

## Employee Handbook

## Mission Statement

Harry's is a family owned chain of convenience stores, gas stations, and liquor stores spread across Tennessee and Georgia. After Harry Patel started the first store in Cleveland, Tennessee, he was joined by his brother in this business. Since then, the family has expanded Harry's to over 30+ stores in the last 25 years. The legacy created by the Patel family is now in the hands of its second generation.

Everyone associated with Harry's is committed to serve each customer that walks into our stores with exceptional customer service and the finest products. Rather it is a cup of coffee, gas, beer, or cigarettes at the lowest prices, we at Harry's aim to cater to the needs of each customer individually while building lasting relationships.

## **Equal Opportunity Employment**

Harry's is an equal opportunity employer. We do not tolerate discrimination against protected characteristics (gender, age, sexual orientation, race, nationality, ethnicity, religion, disability, veteran status.) We want all employees (including Executives and Human Resources) to treat others with respect and professionalism. In practice, this means that we:

- ★ Hire and promote people based on skills, experience or potential and try to reduce bias in every process (e.g. through structured interviews.)
- ★ Make accommodations to help people with disabilities, enable the safety on our premises and allow the use of our products, services and equipment.
- ★ Utilize diversity-sensitive language in all official documents, signs and job ads.
- ★ Conduct diversity and communication training.

Inclusive from those actions, we commit to reprimand every discriminatory, offensive or inappropriate behavior. To do this properly, we ask that you report any discriminatory actions against yourself or your colleagues to Human Resources. Our company will not retaliate against you if you are file a complaint or discrimination lawsuit. Any employee who retaliates or discriminates will face disciplinary action.

# Acknowledgement of Receipt of Harry's Employee Handbook

I acknowledge that I have received a copy of Harry's Employee Handbook. I understand that I am responsible for reading and abiding by all policies and procedures in this Handbook, as well as all other policies and procedures of the Company.

I also understand that the purpose of this Handbook is to inform me of the Company's policies and procedures, and that it is not a contract of employment. This handbook does not imply any entitlement to me or to any other Harry's employees, nor is it intended to create contractual obligations of any kind. I understand that Harry's has the right to change any provision of this Handbook at any time and that I will be bound by any such changes.

Signature	Date	
Full Name (please print)		

Please sign and date one copy of this acknowledgement and return it to Human Resources. Retain a second copy for your reference.

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#### **Employment Relationship with Harry's**

Harry's generally does not offer individual employees a formal employment contract with the Company. Employment is "at will," meaning that you or Harry's may end your employment at any time for any lawful reason.

This Employee Handbook is **NOT** a contract. It does not create any agreement, express or implied, guaranteeing you any specific terms or conditions of employment. Nothing contained in this Handbook should be construed as creating a contract guaranteeing employment for any specific duration, nor does the Handbook obligate you to continue your employment for a specific period of time. Unless you have entered into an employment agreement that supersedes this document, either you or the Company may terminate the employment relationship at any time. The Handbook does not guarantee any prescribed process for discipline and discharge.

#### **Recruitment and Hiring**

Harry's goal when recruiting is to fill vacancies with qualified individuals who have the best available skills, abilities, and experience needed to perform the work. When positions become available, qualified current employees are encouraged and welcomed to apply for that position. We encourage current employees to recruit new talent for Harry's as well, as needed.

#### **New Hire Forms**

The following forms must be filled out and signed by all new hire employees.

- Handbook please review, sign and date
- Form W-4 (state tax forms, if applicable)
- Form I-9. This form must be completely filled out and signed.
- New Hire Reporting (TN) stores only. This form must be completely filled out and signed.
- Automatic Deposit Information- Provide bank routing number and checking/savings account number. If utilizing a cash card, we must have the correct account number (the account number is NOT the number on the card, you can get the correct account number wherever you purchased the cash card) -will need a printout from your institution or a voided check
- Liquor Liability Agreement (page 11)

#### Personal Information

Due to governmental regulations and general business demands, we are required to maintain certain personal information on each employee. We ask that you notify the Personnel Office if there are any changes in the following:

- Address and/or telephone number
- Marital status
- Legal Name
- Dependents or beneficiary listed on insurance policy
- Number of dependents for tax withholding
- Person to notify in emergency
- Licensed driving privileges (suspension, revocation or restrictions)
- Medical conditions which may affect work performance
  - THIS INFORMATION WILL BE HELD IN STRICT CONFIDENCE.

#### **Attendance**

We expect you to be present during your scheduled working hours. If you face an emergency that prevents you from coming to work, contact your manager as soon as possible. We will excuse unreported absences in cases of [serious accidents, acute medical emergencies.] In the event you are not able to report to work, notify your store manager as soon as possible.

#### **Inclement Weather**

The Company is open for business unless there is a government-declared a state of emergency or unless you are advised otherwise by your supervisor. There may be times when we will delay opening, and on rare occasions, we may have to close. Use common sense and your best judgment when traveling to work in inclement weather.

#### **Dress Code**

- Employees must have name tags on at all times (store locations)
- Cashiers and Cooks must wear a Harry's polo shirt, must be clean and neat.
- Pants must be clean and neat: khakis, black or navy blue.
- Shoes must be closed toe, with a back and no heals.
- In the areas of cooking, preparing, and serving food, hair nets and gloves must be worn while serving guests.

#### Cell phone usage and Social Media

**Cell phones:** Cell phones should only be used by store managers, and authorized personnel only. We will allow cell phones to remain on the employee's person. However, they are only to be used when on breaks or for emergency situations (once received permission from the store manager or manager on duty). Please give family and childcare providers the store phone number of which you will be working, in the event of an emergency and you need to be reached quickly.

**Social Media:** If you handle our social media accounts or speak on our Company's behalf or represent our Harry's in any form through social media, we expect you to protect our Company's image and reputation. Specifically, you should do as follows:

- Be respectful, polite and patient
- Avoid speaking on matters outside your field of expertise.
- Follow our confidentiality and data protection policies and observe laws governing copyrights, trademarks, plagiarism and fair use.
- Correct or remove any misleading or false content as quickly as possible.

#### **Work Space**

Employees are responsible for maintaining the workspace assigned to them. A clean, orderly workspace provides an environment conducive to working efficiently. Employees should keep in mind that their workspace is part of a professional environment that portrays the Company's overall dedication to providing quality service to its clients. Therefore, your workspace should be clean, organized and free of items that are not required to perform your job.

#### Office and Store Equipment

Certain equipment is assigned to staff depending on the needs of the job; such as a calculator, personal computer, printer, POS systems, and access to our central computers and servers. This equipment is the property of Harry's and cannot be removed from the office without prior approval from your manager. Harry's will expects that you will treat this equipment with care and report any malfunctions immediately to staff members that are equipped to diagnose the problem and take corrective action.

#### **Workplace Visitors**

All family and friends are welcome to stop by to make purchases. However, please keep these visits professional and short as to not distract employees from performing their job duties. We ask for as few interruptions as possible and social visits to be scheduled during breaks; loitering in the parking lot from visitors are prohibited.

#### **Substance Abuse**

Harry's is committed to maintaining a workplace that is free from the effects of drug and alcohol abuse. The use, possession, distribution, dispensation or sale of illegal drugs, drug paraphernalia, controlled substances, unauthorized prescription drugs, or alcohol on Harry's premises or during working hours is strictly prohibited. Keep in mind, Harry's is a Drug-Free workplace and any violation will not be tolerated.

#### Lottery

Per the Tennessee/Georgia lottery laws; Employees, spouses of employees, children or stepchildren of employees, or immediate family members of employees residing as a member of the same household, may purchase lottery tickets, but winnings will not be paid out to those members from the store or locations for which they are employed.

Lottery is CASH ONLY. We will not accept checks, credit cards or debit cards.

#### Fuel

All fuel purchases are prepay or pay at the pump. In case of emergency, please refer to training of the UST Guidelines training you were provided.

#### **Underage Sale of Tobacco or Alcohol products.**

ALL CUSTOMERS MUST SHOW IS AN ID. WE WILL REFUSE THE SALE OF GASOLINE OR ALCOHOL TO ANY PERSON WHO APPEARS TO BE INTOXICATED. IF THEY WERE TO HAVE AN ACCIDENT AND ITS PROVEN THEY PURCHASED GASOLINE FROM OUR STORE, THE CASHIER THAT SOLD THE GASOLINE COULD BE HELD LIABLE.

According to state laws for both Tennessee and Georgia, a person MUST be 18 years or older to purchase any tobacco products, this also includes paraphernalia used for tobacco products, such as rolling papers, rolling machines, etc, eCigs, and smokeless tobacco.

State laws STRICTLY PROHIBIT the sale of alcohol to any person under the age of 21.

Selling to an underage person is a criminal offense and may result in prosecution. CHECK ALL IDs NOT EXCEPTIONS!!!!

#### **LIQUOR LIABILITY Employment agreement**

This form must be signed and held on file with the store manager.

- Employee understands that he/she is REQUIRED BY LAW to see Identification (ID) by every
  customer attempting to purchase beer. The employee must view the Identification (ID) for
  every customer, regardless of age or appearance of age. Failure to do so will result in fines to
  employees personally by the state. CUSTOMERS MUST BE 21 OR OLDER TO PURCHASE
  ALCOHOLIC BEVERAGES.
- Employee understands that the employer will only accept certain forms of personal identification: State issued Driver's License, State issued Identification Card, Permanent Residency Card, Military Identification Card and Passport. These are all government issued forms of identification and will have a date of birth and a photo of the bearer. Remember, that if the Identification (ID) is expired, it is no longer valid.
- Employee will not sell beer to any person that is not of legal drinking age at the time of sale.
- Employee will not sell beer to any person who appears intoxicated or is acting disorderly.
- Employee will not give away beer to anyone at any time.
- Employee understands the state, county and city laws regarding the legal hour of the day during which beer may be sold to customers.
- Employee will not purchase any beer from their employer for the use or benefit of any underage person or intoxicated person.
- Employee will not sell beer to any person, if believed it may be given or sold to an underage or intoxicated person.
- Employee understands that if he/she does make an illegal sale of alcohol, he/she may be
  personally arrested and charged with a criminal offense. If he/she is found guilty he/she could
  be fined or jailed or both. The employee understands that he/she is personally responsible for
  attorney fees.
- Employee understands that any infraction of employers' rules concerning the sale of beer could result in automatic termination.
- Employee understands that his/her activities will be monitored by employer as well as by state and local law enforcement investigators.

-mployee Signature	
. , ,	
Store Manager Signature	
Store Manager Signature	
Date	

## **Workplace Safety**

#### **Confidentiality and Security**

Confidential and proprietary information is secret, valuable, expensive and/or easily replicated. Common examples include but not limited to:

- Published financial information
- Data of customers/partners/vendors
- Patents, formulas or new technologies
- Customer list
- Data entrusted to our company by external parties
- Pricing/marketing and other undisclosed strategies
- Documents and processes explicitly marked as confidential

Employees should protect all confidential and proprietary information at all times by:

- Locking and securing confidential information at all times
- Shred any confidential documents when no longer needed.
- Only disclose information to other employees when it is necessary and authorized.
- Keep confidential documents inside Harry's premises unless necessary to move them and has been authorized.

#### Employees should not:

- Use confidential information for any personal benefit or profit
- Disclose confidential documents to anyone outside of our company.
- Replicate confidential documents and files and store them on insecure devices.

#### Disciplinary Consequences:

- Employees who do not respect our confidentiality policy will face disciplinary and possibly legal action.
- We will investigate every breach of this policy. Employees who willfully or regularly breach the
  confidentiality guidelines will be terminated. Unintentional breaches will also be punished varying
  the frequency and seriousness.

#### **Store Cleanliness**

All stores should be cleaned daily and appear presentable to customers. It is the duties for store employees to ensure the inside and outside of the store is clean. Make sure trash outside is emptied regularly and cleaned at all times. Restrooms should be checked and cleaned on each shift. Floors should be swept, mopped and cleared of any tripping hazards. When mopping ALWAYS put out wet floor signs. Please see the store manager for a list of cleaning duties for each day that will need to be signed off on by each employee, each shift, when tasks are completed..

#### **Deli and Hot Food Bar Area**

- All employees working in this area should wear a hair net at all times while serving customers
- Clean gloves should be used to service each customer.
- All foods should be in a covered/closed container and open products should be covered and date marked.
- Prep area should be wiped down and sanitized at all times.
- Products that have reached their expiration date, should be accounted for and discarded properly
  as waste
- All discarded products should be inventoried; this will help in the ordering of the proper amount of supplies.

#### **Violence Prevention**

Harry's is committed to the safety and security of our employees. Workplace violence presents a serious occupational safety hazard for our organization, staff and clients. Any act of violence by or against any of our employees where any work related duty is performed will be thoroughly investigated and appropriate action will be taken, including law enforcement authorities when necessary.

#### **Safety and Accidents**

Safety is a joint venture at Harry's. We strive to provide a clean, hazard-free, healthy, safe environment in which to work, and we make every effort to comply with all federal, state and local occupational health and safety laws, including the federal Occupational Safety and Health Act; also known as OSHA. As an

employee, you have a duty to comply with the safety rules of Harry's and you are expected to take an active part in maintaining this hazard-free environment. You must observe all posted safety rules, adhere to all safety instructions provided by your supervisor, and use safety equipment where required. Your workspace should be kept neat, clean, and orderly. You are required to report any accidents or injuries – including any breaches of safety – and to promptly report any unsafe equipment, working condition, process or procedure to a supervisor. In addition, if you become ill or get injured while at work, you must notify your manager immediately. Failure to do so may result in a loss of benefits under the state workers' compensation law.

Failure to abide by Harry's safety and accident rules may result in disciplinary action, up to and including termination.

#### **Discrimination is Prohibted**

Harry's is an equal opportunity employer and makes all employment decisions reguardless of race, religion, color, sex (including pregnancy, sexual orientation and gender identity), national origin, disability, age, genetic information, or any other status protected under applicable federal, state, or local laws. This policy applies to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefits, compensation and training. We seek to comply with all applicable federal, state and local laws related to discrimination.

#### **Americans with Disability Act**

The federal Americans with Disabilities Act (ADA) prohibits discrimination against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation, fringe benefits, job training, and other terms, conditions and privileges of employment. The ADA does not alter the Company's right to hire the best-qualified applicant, but it does prohibit discrimination against a qualified applicant or employee because of his or her disability, or because of a perceived disability. As a matter of Company policy, the Company prohibits discrimination of any kind against people with disabilities.

An applicant or employee is considered disabled if he or she has a physical or mental impairment that substantially limits one or more major life activities, has a record or past history of such impairment, or is regarded or perceived as having such an impairment.

#### **Workplace Harassment and Violence**

Workplace violence refers to physical acts of violence or threats to harm a person or property. Abusive behaviors, whether verbal, psychological or physical are also considered violence. Verbal abuse may be the use of unwelcome, embarrassing, offensive, threatening or degrading language.

Examples of violent acts include but not limited to:

- Intimidating or bullying others
- Abusive language
- Physical assault
- Threatening behavior
- Counseling or using a weapon
- Sexial or racial harassment

Harry's is committed to providing a work environment that provides employees equality, respect and dignity. In keeping with this commitment, the Company has adopted a policy of "zero tolerance" with regard to employee harassment. Harassment is defined under federal law as unwelcome conduct that is based on race, color, religion, sex (including pregnancy, sexual orientation and gender identity), national origin, age, disability or genetic information.

#### **Sexual Harassment**

Sexual harassment is prohibited by federal, state and local laws, and applies equally to men and women. Federal law defines sexual harassment as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when the conduct: (1) explicitly or implicitly affects a term or condition of an employee's employment; (2) is used as the basis for employment decisions affecting the employee; or (3) unreasonably interferes with an employee's work performance or creates an intimidating, hostile or offensive working environment.

- No one has the right to sexually harass our employees. Any person in our company who is found guilty of serious harassment will be terminated. If representative of our contractors or vendors sexually harass our employees, we will demand that the company they work for take disciplinary action and/or refuse to work with that person/company in the future.
- Sexual harassment is never too minor to be dealt with. Any kind of harassment can wear down employees and create a hostile workplace.
- We assume every sexual harassment claim is legitimate unless proven otherwise. We will listen to victims of sexual harassment and always conduct our investigations properly.

• We will not allow further victimization of harassed employees. We will fully support employees who were sexually harassed and will not take any adverse action against them.

#### **Supervisor Responsibilities**

All supervisors and managers are responsible to implement our policies and ensure that all procedures are free of discrimination.

Employees who witness or suspect violence or harassment, or are victims of violence or harassment, can report to Human Resources (HR) or their immediate supervisor. We will investigate quickly and discreetly. We aim to protect victims from harassment and victimization.

If harassment involves a manager, investor, or customer as the perpetrator, we ask those cases be reported directly to HR as soon as possible. Complaints can be filed by emailing <a href="mailto:info@harrysstores.com">info@harrysstores.com</a> or calling 423.720.0945

#### **Reporting Harassment and Workplace Violence**

Sometimes, people who harass others do not realize that their behavior is wrong. We understand this is possible, but that doesn't make the perpetrator any less responsible for their actions.

If you suspect that someone doesn't realize their behavior is sexual harassment under the definition of this policy, let them know and ask them to stop.

We ask that all forms of abuse, violence or harassment be reported to the store manager, or emailed to info@harrysstores.com as soon as possible.

#### **Penalties**

If it is determined that inappropriate conduct has occurred, Harry's will act promptly to eliminate the offending conduct, and take such action as is appropriate under the circumstances. Such action may range from counseling to termination of employment, and may include such other forms of disciplinary

action (such as, for example, suspension), as Harry's deems appropriate under the circumstances and in accordance with applicable law.

## **Compensation and Leave**

## **Payroll Practices**

#### **Taxes**

Harry's will withhold the following from your paycheck:

Federal, state and local taxes as required by law, as well as the required FICA (Social Security and Medicare) payments.

### **Direct Deposit**

#### **Religious Observance**

Federal and state equal opportunity laws generally require employers to accommodate the religious beliefs of employees, but do not require them to provide paid leave. Harry's respects your religious beliefs, however, and therefore, will provide [one (1) day] of unpaid/ paid leave to employees who, for religious reasons, must be away on days of normal operation. Employees who require additional time off may use vacation and/or personal days. This leave must be requested through the department manager two weeks prior to the event.

Holidays and Paid Time off For Exempt Employees (Salary Employees)

**New Years Day** 

**Memorial Day** 

Independence Day (4th of July)

**Thanksgiving Day** 

Christmas Eve

**Christmas Day** 

\*For employees who are hourly, If an employee is scheduled to work on a holiday, the employee must work the day before and the day after to receive time and half for the Holiday worked. If the employee doesn't work both the scheduled day before and the scheduled day after the Holiday, the employee will be paid straight time for Holiday worked.

**Vacation Time- Non-Exempt** 

For all non-exempt (hourly employees) the vacation days earned are the following:

1-3 years of service = 5 days of vacation for each year

4-6 years of service= 7 days of vacation for each year

7+ years of service= 10 days of vacation for each year

#### Personal Leave

The Fair Labor Standards Act (FLSA) does not require compensation to be provided to employees for time not worked. However, eligibility for a mandated Federal or State generally requires that an employee has worked at least a year of service with the Company, have worked 1,250 hours in the preceding year and work for an employer with fifty (50) or more employees that works within a seventy-five(75) mile radius, could be eligibility for Family Medical Leave Act (FMLA) for up to twelve (12) unpaid weeks; this is when an employee meets the guidelines mentioned and is approved by the Organization.

Bereavement Leave --- ""Not legally required to give bereavement leave for either GA or TN"

#### **Nursing Mothers**

The federal Fair Labor Standards Act (FLSA) allows employees to take reasonable, unpaid or paid break time to express breast milk as needed for up to one (1) year after the birth of a child. Harry's will provide a place for the employee to express breast milk, that is shielded from view and free from intrusion from co-workers and the public. Employees will not be discharged or in any other manner discriminated against in exercising their rights under this policy.

#### Military Leave

The federal Uniforemd Servives Employment and Reemployment Act (USERRA) prohibits employment discrimination against a person on the basis of past military service, current military obligations, or intent to serve. USERRA provides that returning service members are to be reemployed in the job they would have attained had they not been absent for military service, with the same seniority, status and pay, as well as other rights and benefits determined by USERRA.

Employees serving in the uniformed services, including the Army, Navy, Marine Corps, Air Force, Coast Guard and Public Health Service commissioned corps, as well as the reserve components of each of

these services, may take unpaid military leave, as needed, to enable them to fulfill their obligations as servicemembers. Servicemembers must provide advance written or verbal notice to Harry's for all military duty unless giving notice is impossible, unreasonable, or precluded by military necessity. Employees should provide notice as far in advance as is reasonable under the circumstances. In addition, employees may, but are not required to use accrued vacation or personal leave while performing military duty.

#### **Jury Duty or Court Appearance**

Tennessee Law - Under Tennessee law, employers must pay their employees "usual compensation" for time spent serving and traveling to and from jury service. The employer has the discretion to deduct any juror fee or expense payment received from the court.

Georgia Law - Georgia law prohibits employers from threatening, discharging, or otherwise penalizing employees who have been called to jury duty or subpoenaed to appear at judicial proceedings, except criminal proceedings against the employee. Georgia law does not have any laws specifically requiring employers to provide paid leave for an employee performing jury duty.

Court Appearance - An employee called to appear as a witness will be permitted time off to appear, but without pay. Employees will be permitted to use accrued vacation time when appearing as witnesses.

#### Voting

Most polling facilities for elections for the public office have hours that are scheduled to accommodate working voters for before or after their work shifts. An employee who expects a conflict, however, should notify his or her supervisor, in advance, so that schedules can be adjusted if necessary.

## **Termination of Employment and Return of Property**

#### **Termination of Employment**

Employment at Harry's may be terminated for reasons of discharge, resignation, retirement, or reduction in the workforce. Harry's employees are free to resign at any time and for any reason, and Harry's reserves the right to discharge employees at any time and for any reason.

If you voluntarily resign, you are asked to give your supervisor written notice at least two weeks before the last day of employment.

Upon termination or resignation, all unused sick days and/or vacation days are relinquished.

It is the employees' responsibility that when he/she leaves the company to make sure the correct address is turned into payroll by December 31st of the same year in order for the employee to receive their W-2.

#### **Return of Property**

You are responsible for returning all property and materials that belong to Harry's, including credit cards, keys, uniforms, tools, manuals, or other written information issued to you. You must immediately return all Harry's property in your possession or control at termination of your employment or at Harry's request.

#### **CONFIDENTIALITY AGREEMENT & POLICIES**

This Confidentiality Agreement ("Agreement")20	
shall confirm our mutual	
Confidentiality understanding dba <u>"Harry's"</u> doing business at and ("Employee	à.,)
Address:	
DOB	

- I. Information means oral or written data, reports, records, or audit or loss runs lists, Company data or materials ("Information") obtained from "Company", officers, employees, agents, representatives, vendors or including the name, address and type of business of Company, and the knowledge that Company is engaging (Employee) now or in the future to provide professional services for Company.
- 2. Information is being furnished to the Employee for the sole purpose of providing services for the Company; such information shall be treated as "secret" and "confidential" and no portion of it, shall be disclosed to others
- 3. Employee recognizes that he/she will have access to this confidential information of Company during the period of this Agreement and that all such information constitutes valuable, special and unique property of Company. Employee agrees during the effective dates of this Agreement and for a period of ten (10) years after termination of the Agreement for any reason, Employee will not disclose or permit anyone under his direction to disclose or authorize or permit anyone not properly entitled thereto any such information. Employee, upon termination of this Agreement for any reason will not take with him/her or retain any of the following but not limited to e mail list(s), member list(s), customer list(s), legal

documents, quotes, or other documents or copies thereof belonging to Company and agrees to return all such information to Company.

- 4. Employee shall not, during the effective dates of this Agreement and for a period of ten (10) years after termination of this Agreement for any reason, either directly or indirectly, (i.) make known to any person, firm, corporation, including competitors of the Company store or related industry, the following but not limited to the names and addresses of any of the customers of the Company or any other information pertaining to such customers, or (ii) call on, solicit or take away or attempt to call on or solicit or take away or refer such Clients to another competitor in the industry, without the prior written consent of the Company.
- 5. Employee shall not, during the effective dates of this Agreement and for a period of ten (10) years after termination of this Agreement for any reason, either directly or indirectly do any of the following but not limited to talk about to anyone, discuss, e mail, text, write on social media any of the talks he or she has had with the Company, heard about the Company or know about the Company.
- 6. Employee who voluntarily quit or after termination will not work at a competitive business in the radius of Five miles for at least a period of one to seven years.
- 7. Employee will Clock in and Clock out according to his/her schedule. If he/she needs to stay over the time, permission by the manager on duty will be taken prior to staying over.
- 8. Employee will be responsible for keeping the whole area of the property clean. This area is, but not limited to as follows, Parking Lot, Pumps, Garbage Cans, Dumpster area, Windows, Doors, the Whole of the store inside, Rest rooms, Deli etc.
- 9. Employee will be responsible to wear in each of their shift he/she is working, a Uniform, a Name Tag if provided, and if not, a decent and among any of the well ironed shirt, t-shirt, dresses and pants.
- 10. Employee will be well groomed and hygienic.
- 1 1 . Employee will wash hands thoroughly after each time of using the restroom or touching a surface that could contaminate the food.
- 12. Personal phones will NOT be allowed to be used, only in emergency situations. Cell phone(s) maybe left in the possession of the employee.
- 13. Only if it is an EMERGENCY in the family (Spouse, Parents, Kids & Siblings), then an Incoming call at the store line will be allowed.

- 14. Any merchandise including but not limited to drinks or food items will be PAID for BEFORE using or consuming, and a receipt will be saved and attached with a daily day report.
- 15. A family member, a friend or an acquaintance will NOT be allowed to loiter around/outside the store or the property.
- 16. EACH person entering and getting any merchandise or fuel must be charged. Nothing in this property and store is FREE
- 17. Customers Credit / Debit cards or any other valuables are NOT to be tempered with.
- 18. Honesty is the priority requirement to be working at this store.
- 19. If you are caught stealing or being an accomplice of theft or robbery, you will be terminated and prosecuted effective immediately.
- 20. Suggest selling and Customer service is a high priority requirement of this job. Each customer must be greeted with a smile.
- 21. If a customer misbehaves, call the manager on duty and report to him/her. If a customer tries to hurt you physically, call the Police immediately.
- 22. Do not bring your personal problems or issues at work.
- 23. If any co-employee did not perform their job or duties, then it does not give you the right to not perform your job or duties.
- 24. Under no condition you are allowed to LEAVE your job (even if you want t6 quit) even for a minute Until an Owner, Manager, Asst Manager, Shift Leader or Supervisor is present in the store and approves your leave.
- 25. You are Not allowed to Flirt, Date or Inappropriately touch management, coworker, vendor or a customer. If someone does touch you inappropriately, call the police immediately and give in writing the incident form to the management.
- 26. If you do not call the police, or do not give in writing to the management within the hour of the incident, the complaint will not be considered a valid complaint.
- 27. Do not come to work intoxicated. If you are tested positive during any random drug testing, you will be terminated effective immediately.

- 28. Employee agrees that this company randomly, unannounced, unbiased, picks any employees for a drug test. This drug test is performed to ensure that the company's interests are maintained by the employee.
- 29. If the employee misses a day of work or has to leave early, then a doctor's note or any other form of excuse is required before coming back to work.
- 30. Employee agrees that in the event of a breach or threatened breach by Employee of the provisions of this Agreement, that the remedy at law would be inadequate and that the Company shall be entitled to any injunction without the necessity of posting bond thereof, restraining Employee bond thereof, restraining Employee from disclosing in whole or part such confidential information or entering such competition against the Company and that such relief in no way limit the remedies available to the Company at law, including recovering damages from Employee and or taking him to the court.
- 31. If any portion of this Agreement is deemed invalid or unlawful under law, such findings shall not invalidate the terms and intent of the balance of the Agreement.
- 32. A signed and executed copy of the Agreement shall be deemed to be valid as an original.
- 33. All the obligations of Employee regarding Confidentiality described above shall survive termination or cancellation.
- 34. This Agreement shall be governed and construed in accordance with the laws of the state of Tennessee.

In WITNESS HEREOF, the parties have set their hands and seals on the day of 20

Note: The management will explain each line. Please understand and read the Confidentiality Agreement thoroughly before signing.

Signature:		
Signature.		
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Manager Signature: _	 	 	
Date:			