tuition assistance and social and recreational programs; and all other employment actions or decisions at the company.

The term “harassment” includes, but is not limited to, offensive language, jokes, or other verbal, graphic or physical conduct or intimidating, threatening or offensive behavior relating to an employee's race, sex, religion, color, national origin, age, disability, citizenship status, military membership, veteran status, genetic information, or other factors protected by law which would make the reasonable person experiencing such harassment uncomfortable in the work environment or which interferes with the employee's job performance.

The term “retaliation” includes, but is not necessarily limited to, any adverse employment action, intimidation, or threats taken because an employee has engaged in protected conduct. Protected conduct under this policy includes, but is not limited to: reporting or complaining in good faith about any discrimination or harassment, or participating in good faith in an investigation about alleged discrimination or harassment.

This policy applies to each and every employee, both management and non-management. It is company policy that all employees have a right to work in an environment free of discrimination, which encompasses freedom from any form of harassment or retaliation. This includes the behavior of peers, superiors, subordinates, customers and visitors to the premises. Such conduct by an employee may result in disciplinary action up to and including dismissal.

Sexual Harassment

While prohibited harassment may be based on any characteristic protected by law, the issue of sexual harassment requires special attention. Sexual harassment can occur when a superior asserts or implies that any condition of employment will be improved or impaired based on an employee's acceptance or refusal of sexual advances. Sexual harassment can also occur

when any employee creates a hostile atmosphere based on sexual conduct, abuse, or language that is reasonably perceived as hostile by an employee.

No supervisor or management employee may threaten or insinuate, either explicitly or implicitly, that an employee's submission to or rejection of sexual advances will in any way influence any personnel decision regarding that employee's employment, such as evaluation, wages, advancement, assigned duties, work hours, or any other condition of employment or career development.

Sexual harassment may be overt or subtle. Some behavior which is appropriate in a social setting may not be appropriate in the work place. Sexual harassment does not refer to behavior or occasional compliments of a socially acceptable nature. It refers to behavior that is unwelcome, offensive, and affects an individual's employment or work conditions.

Some examples of conduct that may constitute sexual harassment include: (a) making unwelcome sexual flirtations, advances, requests for sexual favors, or other verbal, visual or physical conduct of a sexual nature a condition of employment; or (b) creating an intimidating, hostile or offensive working environment by such conduct as:

- (1) sexual innuendo or sexually suggestive comments - including but not limited to - sexually oriented "kidding," "teasing" or practical jokes; jokes about gender specific traits; foul or obscene language or gestures;
- (2) subtle or direct pressure or request for sexual activities;
- (3) unnecessary touching of an individual, such as pinching, patting, or brushing up against another's body;
- (4) graphic verbal comments about an individual's body or appearance;
- (5) sexually degrading words used to describe an individual;
- (6) the reading or displaying in the work place of sexually suggestive or revealing words, objects or pictures;
- (7) sexually explicit or offensive jokes;
- (8) physical assault; or
- (9) other explicit or implied conduct of a sexual nature which relates to or affects an individual's employment.

No employee, supervisor, manager or other person, whether employed by the Company or not, shall threaten or suggest that an employee's refusal to submit to sexual harassment will adversely affect that person's employment, work status, evaluation, wages, advancement, assigned duties, hours of work or any other terms or conditions of employment. Similarly, no

employee - regardless of job title - shall promise, imply or grant any preferential treatment in return for another employee's acceptance of conduct which is sexually harassing.

If you believe you have been sexually harassed or have witnessed such conduct, you must report this violation to **your Store Manager or our Human Resources Compliance Officer [provide phone number]**.

Other Harassment

Statements, behavior or the display or use of words, objects or pictures that others could interpret as being insulting, derogatory or slurs towards persons based upon their race, color, national origin, religion, sex, age, disability, citizenship status, genetic information or any other protected class, are also prohibited by the policy. Also prohibited are statements or actions that are threatening, intimidating, vulgar, or hostile, even if not based on protected class status. Such conduct may make a reasonable person uncomfortable in the work environment or could interfere with an employee's ability to perform his or her job, regardless of whether the actions are from a fellow employee, supervisor, customer or visitor.

Comments or actions of this type, even if intended as a joking matter among friends, are always inappropriate in the work place and will not be tolerated. The conduct forbidden by this policy specifically includes, but is not limited to (a) epithets, slurs, negative stereotyping, kidding, teasing, joking or intimidating acts that are based on a person's protected status, and (b) written or graphic material circulated within the work place that shows hostility toward a person or group because of a person's protected status or characteristic(s).

No supervisor or manager should participate in such behavior and must take immediate action to stop those who are known to be or suspected of being involved in such conduct. The supervisor must also contact and report the information to Human Resources.

If you believe you have been sexually harassed or have witnessed such conduct, you must report this violation to **your Store Manager or our Human Resources Compliance Officer [provide phone number]**.

Retaliation

It is also a violation of policy for anyone to retaliate, threaten or seek any type of reprisal against an individual who reports discrimination or harassment or who participates or cooperates in an investigation regarding discrimination/harassment. If an employee believes that reprisal, intimidation or retaliation has occurred, report that to **your Store Manager or our Human Resources Compliance Officer [provide phone number]**.

Those who engage in retaliatory behavior will be subject to discipline, including discharge.

How the Company Will Investigate Complaints

The Company will promptly investigate complaints of discrimination, harassment or retaliation. The investigation will be conducted as impartially and confidentiality as possible. At the conclusion of the investigation, the Company will advise the complaining employee of the results of the investigation and any disciplinary actions to be taken, if any.

If it is determined that a complaint is valid, the Company will take appropriate disciplinary action against the offender to remedy the problem based on the severity of misconduct and the individual's job responsibilities, length of service and employment history. Disciplinary action may include a written warning, suspension, demotion and/or termination of employment.

Your Responsibilities

1. Comply with the policy.
2. Report any violations.
3. Cooperate with any investigation by providing complete and truthful responses to questions.

II. GENERAL: BEGINNING WORK; PAY; BENEFITS; VACATION; HOLIDAYS; and LEAVE POLICIES

Introductory Period

It is the policy of the Company to consider the first 90 days of employment for all new employees as an introductory period of employment. This introductory period is a period of adjustment and special evaluation. This 90-day introductory status allows you the opportunity to become acquainted with your new position and to determine whether the job meets your personal and economic needs. During this introductory period and throughout your employment, your supervisor will evaluate your work capabilities; your ability and willingness to comply with the Company's rules and procedures; your ability to receive and adhere to instructions; your attitude, training, initiative and attendance; your ability to cooperate with co-workers; your efficiency, experience and overall dependability to meet the job requirements; and your overall job performance.

This introductory period is an important time for the Company, because it provides an opportunity to evaluate your abilities and work habits, and to determine whether you will be a contributing factor in its overall operations. During this 90-day introductory period, it is understood that the Company may (without warning) terminate your employment at any time for any reason.

Upon successful completion of the introductory period, an employee will become a regular employee. Completion of the introduction period does not, however, guarantee employment for any specific duration or change the at-will status of regular employment.

Any employee whose job capabilities are still in question at the end of their first 90-day period may have their introductory period extended for another 60 days, and will be subject to the same evaluation and termination policy explained above.

Time Records

Your pay will be determined by your **[time card]**, so it is important that you **[punch/enter]** your time worked each day. It is also important that you **[punch/code]** in and out times for your meal breaks. You should **[punch/code]** in and out only on your **[time card]** and not that of any other associate. **[You should enter your full name and week ending date on every time card].**

Pay Period

[Provide information about paydays and pay periods; availability of direct deposit; etc.]

[Example:] Paychecks will be distributed every other Saturday for time worked during the previous two (2) week period ending seven (7) days prior to payday.

Overtime Pay

Non-Exempt Employees. Non-exempt employees will be paid overtime compensation according to federal or state wage-and-hour laws and regulations for all time worked in excess of forty (40) hours per week. Time on unpaid or paid leave, including holidays, does not count as time worked for overtime purposes. Overtime compensation will be paid according to the following formula:

- For non-exempt wage-employees, one and one-half (1.5) times the non-exempt employee's regular hourly rate for every hour worked in excess of forty (40) hours in a week.
- For non-exempt employees who are paid a fixed salary for a fixed workweek, one and one-half (1.5) times the non-exempt employee's regular hourly rate for every hour worked in excess of forty (40) hours in a week. A regular hourly wage will be computed based upon a full-time workweek of 40 hours.
- For non-exempt employees who are paid a fixed salary for a fluctuating workweek, one-half (.5) times the non-exempt employee's regular hourly rate for every hour worked in excess of forty (40) hours in a week. A regular hourly wage will be computed based upon the number of hours actually worked each week.

Non-exempt employees should keep their supervisor informed (in advance, if possible) of longer than usual hours worked. Non-exempt employees are not allowed to take work home without the foreknowledge and permission of their supervisor.

In determining the amount of hours that a non-exempt employee actually works, leave of any type shall not be considered time worked in computing overtime hours. Hours from paid holidays will not be considered for the purpose of overtime computation, unless an employee actually works on the paid holiday.

All overtime work must be authorized by your supervisor in advance unless circumstances do not allow for prior authorization. All hours worked must be reported on time records. In case of any question as to eligibility for overtime wages, inquiry should be made to one's supervisor.

Exempt Employees. Exempt employees are those employed in a bona fide executive, administrative, or professional capacity and who are exempt from the overtime pay requirements of the Fair Labor Standards Act (FLSA). Exempt employees are paid a set amount for their work and do not receive additional compensation for working beyond or outside of their regular schedule.

For any exempt employee, there may be workdays which, by necessity, will extend beyond normal office hours in order to fulfill his or her duties.

Meal Periods

In all locations all hourly associates working six hours or more will be given an unpaid thirty (30) minute meal period to be coordinated with their shift supervisor.

Mistakes in Pay

Please review your pay stub and timesheets when you receive it to make sure it is correct. The Company makes every effort to ensure our employees are paid correctly. Occasionally, however, inadvertent mistakes can happen. When mistakes do happen and are called to our attention, we promptly will make any corrections and reimbursements that are necessary. No retaliation or reprisal of any kind will be made against those who report possible errors in pay. If you believe a mistake has occurred or if you have any questions, please report this information to your supervisor.

Final Paycheck

When your employment with the company ends, it is expected that you will return all company property (keys, computers and other equipment, tools, etc.) in good condition. The employee will receive a final paycheck within one week after all Company property has been accounted for.

If property is not returned in good condition at termination or within [X] days of termination, you must contact [your Supervisor or the Human Resources Manager] regarding reimbursement of the company for the cost of repair or replacement.

If an employee has an outstanding debt owed to the Company (such as an insufficient funds check) or is terminated for theft, the Company may withhold the amount owed from the final paycheck, subject to any applicable laws.

Benefits

Benefits are subject to change at any time, at management's discretion or due to modifications in the plans provided to you. Plan documents and correspondence from benefit providers supersede any description of benefits in this Handbook.

[A general statement like the following may be best for your workforce, especially if you have mostly part-time employees:]

Certain benefits are provided to all associates, others to full time associates, and others to management personnel. Since our benefit package changes from time to time, they will be covered with you when you begin employment.

[If you choose to provide benefits/incentives for part-time employees or many of your part-time employees reach full-time status, you may want to include the following:]

Benefits Commonly Described in the Handbook (rather than incorporated by reference):

Employee discount

Attendance and/or sales awards

Anniversary gifts/awards

Full-Time Benefits Commonly Summarized in Handbook

Insurance Benefits (Life, Health, Dental, Vision)

401K

Stock Options

Tuition reimbursement

Vacation

Vacation allotment runs from January 1 to December 31. No unused time may be carried over to the next year. All your vacation days must be used before requesting time off without pay. **[Optional: Any unused vacation days will be bought back by the Company at the end of each calendar year.]**

Before scheduling vacation, check with your [supervisor/store manager] and coordinate with him or her. The longer you plan to be away, holidays and other considerations of which you will be aware, will affect the ability of your manager to provide you with the vacation days you desire. The sooner you can ask, the better.

Years of Full-Time Employment

Vacation Allotment

1

5 Days

2-5	10 Days
6-10	15 Days
11+	20 Days

Vacation days will be paid upon termination provided a proper two-week notice is given and worked out. If an employee is terminated for misconduct as determined by the Company, no vacation time will be paid.

Holidays

The following holidays will be observed by the Company:

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

Exception: If Christmas Eve falls on a Saturday or Sunday, it will not be counted as a paid holiday.

If one of these holidays falls on Sunday, the following Monday will be observed. If one of these holidays falls on Saturday, the preceding Friday will be observed.

If you are required to be on duty on a holiday, you will be allowed to take a day in lieu of the holiday at another time. **[If holidays are paid: For full-time employees, designated holidays will count as eight (8) regular hours.]**

Leave Policies

Family and Medical Leave

Basic Leave Entitlement

FMLA requires covered Employers to provide up to 12 weeks of unpaid job protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or

- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Employee Responsibilities

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

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the 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. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employees have received a General Notice with additional information regarding FMLA and a General Notice is posted at the location of the worksite.

Jury Duty Leave

The Company encourages you to accept your civic responsibilities when called upon for jury duty. You will be expected to work any day your presence is not required by the Court. Please notify your supervisor or the store manager when you receive your summons to serve as a

juror. A jury voucher receipt must be turned in to the General Manager, or to an assistant manager.

Employees in an eligible classification will be paid for missed work to serve on a jury.

Pay for Jury Duty Leave will be calculated on the employee's base pay rate times the number of hours the employee would have otherwise worked on the day of absence. Employee classifications that qualify for paid jury duty leave are: regular full-time employees and regular part-time employees for days scheduled to work.

Military Leave

If you are a full-time employee with six months service and a member of a military reserve unit that is required to attend a two-week training session annually, we provide a plan that allows you to perform that obligation without loss of income to you. We will pay you any difference between your normal pay and the amount received in military pay for the two-week period. When you return from military duty, simply present your military reserve pay voucher to your supervisor, and he/she will arrange for the payment.

Any extended period of military service, or military leave for part-time employees or employees who have been with the Company for less than six months, will be handled in accordance with federal law.

Bereavement Leave

If a death occurs within your immediate family you shall be eligible for time off with pay for two days (8 hours each day) provided that:

- (a) The above mentioned days fall on a regularly scheduled workday.
- (b) Immediate family refers to spouse, child, parents, brother, sister, father-in-law, and mother-in-law.
- (c) If such a death occurs and, a day's travel time is necessary, the Company will pay you for three days (8 hours each).

Workers' Compensation

The Company pays 100% of the premium on insurance as provided by the State Workers' Compensation Act for Company employees.

The Workers' Compensation Act was designed to provide employees with benefits for any injuries which they receive arising out of their work with the Company.

Under the provisions of the law, if employees are injured while at work for the Company, this injury must be reported at once to the Company's General Manager, or to the manager on duty, no matter how slight it may seem. The Company will then see that the employee has the

proper medical services. It is for the employee's benefit and also the Company's benefit that all injuries be reported.

Workers' compensation benefits are for those actually injured on the job. If you are aware of anyone abusing our workers' compensation program, please tell the Company's General Manager, or an assistant manager. The Company reserves the right to prosecute in case of abuse in collecting workers= compensation benefits.

- Delay in reporting injuries will affect eligibility to draw Workers' Compensation benefits.
- Note: All employees covered by the Alabama Workers' Compensation Act should be aware that **misrepresentations as to pre-existing physical or mental conditions may void your workers= compensation benefits.**

III. DRUG AND ALCOHOL POLICY

Purpose

The Company recognizes that the health and well-being of its employees are vital to its success. The Company has both the right and the obligation to provide a safe, healthy, and efficient work environment, to protect its equipment and property, and to protect the public. For these reasons, the Company has established this policy.

The purpose of this policy is to protect the public and the Company's employees and property from the risk posed by the misuse of alcohol and use of prohibited drugs. This policy is also intended to comply with all applicable laws and regulations governing anti-drug and alcohol programs and the Alabama Drug-Free Workplace Program (Ala. Code § 25-5-330, *et seq.*). This policy does not represent an expressed or implied contract, and it does not affect employees' status as at-will employees.

Prohibited Conduct

All employees are prohibited from manufacturing, distributing, dispensing, possessing, using, or having a detectable presence of any prohibited drugs or alcohol in the body while at work or on duty. Further, all drivers are prohibited from using alcohol within four hours prior to reporting for driving duty, or during the hours that they are on call.

Prohibited drugs shall include any substance declared illegal by state or federal law, including, but not limited to, marijuana, amphetamines, opiates, phencyclidine (PCP), and cocaine; any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration; and any prescription or over-the-counter medication which is being misused or is illegally obtained. Employees who engage in any prohibited conduct will be subject to dismissal.

Reporting Requirements

All employees are required to notify the Company of any criminal drug statute conviction for a violation occurring in the workplace or while conducting company business within five days after such conviction.

Prior to reporting to work or performing any job duties, all employees must report to their immediate supervisor the use of any over-the-counter or prescription drug which may present a safety risk. The Company reserves the right to reassign or to take other action to accommodate an employee whose use of such medication would otherwise create a safety risk. If an employee's use of such medication cannot be reasonably accommodated, the Company reserves the right to place that individual on leave or to separate the employee from employment.

Employees who fail to comply with these reporting requirements will be subject to dismissal.

Drug & Alcohol Testing of Applicants for Employment

After the decision has been made to hire an applicant for employment, an offer of employment will be extended contingent upon the candidate successfully passing a pre-employment test for prohibited drugs and alcohol.

The applicant must report to the collection site with a valid picture ID within twenty-four (24) hours of being instructed to do so. If the applicant fails to follow the requisite procedures or otherwise fails to submit to or cooperate with the drug test, consideration for employment or transfer shall be withdrawn. If an applicant tests positive for the use of prohibited drugs, the applicant must submit to a confirmation test. The applicant has five working days to contest or explain a verified positive test after written notification of such result from the Company. Consideration for employment or transfer will be withdrawn if the applicant cannot satisfactorily explain a verified positive test or refuses to submit to any required tests, initial or confirmation. Any current employee who cannot satisfactorily explain a verified positive test will be subject to dismissal.

Drug & Alcohol Testing of Current Employees

The Company requires that all employees submit, at any time an employee is on duty or at any time an employee may be called to be on duty, to drug and/or alcohol testing to determine the presence of prohibited substances. Employees may be required to submit to the following types of testing (as further discussed below): Reasonable Suspicion, Post Accident, Return-to-Duty & Post Rehabilitation (Follow-up) and Random. An employee's refusal to submit to a requested specific substance use test or failure to cooperate with such testing shall constitute an act of insubordination and may subject the employee to disciplinary action up to and including termination.

If an employee tests positive for the use of prohibited drugs or alcohol, the applicant must submit to a confirmation test. The employee has five working days to contest or explain a

verified positive test after written notification of such result from the Company. Any current employee who cannot satisfactorily explain a verified positive test will be subject to dismissal.

If a physician, official, or lab personnel has reasonable suspicion to believe that the employee or an applicant has tampered with the specimen (including the use of masking agents, providing a sample not your own, or otherwise not complying with procedure), the employee is subject to disciplinary action up to and including termination; an applicant's consideration for employment or transfer may be withdrawn.

Reasonable Suspicion Testing

All employees may be subject to testing when the Company has a reasonable suspicion that the employee has violated the provisions of this policy. A reasonable suspicion referral for testing will be made on the basis of specific, objective observations concerning the appearance, behavior, speech or body odors of the employee which are consistent with the use of prohibited drugs or alcohol; possession of paraphernalia; and/or information from a source deemed to be reliable.

Reasonable suspicion referrals will be made by a supervisor who is trained to detect the signs and symptoms of drug and alcohol use. The reason for the testing will be documented.

Any employee who is reasonably suspected of being under the influence of prohibited drugs or alcohol will not be allowed to perform any other safety-sensitive functions until the employee passes a drug and alcohol test.

Random Testing

All employees will be subject to random, unannounced urine testing for drugs at any time the Company deems necessary.

Post-Accident Testing

The Company will require all employees to submit to post-accident testing following any occurrence in which the employee is involved in (1) an on-the-job injury which results in a loss of work time, or (2) substantial damage to company property.

Return-To-Duty Testing & Post-Rehabilitation Testing

Although employees are subject to dismissal for any violation of this policy, the Company may, in its discretion, allow an employee to return to duty under some circumstances. In the event that an employee is allowed to return to duty, the Company will require return-to-duty testing in the following circumstances. Compliance with the following process does not guarantee an employee reinstatement with the Company.

If any employee returns to duty after a positive test or otherwise violating a regulation concerning the use of drugs and alcohol, the Company will require that employee to undergo frequent unannounced testing following their return to duty. The follow-up testing will be performed for a period of two to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests beyond the minimum will be determined by a qualified Substance Abuse Professional.

Information Disclosure

All information received by the Company or its agents through this drug and alcohol testing program will be maintained in a confidential and secure manner. Information will be released to a third party only in the following circumstances:

- Pursuant to the specific, written, voluntary consent of the employee,
- As permitted by law in a lawsuit or administrative proceeding, or
- As otherwise legally compelled by an agency of the government or a court of competent jurisdiction.

Employee Assistance Programs

The Company strongly encourages employees experiencing alcohol or drug abuse, or other personal or family problems, to seek help. The Company maintains a resource file with information regarding local organizations that are available to assist employees with personal or behavioral problems, including drug and alcohol abuse and mental health problems.

Effect on Workers' Compensation and Unemployment Benefits

An employee may be denied unemployment benefits if the employee is terminated for violating this policy.

If the employee's intoxication or impairment from the use of alcohol or prohibited drugs caused or contributed to an accident, workers' compensation may be disallowed. Likewise, workers' compensation may be disallowed if the employee refuses to submit to or cooperate with a post-accident blood or urine test.

IV. ATTENDANCE.

To fulfill the Company's responsibilities, employees must carry out their job responsibilities during hours for which they are scheduled to work. An employee's regular attendance is essential to the proper functioning of every department. Any absence, no matter how legitimate the cause, results in a disruption of work schedules, extra work for co-workers and extra administrative time spent by managers.

If any employee will not be able to report for work for any reason, the employee must notify his or her supervisor prior to the scheduled working time.

If an employee is absent two (2) consecutive days without notifying his/her supervisor, the employee will be considered to have abandoned the job without notice and the employee's employment will be terminated as of the last day the employee worked.

V. APPEARANCE.

General

Employees have the responsibility to present an image which projects personal pride in their appearance and their work and which will enhance the Company's public image. Employees must dress in attire that is appropriate for their job duties and customer/public contact. Employees must also exercise good personal hygiene.

Dress Code

You are required to wear the Company's **[name tag/vest/shirt]** at all times while you are working. You must wear neat and clean **[jeans, pants, or Bermuda (knee-length or slightly above the knee) shorts]**. Female associates may wear **[skorts, skirts, dresses of an appropriate length but no shorter than three inches above the knee]**.

The job requires you to be on your feet much of the day. Shoes should be in good repair and in moderate, mainstream color and design. **[Shoes should be professional: closed-toe heels, pumps or boots, for female associates and loafers or dress shoes for men.]**

[Following your probationary period, you will be given a clothing allowance to be spent on work-appropriate clothes at the store. We prefer you wear our brand while you work and give you this allowance and a generous discount to this end. If you wear other brands, their logos must not be visible.]

[Following the probationary period, you will be given a clothing allowance to be spent on work-appropriate clothes at the store. We require you wear our brand after you receive your allowance. Accessories from other stores and brands are acceptable, but display of other brands and logos on these pieces is not permitted.]

The manager on duty or the General Manager is the final authority on what is and is not acceptable and appropriate to wear in the workplace.

Accessories/Other

The only visible piercings the company allows are ear lobe (not cartilage) piercings. Any other piercings must be removed or concealed to the satisfaction of your manager on duty or General Manager.

Hair should be neat, clean, and well-groomed or arranged. This also pertains to sideburns, moustaches and beards. Shaggy, extreme, unkempt, or wildly colored hair is not permissible. Hair dyed non-natural colors is not permitted in the workplace.

Makeup should be modest and in primarily natural colors. Excessive makeup will not be permitted.

Perfume, cologne, and aftershave lotion should be used moderately or avoided altogether, as some individuals may be sensitive to strong fragrances.

Jewelry should be moderate and tasteful, and in keeping with the overall Company “look.” The manager on duty or the General Manager is the final authority on what is and is not acceptable and appropriate to wear in the workplace.

VI. OTHER WORKPLACE POLICIES

Use of Company Telephone

Telephones should always be answered with promptness and politeness. When answering calls coming in through the main number, the name of the Company should be given. If you have a personal line, you should give your name when answering. It is always appropriate to extend a greeting before giving your name or the Company name (e.g., A Good morning, The Company≅).

It is important that telephone lines be kept open for business calls. Therefore, the personal use of telephones should be limited. If it is necessary to make a long distance, personal call, the employee is responsible for payment of the call. Abuse of telephone privileges may result in disciplinary action, up to and including discharge.

Use of Personal Cell Phones, PDAs, MP3 players, and Other Personal Technology

Use of personal electronic devices or other personal entertainment or distraction is forbidden while on the job. These devices may be used on break times. If you have an exceptional situation justifying the use of a personal communications device, you must get the General Manager’s permission prior to carrying the device while you work, and you must only use it only for purposes related to that exceptional situation.

Personal Visitors

Personal visitors disrupt our business and your work. Unless there is an emergency, remind friends and relatives not to disturb you while you are working. Unauthorized visitors who violate this policy will be asked to leave the premises.

Courtesy

You are expected to conduct yourself in a courteous and professional manner at all times when dealing with customers, as well as colleagues.

Personal Property

The Company cannot accept responsibility for damage to or loss of personal property. This includes personal items left in employee vehicles on or near Company premises.

Smoking Policy

The Company is dedicated to providing a healthy work environment for our employees. Given the documented risk of secondhand smoke, we have decided to make indoor Company

premises a smoke-free environment. Accordingly, smoking will be strictly prohibited within all Company-owned or leased buildings (including rest rooms). Employees will be allowed to smoke outside the buildings in designated areas with the permission of their immediate supervisor. Unauthorized smoking breaks will not be allowed.

No Solicitation

No solicitation of any kind, including solicitations for membership or subscription will be permitted by employees during working time. Further, no solicitation of any kind, including solicitations for membership or subscriptions will be permitted in work areas at any time. In non-work areas (such as break rooms and parking lots), solicitations are only permissible during an employee's non-working time, such as rest periods, lunch breaks and before and after work.

No solicitations of any kind, whether in work or non-work areas, will be permitted at any time by employees who are supposed to be working or in such a way as to interfere with the work of other employees who are supposed to be performing their assigned work tasks.

No distribution of any kind, including circulars or other printed materials is permitted in any work area at any time.

Any employee who violates these rules will be subject to discipline.

Non-employees are not allowed to enter Company property and are not allowed to solicit or distribute any materials or literature at any time on any Company property.

Immigration Law Compliance

The company complies with and requires its employees to comply with state and federal immigration laws and regulations regarding authorization to work in Alabama.

An employee's failure to comply with state and federal immigration laws and regulations, or any other laws, is subject to discipline up to and including termination.

Workplace Violence

The Company has a policy of zero-tolerance for workplace violence, verbal and non-verbal threats, and related actions. The Company places as much emphasis on safety for its employees as it does for its customers. This policy applies to all employees, managers, supervisors, vendors, contractors, and visitors.

Employees are required to report all assaults or threats of harm or physical abuse to their supervisor or to the Human Resources Department. The report will be kept confidential to the extent possible, and employees are assured that no reprisals will be taken against an employee who reports or experiences workplace violence or threats. Employees who are victims of workplace violence or threats are encouraged to file formal charges with local law enforcement. The Company may also file charges depending upon the actual circumstances of the alleged incident(s). Any employee who commits or threatens violence, as determined by management, will be disciplined accordingly, up to and including discharge.

The Company believes that preparation and prevention are an integral part of this Policy. The Company invites employee suggestions regarding additional safety and security measures and practices. Please direct any such suggestions to your supervisor or the Human Resources Department.

E-Mail

The e-mail system is to be used solely for business purposes of the Company and not for personal purposes of the employees. All information and messages that are created, sent, received or stored on the company's e-mail system is the sole property of the Company.

Company employees are advised that they should have no expectation of privacy in their usage of any Company-owned communication device which may be used for voice communications or Internet access, or to transmit e-mails, faxes, photos, etc. All e-mail is subject to the right of the Company to monitor, access, read, disclose and use such e-mail without prior notice to the originators and recipients of such e-mail. E-mail may be monitored and read by authorized personnel for the company for any violations of law, breaches of Company policies, communications harmful to the company or for any other reason.

The Company prohibits the transmission, whether by telephone, facsimile machine, E-mails, or otherwise, any communications which may be libelous, offensive, harassing, illegal, derogatory, discriminatory, or considered to be otherwise inappropriate by Company management. Foul, inappropriate or offensive messages such as racial, sexual, or religious slurs or jokes are prohibited. Sexually explicit messages or images, cartoons or jokes are prohibited.

The e-mail system is only to be used by authorized persons, and an employee must have been issued an e-mail password in order to use the system. Employees shall not disclose their codes or passwords to others and may not use someone else's code or password without express written authorization from the company.

E-mail communications should not be assumed to be private and security cannot be guaranteed. Highly confidential or sensitive information should not be sent through e-mail.

Employees may not, without the company's express written authorization transmit trade secrets or other confidential, private or proprietary information or materials through e-mail.

Any files downloaded from e-mail received from non-company sources must be scanned with the Company's virus detection software. Any viruses, tampering or system problems should be immediately reported to the IT Manager.

Chain "pass this along" type e-mail – received from an outside source that is not relative to Company business must be deleted and may not be forwarded.

Violations of this policy or other company policies may result in disciplinary action up to and including termination.

VII. DISCIPLINE AND DISCHARGE

There are circumstances where an employee's actions may result in immediate discharge, without prior warning. This includes, but is not limited to, safety violations, falsification of time records, possessing a weapon on Company premises or in a Company vehicle, theft or any other behavior which the Company considers to be so severe that no second chance should be provided. In other circumstances, the Company may counsel an employee where there needs to be improvement in employee job performance, behavior, attitude or attendance. The counseling may be in the form of a verbal or written warning, suspension or final warning instead of suspension. The Company will evaluate when determining what level of discipline is appropriate the nature of the employee's responsibilities, overall work record, length of service and the nature of the incident resulting in the discipline.

Prohibited conduct includes any behavior expressly or impliedly forbidden by this handbook as well as the following infractions, any of which will result in discipline, up to and including termination, at the discretion of the Company. This list is not intended to be exclusive of all the misconduct that could result in your discipline and/or termination. Further, listing prohibited conduct does not change the at-will nature of the employment relationship between you and the Company.

- ❖ Theft, or the participation in the theft, or inappropriate removal or possession of property or merchandise (regardless of cost) from the company, other associates, or customers.
- ❖ Failure to report a theft incident
- ❖ Destruction of any company property or merchandise.
- ❖ Smoking in prohibited areas (including restrooms).
- ❖ Unauthorized removal or destruction of company records or release of confidential information.
- ❖ Leaving job during working time without supervisor's approval.
- ❖ Working under the influence of alcohol, illegal drugs or legal drugs used illegally.
- ❖ Possession, distribution, sale, transfer, or use of alcohol or drugs in the work place, while on duty, or while operating employer-owned vehicles or equipment.
- ❖ Fighting or threatening violence in the work place or otherwise endangering the safety and welfare of employees or customers.
- ❖ Possessing a weapon on Company premises or in a Company vehicle
- ❖ Violation of safety or health rules.

- ❖ Sexual or other harassment in violation of the company's harassment policy.
- ❖ Possession of dangerous or unauthorized materials, such as explosives, firearms, or weapons in the work place.
- ❖ Job abandonment (one day of missed work without notification).
- ❖ Unauthorized entry or use of computer systems or registers.
- ❖ Falsification of time keeping records, sales records or any other company document.
- ❖ Rude or inappropriate behavior towards customers or associates.
- ❖ Gross insubordination.
- ❖ Failure to record a sale in its entirety at the time of transaction.
- ❖ Ringing up your own sale.
- ❖ Any other conduct that the company finds inconsistent with its operations.
- ❖ Refusing to cooperate with any investigation.

VIII. SECURITY AND LOSS PREVENTION

Security Inspection

Desks, lockers, and other storage devices may be provided for the convenience of employees, but remain the sole property of the Company. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of the Company at any time, either with or without prior notice and employees should not have an expectation of privacy in such items or areas.

The Company likewise wishes to discourage theft or unauthorized possession of the property of employees, the Company, visitors, and customers. To facilitate enforcement of this policy, a Company representative may inspect not only desks and lockers but also persons entering and/or leaving the premises and any packages or other belongings. Any employee who wishes to avoid inspection of any articles or materials should not bring such items onto the Company's premises.

IX. ADDRESS AND PHONE NUMBER CHANGES

It is your responsibility to notify the Company of any changes to your address or phone number. Be sure that the Company has current information regarding how and where you can be reached.

ACKNOWLEDGEMENT OF RECEIPT

Once you have read the Company’s personnel handbook, please read the following information, complete and sign the section below, and return this page to Human Resources within ten working days.

This is to acknowledge receipt of a copy of [Company Name]’s Employee Handbook dated **[insert date of current handbook]**.

The information contained in this handbook is not all-inclusive. It is a general summary of Company policies and procedures. The Company reserves the right, in its discretion, to amend, reduce, or terminate any policies or benefits contained within this Handbook, or policies or benefits otherwise administered, at any time for active employees, former employees, retirees, and their dependents.

I acknowledge that I am expected to read, understand and follow these policies, including, but not limited to, the Drug and Alcohol Policy; the Safety Policy; and policies regarding Equal Employment Opportunity and how to respond to discrimination, harassment and retaliation. I understand that failure to adhere to the policies contained in this Handbook may result in discipline up to and including the termination of my employment.

I understand that this Handbook is not intended to be an express or implied contract, but is provided as a general explanation of policies. I understand that my employment with the Company is an at-will employment arrangement and that either the Company or I can end this employment relationship at any time for any reason or for no reason.

Signed: _____ Date: _____

Print Name: _____