

Dear Fellow Employee:

LEE'S FOOD MART is proud of its many accomplishments since founding August, 1988, and of the people who make it a successful organization and a great place to work.

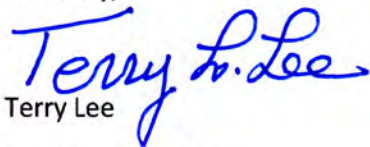
To our current employees, your dedication and acceptance of responsibilities have enabled LEE'S FOOD MART to continue to build a fine record.

To those of you who are new to LEE'S FOOD MART, I extend a warm welcome. Whatever your job description may be, your performance will contribute to the overall success of the Company.

This handbook describes some of your responsibilities as an employee of LEE'S FOOD MART and outlines our policies, programs, and benefits. You should become familiar with the contents of the Employee Handbook; it will answer many of your questions concerning employment at LEE'S FOOD MART

I hope your employment with LEE'S FOOD MART will be challenging, enjoyable, and rewarding.

Sincerely,



Terry Lee

President and CEO

## **CUSTOMER RELATIONS**

**OUR CUSTOMERS ARE THE MOST IMPORTANT PEOPLE IN OUR BUSINESS. ALL OF OUR EFFORTS SHOULD FOCUS ON CUSTOMER SATISFACTION. EMPLOYEES SHOULD ALWAYS PROJECT AN IMAGE OF ENTHUSIASM, COMPANY PRIDE, COURTESY, AND MOST OF ALL, APPRECIATION. OUR BUSINESS CAN SUCCEED ONLY IF WE SATISFY OUR CUSTOMERS.**

**IF YOU ARE UNABLE TO SATISFY A CUSTOMER, PLEASE REQUEST A ZONE MANAGER'S ASSISTANCE.**

**NEVER ARGUE WITH A CUSTOMER, REGARDLESS OF THE INDIVIDUALS BEHAVIOR.**

## NEW HIRE REQUIRED FORMS

A NEW HIRE Packet will be provided with the following required forms:

1. Handbook. Must be signed and dated.
2. Form W-4. This form must be completely filled out and signed.
3. Form I-9. This form must be completely filled out and signed.
4. Proof of Residency. List is provided of acceptable forms of identification.
5. New Hire Reporting. This form must be completely filled out and signed.
6. Every employee must have an email address for communication and payroll administration. **NO EMPLOYEE WILL BE ADDED TO PAYROLL WITHOUT A VALID EMAIL ADDRESS.**
7. Automatic Deposit Information. Provide bank routing number and checking account number; OR savings account number; OR if using 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) \*\*\*\*\***PAYROLL DEPARTMENT MUST HAVE ALL INFORMATION IN THE OFFICE ON MONDAYS, IF NOT, CHECKS WILL BE ISSUED THE FOLLOWING PAY PERIOD.**
8. Check stubs and W2's will only be available online at: [workforce.intuit.com](https://workforce.intuit.com)

## 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 is a change in:

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

## INTRODUCTORY PERIOD

Each new employee of the company is hired on a 3-month trial basis. This policy gives the employee time to evaluate employment at the Company as well as gives the Company time to appraise you as an employee in the position for which you were hired. During this period, you should learn the

requirements of the job, demonstrate your ability to meet these requirements and become familiar with the policies and procedures. You should promptly discuss any questions about your work or about policies and procedures with your Zone Manager. At the end of this trial period, you and your Zone Manager will make an evaluation of your work and recommend your status. Unless the Company feels that you are not suited for the job, or feels that the probation period should be extended for an additional period, you will be considered on regular employee status. Employees who do not receive a satisfactory evaluation and endorsement may be given, if the circumstances warrant, additional time in 30-day increments to demonstrate their ability to successfully do the job. If an employee's performance has been unsatisfactory during the probationary period, their employment may be terminated without notice.

Warnings to employees are documented as well as any disciplinary action that would be necessary. However, disciplinary action may take place even though an individual has no previous warning or disciplinary action on record. Continued employment is at the pleasure of the Company, with terminations possible with or without reasons at any time. At all times, including after successful completion of the introductory period, employment with the Company is considered to be at-will, and the employment relationship may be terminated at any time for any lawful reason by either party.

### **WORKING HOURS**

Hours of work vary by position. Your Zone Manager will provide you with your specific work schedule including breaks.

Your work schedule may be changed from time to time, as needed, to meet the needs of our business. Your Zone Manager will advise you of any schedule changes.

### **BULLETIN BOARDS**

A company bulletin board will display all "required by law" documents under federal and state laws. Bulletin board will also be used to post in-house job openings or notices of Company-sponsored events.

### **EMPLOYEE CONDUCT**

LEE'S FOOD MART makes an effort to treat all employees equitably and to administer procedures consistently. When performance is unsatisfactory, or when employees violate policies and procedures, disciplinary action may be taken. Examples of disciplinary action include but are not limited to: verbal warnings, written warnings, suspension, and termination of employment. The nature of the disciplinary action will depend upon the circumstances of the particular problem or violation. LEE'S FOOD MART

specifically reserves the right to discipline an employee as it seems appropriate, including termination of employment.

### **PARKING**

You may use the employee parking area at your own risk and you should keep your vehicle locked. LEE'S FOOD MART assumes **NO** liability for any damages to or theft of employee vehicles or personal property.

### **PERSONAL USE OF TELEPHONE/PERSONAL MAIL/PERSONAL VISITS**

During work hours, we are committed to completing our work duties with as few interruptions as possible. Personal telephone calls, social visits, and the receipt of person mail detracts from your ability to accomplish goals. We will contact you if you receive an emergency telephone call and take messages for you in non-emergency situations, provided they do not prove to be repetitive. Social visits should be scheduled during breaks. Employees are not allowed to receive mail at work.

### **SECURITY**

The physical security of the Company as well as the safety of our employees is important. All Company property that can be secured with a lock, such as equipment, doors, files, desks and gates should be locked when not in use. At the end of each day, **all locks should be secured.**

**NO GUNS** on site. Cashiers and Managers are not allowed to have a weapon on site while they are on the clock. Vehicles are subject to search at any time. Vehicles can only be searched by Zone Managers, or other designated personnel. Cashiers and Managers are not allowed to search another employee's vehicle.

Company security is critical. Employees are not to share any security information that has been given to them by the Company, i.e., Keys, Alarm Codes, etc.

Managers are expected to test the VCR and DVR Security System at least twice a month. This is to ensure they are working properly.

### **ACCIDENT REPORTING**

Store Managers: when an employee or a customer gets hurt on Company property, an **ACCIDENT INCIDENT REPORT or EMPLOYEE INCIDENT REPORT (DEPENDING UPON SITUATION) MUST BE FILLED**

**OUT. NO MATTER IF IT'S A ROBBERY OR AN INJURY TO A CUSTOMER OR EMPLOYEE (WHETHER THE CUSTOMER OR EMPLOYEE REFUSES TO GO TO THE HOSPITAL). A COPY OF THAT REPORT MUST BE SENT TO THE OFFICE OF THE GENERAL MANAGER AND A COPY KEPT IN YOUR FILES.** The General Manager will call the insurance company **ASAP** and tell the insurance company what has happened. **ALSO, IF POSSIBLE, GET THIS ON A DISC OR JUMP DRIVE FROM YOUR SECURITY CAMERA.**

### **EMPLOYEE SUGGESTIONS**

We always welcome suggestions on how we can improve our efficiency and productivity. If you have suggestions, please let us know. Such suggestions may save the company money and/or time.

### **POLICY MAKING**

No Cashier or Manager is allowed to "Create" a Policy. All policies are made by select personnel.

### **EQUAL EMPLOYMENT OPPORTUNITY**

LEE'S FOOD MART is an equal opportunity employer and does not discriminate against any employee or applicant because of race, religion, age, sex, national origin, disability or in any other manner that violates the law.

### **PERSONAL RECORDS**

Confidential personnel files and records, including medical information, are maintained for each employee and are the property of the Company. Such confidentiality will be maintained in accordance with applicable legal and medical requirements.

Information contained in your personnel file will not be released to external sources unless clear, written permission to release specific information is obtained from you. With the approval of the General Manager, management employees who have an employment-related "need to know" may inspect an employee's file.

## EMPLOYMENT CATEGORIES

Full-time employees are scheduled to work 40 hours weekly. Regular full-time employees are eligible for benefits subject to the terms, conditions, and limitations of each benefit plan.

Part-time employees are not to work more than 28 hours a week. Part-time employees are not eligible for employee benefits.

## JOB DESCRIPTIONS/RULES

1. All employees are expected to be at work on time. When an employee reports to work, they should be ready to start work immediately.
2. All employees are under direct supervision of the store manager and is expected to follow the store managers and assistant managers instruction at all times.
3. All employees are expected to dress appropriately and to present a neat and clean appearance while at work. You will be issued a T-Shirt and nametag. These T-Shirts are important to our company image and we require you wear the T-Shirt every shift you work. Your nametag is to be on your T-Shirt and displayed in a prominent place. Do not write directly on the nametag. You are also to wear either Khaki (Tan) or Black color pants, shorts or skirts. Pants, shorts or skirts may be easy fitting but must fit properly. NOT SNUG FIT. Pants, shorts or skirts may be a cotton/polyester blend or Black Denim. Closed Toe Footwear.  
PANTS: Pants must be full length and reach the top of the shoe.  
SHORTS: Shorts are to be NO shorter than 3 inches above the knee.  
SKIRTS: Skirts are to be NO shorter than 1 inch above the knee.  
Pants, shorts or skirts are to be worn AT waistline NOT below the waistline.

**The following are NOT ALLOWED:**

**BAGGY PANTS: NOT ALLOWED**

**LEGGINGS: NOT ALLOWED**

**TIGHTS: NOT ALLOWED**

**STIRRUP PANTS: NOT ALLOWED**

**YOGA PANTS: NOT ALLOWED**

**HOLES, RIPS OR TORN CLOTHING: NOT ALLOWED**

4. No employee is allowed to play lottery while at the store in which they work at, on or off the clock. If any employee is found doing so, it will result in immediate termination.
5. All employees are expected to stock coolers, shelves and other display areas as necessary. Restrooms are to be checked frequently to ensure they are clean and adequately stocked. The store must be maintained for cleanliness. Spare time is spent in housekeeping of counters, aisles, shelves and receiving areas.
6. All employees will clock in, manually or automated time keeping system, at the time scheduled for their shift to begin and clock out when their shift is scheduled to end. There will be no one clocking in early or staying over, unless instructed by the store manager. You must personally clock yourself in and out, no one else is allowed to clock in and out for you. Clocking another employee in would lead to the employee's termination as well as the employee that requested

that an employee clock him/her in. You will not be paid for your time if you clock in early or stay late without managers approval. You will not be paid for any time written in unless it is approved by the Regional Manager. If you are going to be late for work, call the manager or employee working at the time to let them know and further arrangements will be made. No employee is allowed to work while off the clock. When the employees shift has ended, they must clock out and leave the premises.

7. No personal phone calls except for emergencies.
8. No employee will be permitted to bring their cell phone into the store while working except for the Store Manager, Assistant Manager and Regional Manager. Any employee using their phone while on the clock will be terminated.
9. No employee is allowed to have their boyfriend, girlfriend, friend(s) or relatives "hanging around" the store while the employee is working. These persons are welcome to come in and make a purchase but anything further is considered loitering and will not be accepted.
10. No employee will eat for free. You must have another employee ring purchase up, no matter what the purchase may be, at the time an item is taken and you must maintain a receipt for the purchase during the employee shift.
11. No employee, manager or regional manager is allowed to smoke inside the store. By law an employee must be 20 feet away from the store to smoke.
12. Payroll deposits require 3 to 5 working days to clear the bank. If your payroll has not cleared the bank within 5 days, please phone the office.
13. Each employee is responsible for keeping the office door locked during his/her shift. An employee that is found with the office door unlocked will be terminated immediately.
14. Each employee is responsible for keeping no more than \$250.00 in the cash drawer at any time. Keep a hidden area out of the cash drawer for surplus cash, such as large bills.
15. There is to be only one person in the cash drawer at any given time. If another employee gets into the cash register when it is not their shift, they will be terminated immediately. Each employee is responsible for making sure no one is in their cash drawer.
16. No cash back on credit or debit cards.
17. Checks can only be written for \$10.00 over purchase amount. DO NOT take checks for cash only, we are not a bank.

## **DAILY PROCEDURE/RULES**

### **MONEY BAGS/SHIFT DEPOSITS**

When your shift has ended, you must take your own deposit **DIRECTLY TO THE BANK**. There is to **NEVER** be any money left in the store. Each employee is held responsible for his or her money. Any employee who leaves a deposit in the store for the next person to take, will be terminated immediately.

### **REPORTS/INVENTORY**

Complete shift reports and account for inventory during vendor check-ins.



**TELE CHECK (where available)**

1. No starter checks (checks with no printed number).
2. No checks under the number 200.
3. No two-party checks.
4. No Code 3 or Code 4 checks.
5. Checks must be filled out completely and include a physical address and telephone number.
6. All checks must be processed thru the Tele Check machine, this includes employees and managers.
7. Do not accept checks that will not process electronically. If the check says keep for deposit, make sure it has a Tele Check approval code printed on the back of the check. If it does not, the employee or manager must be willing to stand behind the check. If the check is returned, this person will be responsible.

**FUEL DRIVE OFF POLICY**

It is company policy that gasoline and diesel sales be PRE-PAID or PRE-APPROVED. Any employee found in violation of the policy will be held responsible and may lead to termination. The employee is solely responsible to ensure that gasoline and diesel sales are PRE-PAID or PRE-APPROVED.

**GAS PUMP READINGS (only for the stores that must go out and read the pumps)**

Two people must go out and read the gas pumps, the person ending the shift and the person beginning the shift. DO NOT read the pumps together, this will not be accepted. If you are opening for the day, you will need to go out and reread the pumps before you sell any gas. When you complete the gas sheet you need to sign and date sheet to verify the numbers are correct.

**LOTTERY (CASH ONLY)**

Cash only for Lottery Tickets. We cannot accept checks, credit cards or debit cards for lottery tickets. CASH ONLY.

No employee is allowed to play lottery at the store in which they work at, on or off the clock. If any employee is found doing so, it could result in immediate termination.

**WAITING ON CUSTOMERS**

Gas and Grocery customers are to be waited on before Lottery customers.

Immediately greet every customer upon arrival in the store.

Assist customers in their needs and demonstrate concern.

Make sales transactions quickly and accurately.

Develop the ability of "Suggestive Selling."

### **UNDERAGE SALE OF CIGARETTES/TOBACCO**

State law strictly prohibits the sale of tobacco products or smoking paraphernalia to persons under the age of 21 years old. **ALL CUSTOMERS MUST SHOW IDENTIFICATION.**

### **UNDERAGE SALE OF BEER (where beer is sold)**

State law strictly prohibits the sale of beer to any person under the age of 21. The state fines the employee. By Law, all employees **MUST I.D. ANYONE BUYING BEER, REGARDLESS OF AGE. NO EXCEPTIONS!!!!**

**IT IS OUR POLICY TO REFUSE THE SALE OF GASOLINE OR ALOCHOL TO ANY PERSON WHO APPEARS TO BE INTOXICATED. IF THERE WERE TO BE AN ACCIDENT AND IT IS PROVEN THEY PURCHASED GAS AT OUR LOCATION, THE CASHIER CAN BE HELD LIABLE.**

### **EMPLOYEE LIQUOR LIABILITY EMPLOYMENT AGREEMENT**

1. 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 employee personally by the state.
2. 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 a 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.
3. Employee will not sell beer to any person that is not of legal drinking age at the time of sale.
4. Employee will not sell beer to any person who appears intoxicated or is acting disorderly.
5. Employee will not give away beer to anyone at any time.
6. Employee understands the state, county and city laws regarding the legal hour of the day during which beer may be sold to customers.
7. Employee will not purchase any beer from employer for the use of benefit of any underage person or intoxicated person.
8. Employee will not sell beer to any person, if believed it may be given or sold to an underage or intoxicated person.
9. Employee understands that if he/she does make an illegal sale of beer, 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. Employee understands that he/she is personally responsible for attorney fees.
10. Employee understands that any infraction of employers' rules concerning the sale of beer could result in automatic termination.

11. Employee understands that his/her activities will be monitored by employer as well as by state and local law enforcement investigators.

## **STORE CLEANLINESS**

**Stores are to maintain a neat and clean appearance.**

1. Each store should have a "TO DO" list. This is to ensure that each employee knows what is expected of them during their shift. The manager should also assign the employee a set of shelves or area of the store to maintain.
2. Stores with carwashes should be cleaned each shift. The floor and walls of the carwash should be sprayed off each shift. The employee cleaning should sweep or pickup any trash in the floor and outside the carwash.
3. Parking lots kept clean. Clean the parking lot and grounds surrounding the convenience store. Trash cans outside emptied and trash cans kept clean. Gas pumps and hose kept clean. All supplies always stocked at the gas pumps, windshield wash, towels, etc.
4. Always clean coffee pots, Cappuccino machines, etc., and the areas well stocked with cups, coffee supplies, etc. **ALWAYS KEEP THIS AREA CLEAN.**
5. Restrooms need to be checked every shift. Make sure the restrooms are kept clean and well stocked.
6. Air Filters are to be changed on the first of every month.
7. Coolers need to always be well stocked and clean.
8. Floors need to be kept clean and **ALWAYS** have the **WET FLOOR** sign out when floor is wet.

## **MAINTENANCE**

Any maintenance issues should be reported to the manager or assistant manager immediately. The manager should in turn report the problem to the zone manager and the zone manager will report the problem to the General Manager thru email or phone call, and also call the Operation and Maintenance Zone Manager.

## **MOTOR VEHICLE RECORD INQUIRY**

In order to operate vehicles for LEE'S FOOD MART you are required to have a current driver's license and an acceptable driving record. If at any time during your employment you lose your driving privileges and your job requires you to operate a vehicle, you must report that loss to your Zone Manager immediately.

## **PROMOTIONS**

LEE'S FOOD MART attempts to fill vacancies through promotions from within whenever possible, however, LEE'S FOOD MART reserves the right to fill vacancies from outside the Company and without internal posting when it deems such action is necessary.

## **WORK REFERENCES**

All requests for references should be directed to your direct Zone Manager.

## **TERMINATION OF EMPLOYMENT**

Employment at LEE'S FOOD MART may be terminated for reasons of discharge, resignation, retirement, or reduction in the work force. Absent a written employment contract, LEE'S FOOD MART employees are free to resign at any time and for any reason, and LEE'S FOOD MART reserves the right to discharge employees at any time and for any reason.

If you voluntarily resign, you are asked to give your Zone Manager 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 31<sup>st</sup> of the same year in order for the employee to receive their W-2.

### **EXIT INTERVIEW**

A terminating employee generally will be scheduled for an exit interview with the Zone Manager and may also request an exit interview with his or her Zone Manager. The exit interview provides an opportunity for discussion of benefits coverage and continuation rights, repayment of outstanding debts and the return of LEE'S FOOD MART property.

### **RETURN OF PROPERTY**

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

## **GENERAL POLICIES**

## **PUNCTUALITY AND ATTENDANCE**

To maintain a productive work force, LEE'S FOOD MART expects employees to be reliable and punctual in reporting to work. When you cannot avoid being late to work, must be away from work for part of the day or are unable to work as scheduled due to unexpected illnesses or other unavoidable reasons, you must notify your Zone Manager within two hours of your scheduled reporting time.

If you need to leave work for any reason, you must notify your Zone Manager before you leave the building. Failure to call in or report for work for three consecutive days will be considered a voluntary resignation.

## **PERSONAL APPEARANCE**

Proper dress and good grooming contribute to the morale of all employees and affect the business image we present to our customers and the community. You are expected to maintain a high standard of grooming and to present a professional, businesslike appearance consistent with the duties and responsibilities of your position.

Employees in certain departments and positions will be issued and required to wear and maintain uniforms. Uniforms remain the property of LEE'S FOOD MART and must be returned upon leaving the Company.

## **LEGAL COMPLIANCE**

LEE'S FOOD MART complies with all state and federal laws impacting the way we conduct our business. As an employee of LEE'S FOOD MART, you agree to adhere to this Company standard. Your Zone Manager will inform you of the laws impacting specific jobs and will instruct you regarding compliance requirements and procedures. Some regulated areas include but are not limited to the following:

Consumer Protection

Cash Reporting and Money Laundering

## **ENVIRONMENTAL COMPLIANCE**

LEE'S FOOD MART complies with all state and federal regulations protecting our environment. As an employee of LEE'S FOOD MART, you agree to adhere to this Company standard. Your Zone Manager will inform you of the laws impacting your specific job and will instruct you regarding compliance procedures.

These areas of regulation include but are not limited to the following:

Hazardous Materials Management

Emissions Inspection and Tampering

CFC Recycling

Tank Management

Waste Water Management

## **CONFLICT OF INTEREST**

Employees must avoid conflicts of interest. You have a conflict of interest if you place yourself in a position where your private interests may have an adverse effect on your motivation or the proper performance of your job, or when your action results in direct or indirect detriment to LEE'S FOOD MART or its customers.

Use of Company funds for improper purposes and dishonest practices is absolutely forbidden. You are required to disqualify yourself from exerting influence in any transaction where your own interests may conflict with the interests of the Company or where you may gain any financial benefit. Report in writing to the General Manager any financial interest you or any member of your family may have with any individual or party doing business with the Company.

No immediate family member, immediate family member will be defined as "Up to second cousin," shall be employed nor be a vendor or third-party provider of the company, without the express written permission of the majority shareholder of the company. Expressed written permission NOT verbal.

## **GIFTS**

You should not accept any gift or gratuity from any customer, vendor or supplier that may be construed as payment or an obligation to do business with that individual or company. I.e., If you can sign a contract to do business with a company or vendor.



### **NOTICE TO ALL**

No Vendor Supply Agreement, Contract or any obligation that is required payment for products or services over a period of time shall be binding upon Heartland, Inc., Lee Oil Company, Inc. or Lee's Food Mart unless signed and notarized by either the President or CEO of Heartland, Inc.

### **NONDISCLOSURE OF INFORMATION**

As a part of your employment with LEE'S FOOD MART you may have access to confidential and/or proprietary information and records. Confidential information includes but is not limited to: data processing and computer programs and operations; financial information; personnel information and data.

You are prohibited from using, copying or disclosing any such confidential information to any other person, employee, firm, corporation, company or other entity, either during or subsequent to your employment, no exceptions unless authorized in writing by the General Manager.

### **CUSTOMER RELATIONS**

As part of the LEE'S FOOD MART team, you should always respond to customer concerns promptly, courteously and professionally. Remember that courtesy on the telephone is just as important as courtesy in the store. LEE'S FOOD MART preferred response to telephone calls is, "Lee's Food Mart, how may I help you."

### **COMPANY VEHICLES**

Only authorized employees may operate Company-owned vehicles. If you drive a Company-owned vehicle, you should exercise care and caution. You are personally responsible to keep the vehicle clean (Interior and Exterior). Company-owned vehicles are not intended for personal use.

If a vehicular accident occurs and a Company vehicle or customer vehicle is damaged due to your negligence, you will be liable for a \$1,000.00 deductible charge.

### **TOOLS AND EQUIPMENT**

You are responsible for the proper maintenance and handling of all tools and equipment.

### **CONCERNS AND COMPLAINTS**

You are encouraged to bring concerns or complaints about work-related situations to the attention of your Zone Manager or General Manager. Every effort will be made to resolve problems fairly, equitably and promptly.

### **HARASSMENT**

Employees may not physically, psychologically, and/or verbally harass another individual. Harassment is disruptive and can interfere with business. Such actions create an intimidating or offensive environment and reduce productivity. Harassment Policy also applies to ALL Social Media as this will reflect on your work place attitudes and relationship including the ability to perform work task affectively.

### **SOCIAL MEDIA**

The Company respects the rights of employees to use social media as a medium of self-expression on non-working time. Employees must not disclose trade secrets or any information that is proprietary to the Company (non-public business methods and know-how, systems, training materials and instructions for carrying out the company's business, financial and marketing strategies, and plans) in any discussions or postings that take place in this format. An employee must not represent his/her opinions or statements as being those of the Company and must expressly state that his/her postings are "my own and do not represent the company's positions, strategies, or opinions." You are prohibited from posting or displaying comments about employees, customers, guests, affiliates and competitors that are vulgar, obscene, maliciously false, threatening, intimidating, harassing or that are in violation of the company's workplace policies against discrimination, harassment, or hostility based on race, color, sex (including pregnancy), religion, national origin, age, disability, genetic information, sexual orientation, veteran and uniformed services status, or any other status protected by law. Accordingly, harassing comments, obscenities or similar conduct that would violate Company policies is discouraged in general and is never allowed while using Company equipment or during your working time.

All employees are expected to know and follow this policy. Nothing in this policy is designed to interfere with, restrain, or prevent employee communication regarding wages, hours, or other terms and conditions of employment, as employees have the right to engage in or refrain from such activities. If you have any questions regarding this policy, it is recommended that you ask your Zone Manager or Human Resources Representative before acting.

Because this is a constantly evolving area, this policy applies to all current and future social media platforms.

## **SEXUAL HARASSMENT**

Sexual harassment is unlawful and is against LEE'S FOOD MART policy.

Sexual harassment includes but is not limited to: unwelcome sexual advances, requests for sexual favors, and any other verbal or physical conduct of sexual nature. Sexual harassment occurs when submission to or rejection of unwanted sexual conduct is used as a basis for employment decisions that affects the individual, or when unwelcome sexual conduct creates an intimidating, offensive or hostile working environment.

If you believe you have been the subject of sexual harassment because of the actions of a Zone Manager, another employee or a nonemployee, you must immediately report the incident in writing to the General Manager.

All complaints will be investigated promptly. Confidentiality will be protected to the extent reasonably possible. Any employee, Zone Manager or manager who is found to have engaged in harassment or another employee will be subject to appropriate disciplinary action up to and including termination.

## **SEXUAL HARASSMENT POLICY**

LEE'S FOOD MART is committed to providing a safe environment for all its employees free from discrimination on any ground and from harassment at work including sexual harassment. LEE'S FOOD MART will operate a zero-tolerance policy for any form of sexual harassment in the workplace, treat all incidents seriously and promptly investigate all allegations of sexual harassment. Any person found to have sexually harassed another will face disciplinary action, up to and including dismissal from employment.

All complaints of sexual harassment will be taken seriously and treated with respect and in confidence. No one will be victimized for making such a complaint.

**DEFINITION OF SEXUAL HARASSMENT:** Sexual harassment is unwelcome conduct of a sexual nature which makes a person feel offended, humiliated and/or intimidated. It includes situations where a person is asked to engage in sexual activity as a condition of that person's employment, as well as situations which create an environment which is hostile, intimidating or humiliating for the recipient.

Sexual harassment can involve one or more incidents and actions constituting harassment may be physical, verbal and non-verbal. Examples of conduct or behavior which constitute sexual harassment include, but are not limited to:

### **Physical conduct**

- ❖ Unwelcome physical contact including patting, pinching, stroking, kissing, hugging, fondling, or inappropriate touching

- ❖ Physical violence, including sexual assault
- ❖ Physical contact, e.g., touching, pinching
- ❖ The use of job-related threats or rewards to solicit sexual favors

#### **Verbal conduct**

- ❖ Comments on a worker's appearance, age, private life, etc.
- ❖ Sexual comments, stories and jokes
- ❖ Sexual advances
- ❖ Repeated and unwanted social invitations for dates or physical intimacy
- ❖ Insults based on the sex of the worker
- ❖ Condescending or paternalistic remarks
- ❖ Sending sexually explicit messages (by phone, by email or by mail)

#### **Non-Verbal conduct**

- ❖ Display of sexuality explicit or suggestive material
- ❖ Sexually-suggestive gestures
- ❖ Whistling
- ❖ Leering

Anyone can be a victim of sexual harassment, regardless of their sex and of the sex of the harasser. LEE'S FOOD MART recognizes that sexual harassment may also occur between people of the same sex. What matters is that the sexual conduct is unwanted and unwelcome by the person against whom the conduct is directed.

LEE'S FOOD MART recognizes that sexual harassment is a manifestation of power relationships and often occurs within unequal relationships in the workplace, for example between manager or Zone Manager and employee.

Anyone, including employees of LEE'S FOOD MART, clients, customers, casual workers, contractors or visitors who sexually harasses another will be reprimanded in accordance with this internal policy.

All sexual harassment is prohibited whether it takes place within LEE'S FOOD MART premises or outside including at social events, business trips, training sessions or conferences sponsored by LEE'S FOOD MART

Anyone who is subject to sexual harassment should, if possible, inform the alleged harasser that the conduct is unwanted and unwelcome. LEE'S FOOD MART recognizes that sexual harassment may occur in unequal relationships (i.e., between a Zone Manager and his/her employee) and that it may not be possible for the victim to inform the alleged harasser.

If a victim cannot directly approach an alleged harasser, he/she can approach one of the designated staff members responsible for receiving complaints of sexual harassment. This person could be another Zone Manager.

When a designated person receives a complaint of sexual harassment, he/she will:

- ❖ Immediately record the dates, times and facts of the incident(s)
- ❖ Ascertain the views of the victim as to what outcome he/she wants

- ❖ Ensure that the victim understands the company's procedures for dealing with the complaint
- ❖ Discuss and agree the next steps: either informal or formal complaint, on the understanding that choosing to resolve the matter informally does not preclude the victim from pursuing a formal complaint if he/she is not satisfied with the outcome
- ❖ Keep a confidential record of all discussions
- ❖ Respect the choice of the victim
- ❖ Ensure that the victim knows that they can lodge the complaint outside of the company through the relevant country/legal framework

Throughout the complaint procedure, a victim is entitled to be helped by a counsellor within the company. LEE'S FOOD MART will nominate a number of counsellors and provide them with special training to enable them to assist victims of sexual harassment. LEE'S FOOD MART recognizes that because sexual harassment often occurs in unequal relationships within the workplace, victims often feel that they cannot come forward. LEE'S FOOD MART understands the need to support victims in making complaints.

### **Informal complaints mechanism**

If the victim wishes to deal with the matter informally, the designated person will:

- ❖ Give an opportunity to the alleged harasser to respond to the complaint
- ❖ Ensure that the alleged harasser understands the complaints mechanism
- ❖ Facilitate discussion between both parties to achieve an informal resolution which is acceptable to the complainant, or refer the matter to a designated mediator with the company to resolve the matter
- ❖ Ensure that a confidential record is kept of what happens
- ❖ Follow up after the outcome of the complaints mechanism to ensure that the behavior has stopped
- ❖ Ensure that the above is done speedily and within 24 hours of the complaint being made

### **Formal complaints mechanism**

If the victim wants to make a formal complaint or if the informal complaint mechanism has not led to a satisfactory outcome for the victim, the formal complaint mechanism should be used to resolve the matter.

The designated person who initially received the complaint will refer the matter to your Zone Manager or General Manager to instigate a formal investigation. The Zone Manager or General Manager may deal with the matter him/herself, refer the matter to an internal or external investigator or refer it to a committee of three others in accordance with this policy.

The person carrying out the investigation will:

- ❖ Interview the victim and the alleged harasser separately
- ❖ Interview other relevant third parties separately
- ❖ Decide whether or not the incident(s) of sexual harassment took place
- ❖ Produce a report detailing the investigations, findings and any recommendations
- ❖ If the harassment took place, decide what the appropriate remedy for the victim is, in consultation with the victim (i.e., an apology, a change to working arrangements, a promotion if

the victim was demoted as a result of the harassment, training for the harasser, discipline, suspension, dismissal)

- ❖ Follow up to ensure that the recommendations are implemented, that the behavior has stopped and that the victim is satisfied with the outcome
- ❖ If it cannot determine that the harassment took place, he/she may still make recommendations to ensure proper functioning of the workplace
- ❖ Keep a record of all actions taken
- ❖ Ensure that all the records concerning the matter are kept confidential
- ❖ Ensure that the process is done as quickly as possible and in any event with 24 hours of the complaint being made

### **Outside complaints mechanisms**

A person who has been subject to sexual harassment can also make a complaint outside of the company.

### **SANCTIONS AND DISCIPLINARY MEASURE**

Anyone who has been found to have sexually harassed another person under the terms of this policy is liable to any of the following sanctions:

- ❖ Verbal or written warning
- ❖ Adverse performance evaluation
- ❖ Reduction in wages
- ❖ Transfer
- ❖ Demotion
- ❖ Suspension
- ❖ Dismissal

The nature of the sanctions will depend on the gravity and extent of the harassment. Suitable deterrent sanctions will be applied to ensure that incidents of sexual harassment are not treated as trivial. Certain serious cases, including physical violence, will result in the immediate dismissal of the harasser.

### **SUBSTANCE ABUSE**

LEE'S FOOD MART is committed to maintaining a workplace that is free from the effects of drug and alcohol abuse.

LEE'S FOOD MART strictly prohibits the use, possession, manufacture, distribution, dispensation or sale of illegal drugs, drug paraphernalia, controlled substances, unauthorized prescription drugs, or alcohol on Company premises or in Company vehicles or during working hours. In addition, any drug or alcohol activity that adversely affects job performance or job safety or that discredits the Company is prohibited.

## **DRUG TESTING POLICY**

**PRE-EMPLOYMENT:** All prospective employees are subject to undertake a pre-employment urine drug screen test. Any offer or acceptance of employment is contingent upon the successful completion of the controlled substance test with negative results. No one shall be permitted to begin work until the results of the test have been obtained.

**RANDOM:** An unannounced breath alcohol and urine drug screen test given to a predetermined percentage of employees who perform safety-sensitive functions. This selection process will be conducted by the Company's Program Administrator contracted services. The selection process will be objective and anonymous, and shall include safeguards to ensure that the identity of the individual selected cannot be determined prior to or at the time of the selection. Thus, it is possible that one employee can be tested several times while another employee will not be tested at all.

**POST ACCIDENT:** Employees whose performance either contributed to an accident or cannot be completely discounted as a contributing factor to the accident will be tested.

**REASONABLE SUSPICION:** Any employee who has given a Zone Manager reasonable suspicion to believe that the employee is under the influence of a controlled substance or alcohol shall submit to a test. The employee will be transported immediately to the collection site by a Company representative.

**CONFIDENTIALITY:** Each individual's record of testing and results under this policy will be confidential. With the exception of the Program Administrators contacted services, testing laboratory, Medical Review officer and designated personnel employees, or upon request of state agency officials; the results of individual drug test will not be released to anyone without the expressed written authorization of the individual tested. All written records will be stored in locked containers or in secure location with access available only by the designated company officials. Unless an employee gives his or her written consent, the employees alcohol/drug testing records will not be released to a subsequent employer.

## **SMOKING**

In keeping with the Company's intent to provide a safe and healthy work environment, smoking is prohibited throughout the stores for all employees. If an employee must smoke, by law they are required to be 20 feet away from the store.

Tennessee, Kentucky and Virginia, state wide, the state law requires No Smoking in the store.

## **SERIOUS ILLNESS OR DISEASE**

LEE'S FOOD MART is committed to maintaining a healthy and safe work environment for all employees. Employees with long-term, life-threatening, infectious diseases or illnesses may work as long as they are able to satisfactorily perform the essential duties of their jobs and medical evidence indicated that their continued employment does not present a health or safety threat to themselves, other employees or to the public.

## **SEVERE WEATHER**

Severe weather conditions can disrupt Company operations and interfere with work schedules, as well as endanger employees' well-being. If extreme weather conditions require closing the Company, you will be notified by your Zone Manager. If weather or traveling conditions delay or prevent you from reporting to work, you should notify your Zone Manager as soon as possible.

## **TRAVEL/EXPENSE REPORTING**

Travel for business purposes must be approved in advance by your Zone Manager. Reimbursement for travel expenses is contingent upon your submission of a properly completed expense report form, fully documented by accompanying receipts. Expense reports must be submitted within 14 days of the incurred expense.

## **PAY**

LEE'S FOOD MART pay program is designed to attract, retain and reward qualified, capable employees. LEE'S FOOD MART seeks to provide competitive wages and salaries and to treat employees fairly and equitably.

Your rate of pay is confidential and should not be discussed with fellow employees. If you have any questions concerning your pay, consult with your Zone Manager. Specific pay plans will be distributed by your Zone Manager.

**Paychecks and W2's are not sent from the payroll department. You will be able to go online and look at or print out your paystubs and your W2's. Go to the following website to set up your account:**  
[workforce.intuit.com](https://workforce.intuit.com)

**Follow the instructions. You will need your social security number and your last pay stub amount to set up account. You will also need to answer the security questions.**



## **PAY DAYS AND PAY PERIODS**

LEE'S FOOD MART pays employees by direct deposit. The pay period runs from Sunday thru Saturday. The payroll is turned in on Monday and your draft should be in your bank account (or whatever account that you choose) on Friday for previous weeks' time.

Report any discrepancies in your paycheck to the General Manager.

## **TIMEKEEPING**

LEE'S FOOD MART uses a manual and automated time keeping system at each location to determine hours worked. If you are non-exempt employee, you must punch in when you arrive at work and punch out when you leave. Without the approval of your department head, you may punch in no earlier than 10 minutes before starting time, and you may punch out no later than 10 minutes after your scheduled workday has ended. Each employee is required to punch a time clock and must do it personally.

Every employee is to clock in and out each day through our independent automated time system or manual system. These times are to be submitted with payroll for each payroll period. It is **THE EMPLOYEE'S SOLE RESPONSIBILITY TO CLOCK IN AND OUT PERSONALLY. CLOCKING ANOTHER EMPLOYEE WOULD LEAD TO YOUR TERMINATION AND THE EMPLOYEE REQUESTING THAT YOU CLOCK THEM IN WILL ALSO.**

At the beginning and ending of each work shift, employees are required to clock in and clock out via a time system. Writing in time on a time card or time sheet is **NOT ACCEPTABLE AND IS NOT CONSIDERED PROPER PROCEDURE.** Not clocking in and out properly and/or falsifying hours worked could lead to disciplinary action or termination. No employee is allowed to work while off the clock. When the employees shift has ended, they must clock out and leave the premises.

## **PAY DEDUCTIONS**

There are two types of pay deductions: Deductions required by law and deductions that you have authorized. The law requires that regular amounts be deducted from your pay and applied toward payment of your federal, local and state income taxes, if applicable, and to Social Security. LEE'S FOOD MART offers programs and benefits beyond those required by law. You must authorize deductions from your paychecks for the cost of these plans.

## **OVERTIME**

Occasionally you will be called upon to work more than your normal work week and you may be eligible to receive overtime pay. Your Zone Manager will provide you with as much advance notice as possible. Overtime for eligible non-exempt employees must be approved in advance by your Zone Manager. Overtime will be paid to eligible non-exempt employees for time worked in excess of 40 hours per week, at 1-1/2 times your regular rate. Time off with or without pay, including but not limited to holiday, vacation, sick leave, personal leave or leave without pay, will not be counted as hours worked for purposes of calculating overtime. Overtime will normally be paid in the pay period following the period in which it is earned, providing timesheets/cards have been properly prepared, approved and submitted.

## **PAY INCREASES**

LEE'S FOOD MART compensation program is designed to attract, retain and reward talented, capable employees. Periodically, employees will be reviewed for pay increases, which are awarded solely on the basis of merit. A recommendation to award a pay increase is made by your Zone Manager and submitted for approval.

Terry Lee is the only one authorized to grant any pay raise.

## **PERFORMANCE EVALUATION**

A formal evaluation of your job performance will be conducted by your Zone Manager on a periodic basis. Performance evaluations are conducted to provide both Zone Managers and employees the opportunity to discuss job duties, identify and correct weaknesses, encourage and recognize strengths and discuss positive purposeful approaches for meeting Company goals. Zone Managers and employees are strongly encouraged to discuss job performance and goals on an informal day to day basis.

## **VACATION AND PERSONAL DAYS**

LEE'S FOOD MART has vacation and sick/personal leave for Managers. Abuse of attendance or leave policies will result in disciplinary actions. This time must be used within the year awarded and cannot be carried over past the end of the year.

## **ZONE MANAGERS**

Effective January 2023, Zone Managers will receive 2 weeks paid time off or 80 hours of paid time off.

## **STORE MANAGERS**

Store Managers that have been employed for a full year will receive 64 hours paid time off annually per year. Year beginning January 1 of the following year.

Managers are required to work 40 hours per pay period. Any hours less will require the use of paid time off in order to be paid their full amount. Pay based on hourly rate and any time over 40 will be time and a half.

## **ASSISTANT MANAGERS**

Assistant Managers that have been employed for a full year will receive 40 hours paid time off annually per year. Year beginning January 1 of the following year.

Managers and Assistant Managers will be paid for time off at their regular rate of pay.

## **FAMILY MEDICAL LEAVE ACT "FMLA"**

Lee's Food Mart is covered employer under the Family and Medical Leave Act of 1993. FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave in a 12-month period to *eligible* employees for certain family and medical reasons. The 12-month period is a rolling period measured backward from the date of the last leave taken. If no prior family or medical leave was taken, the 12-month period will be measured forward from the beginning of leave. Employees are eligible if they have worked for Lee's Food Mart for at least 12 months and for at least 1,250 hours during the 12-month period preceding the beginning of the leave. Employees; paid/accrued vacation and sick days will run concurrently with the use of FMLA leave. Employees who are on an approved leave of absence may not engage in any form of self-employment or perform work for any other employer during that leave except for military service.

If two or more members of the same family who are entitled to leave under this policy are both employed by the Company, they are together eligible for a combined total of no more than 12 weeks of leave during a 12-month period for the same qualifying event.

Thirty days' notice is required to take leave when the need is foreseeable., such as pregnancy or when the leave can be scheduled, such as for elective surgery. In the event of medical emergencies, the employee must prove the Company with as much notice as practicable.

When an employee works a part-time schedule or variable hours, the amount of leave to which they are entitled will be determined on a pro rata or proportional basis. Eligible employees who are scheduled for less than 40 hours a week will receive the number of weeks of leave that is calculated by multiplying their normally scheduled hours by 12 then divided by 40 hours. The 12-month period for leave will be measured backward from the date the last leave was taken, if applicable, or measured forward from the beginning of leave.

FMLA leave must be taken as consecutive weeks for each incident or may be taken intermittently or on a reduced leave schedule only in the event of a specific medical necessity for the care of either employee (Sick Leave) or qualified family member (Family Care Leave) or a covered servicemember (Military Family Leave) or leave due to qualifying exigencies (Military Exigency Leave). Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the company's operations. When leave is taken on an intermittent or reduced schedule basis, the

employee may be temporarily transferred to an alternative position with the same pay and benefits that better accommodates recurring leave periods than does the employee's regular position.

#### BENEFITS DURING FMLA LEAVE

Any previously accrued seniority shall remain in force however, employees will not be allowed to accrue seniority or other employment benefits during the FMLA leave. An employee who returns to work for at least 30 calendar days is considered to have returned to work.

Employees taking leave under the FMLA are entitled to receive health insurance benefits during the leave at the same level and terms of coverage as if they had been working throughout the leave. In the event that a new group health plan is provided or changes are made in the plan while an employee is on FMLA leave, the employee is entitled to the new or amended benefits to the same extent as if the employee were not on leave. The Company's obligation to continue group health insurance (except as required by the Consolidated Omnibus Budget Reconciliation Act – COBRA) ceases when the employee notifies the Company of their intent not to return to work. The portion of the health insurance premium that the employee pays must be paid at the same times as it would be made if by payroll deduction. If an employee does not return from a FMLA leave, the Company will recover the premiums paid on the employee's behalf during the *unpaid* portion of the leave, unless the employee did not return to work because of the continuation, recurrence or onset of a serious health condition, or some other reason beyond the employee's control. An employee may also continue to keep other group insurance plans such as term life, AD&D, disability and cancer insurance in effect while they are on FMLA leave by paying the normal premium amount payroll deducted. These premiums would also be due at the same time as if they were made by payroll deduction. In the event an employee's insurance premium payment is more than 30 days late, the Company may discontinue the employee's coverage.

An employee who does not return from a FMLA leave or who fails to make timely group health premium payments during a FMLA leave may elect to continue coverage under COBRA. Arrangement to pay premiums must be made prior to the FMLA leave.

The Company will require a physician's certification of the medical necessity for all leaves that are based on the serious health condition of an employee or the need to care for a seriously ill child, spouse or parent of the employee, or a covered servicemember. For the employee's own Sick Leave, certification must include a statement that the employee is unable to perform the functions of the job and an estimate of the amount of time it will take the employee to recuperate. For a Family Care Leave or Military Family Leave, the documentation must include certification of the medical necessity of the employee's care and an estimate of the amount of time the employee is needed to care for the spouse, child or parent.

An employee who is taking FMLA leave is required to report every 30 days their status and intent to return to work upon completion of leave. The employee must keep the Company advised of their expected date of return. The Company will require a statement from the employee's physician upon return from Sick Leave, certifying that the employee is able to resume work. This certification must be presented to the employee's General Manager prior to the commencement of work. The Company will reinstate an employee return from FMLA leave to the same job or one of equivalent pay, benefits and other employment terms for which they are qualified. If the same job or one of equivalent pay and benefits is not available as a result of a reduction in force, the employee will be treated in the same manner as though they were not on leave at the time of the reduction in force.

Whenever a "key employee" takes a FMLA leave, that employee may be denied restoration to their job, in the event restoration will cause substantial and grievous economic injury to the Company's operation. A key employee is defined as a salaried, FMLA eligible employee who is among the top 10% salary level of all Company employees and who works within 75 miles of the worksite. Employees will be notified of their status as a key employee, when applicable, after they request FMLA leave.

Family medical leave will be granted for any of the following reasons:

1. For incapacity due to pregnancy, prenatal medical care or child birth.
2. To care for employee's child after birth, or placement for adoption or foster care.
3. To care for the employee's spouse, son or daughter, or parent who has a serious health condition.
4. For a serious health condition that makes the employee unable to perform their job.
5. Because of a qualifying exigency arising out of the fact that your spouse, son, daughter, or parent is on active duty or call to active-duty status in support of a contingency operation as a member of the National Guard or Reserves.
6. Because you are the spouse, son, daughter, parent, or next of kin of a covered service-member with a serious injury or illness.

The start date for the leave will be either:

1. The date of birth of the employee's child or placement of a foster or adopted child.
2. The first day of medical necessity for the employee's presence by the qualifying family member or servicemember.
3. In the event of disability, the first day an employee cannot perform the requirements of their job.

The ending date is the earliest of the following dates:

1. When the employee requests to return to work.
2. When a total of 12 weeks of leave has been taken for one or more of the qualifying reasons.
3. In the event of a birth or placement of a child, the expires 12 months from the date of the birth or placement.
4. In the event of a leave related to disability of the employee or a family member or servicemember, the end of the medical necessity for the leave.

Management reserves the right to review and approve the required documentation and conditions of any leave of absence. Based upon that approval, eligible employees may receive FMLA leave for any of the six reasons previously stated.

#### PARENTAL LEAVE

Often called "maternity" or "paternity" leave, Parental Leave is time off from work for female and male employees who are physically able to work but who choose to remain home and care for newborn, newly adopted, or recently placed foster children. The employee must be a natural parent, adoptive parent, foster parent or an individual standing in "loco parentis" for a child who is under 18 years of age, or if older must be incapable of self-care because of mental or physical disability. Leave to care for a child must be completed with 12 months of the child's birth or placement. Employees on Parental Leave of 12 weeks or less will be required to use accrued vacation days starting at the beginning of the leave schedule only with specific approval by Company management.

#### FAMILY CARE LEAVE

Employees may be granted a Family Care Leave for the purpose of caring for a child (including biological, adopted, foster and stepchildren under the age 18, or age 18 and older if incapable of self-care because of a mental or physical disability), spouse (meaning legal married spouse) or parent (not including in-laws) who has a serious health condition.

Certification of the family member's serious health condition, both before the leave begins and on a periodic basis by the family member's health care provider will be required. If the Company desires, it

may at its sole discretion require and pay for a second medical opinion of the necessity for family and medical leave. If first and second opinions differ, the Company may require and pay for a binding opinion of a third health care provider, jointly approved by the Company and the employee. The Company will reimburse the employee or family member for any reasonable out-of-pocket travel expenses incurred in obtaining the required second or third medical opinion. If the employee fails to provide the required certification, the leave is not considered FMLA leave, and thus the leave is not protected under the FMLA and the employee does not enjoy the protections of the act.

Employees on Family Care Leave of 12 weeks or less will be required to use accrued vacation days starting at the beginning of the leave. Paid sick days, with the exception of using the maximum number of Personal Days accrued, may not be used for a Family Care Leave.

## SICK LEAVE

Employees who suffer from their own serious illness or injury may be granted a Sick Leave. A serious health condition includes any illness, injury, impairment or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. This type of leave covers disabilities caused by pregnancy, childbirth, or other related medical conditions, as well as job-related injuries covered by workers' compensation.

Certification of an employee's need for Sick Leave, both before the leave begins and on a periodic basis thereafter by their health care provider, will be required. If the Company desires, it may at its sole discretion require and pay for a second medical opinion of the necessity for family and medical leave. If first and second opinions differ, the Company may require and pay for a binding opinion of a third health care provider, jointly approved by the Company and the employee. The Company will reimburse the employee for any reasonable out-of-pocket travel expenses incurred in obtaining the required second or third medical opinion. If the employee fails to provide the required certification, the leave is not considered FMLA leave, and thus the leave is not protected under the FMLA and the employee does not enjoy the protection of the act.

Employees returning from a Sick Leave must provide fitness for duty certification from their health care provider of their ability to perform the functions of their job. This must be presented to the employee's Zone Manager prior to returning to work. Employees on Sick Leave of 12 weeks or less will be required to use accrued vacation days starting at the beginning of the leave. Paid sick days, up to the maximum the employee has accumulated at the time the leave begins, will also be used for a Sick Leave once accrued vacation days have been exhausted. However, employees off due to a job-related injury covered by workers' compensation will not be eligible to use paid vacation or sick days as they will be receiving salary benefits from that insurance program.

## MILITARY EXIGENCY LEAVE

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.

## MILITARY FAMILY LEAVE

This special leave entitlement 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 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. Certification from the health care provider of the family member's serious injury or illness, both before the leave begins and on a periodic basis thereafter, will be required.

#### PROCEDURES FOR FMLA LEAVE

Employees must follow specific procedures to request a family or medical leave. There procedures are as follows:

1. **Complete the "Family and Medical Leave Request Form".** Complete this form, sign it, submit to your Zone Manager for signature, make a copy of it, and return it to the Personnel Officer. If possible, the for should be submitted 30 days in advance of the effective date of the leave.
2. **Complete an "Insurance Premium Recovery Authorization Form."** This form certifies that the employee acknowledges the Company's legal right to recover the cost of any premium paid by it to maintain coverage in group health insurance plan during any period of unpaid leave except under the following conditions:
  - a. The continuation, recurrence, or onset of a serious health condition that entitles the employee to leave to care for a child, parent or spouse with a serious health condition or if the employee is unable to perform the functions of the position due to their own serious health condition.
  - b. Other conditions beyond the employee's control that prevent them from returning to work.
3. **Have the "Certification of Health Care Provider Form"** completed by your physician or practitioner if requesting leave due to illness. This form may be requested from the Human Resources Department.

#### MEDICAL AND DENTAL APPOINTMENTS

Whenever possible, you should schedule medical or dental appointments before or after work or, if necessary, at the beginning or end of the business day.

#### BEREAVEMENT

Upon notice to your Zone Manager or to LEE'S FOOD MART, you may be granted up to 3 days unpaid leave for a death in your immediate family. Immediate family includes your spouse, child, step-child, father, mother, step-parents, sister, step-sister, brother, step-brother, grandparents or parents-in-law. One day unpaid leave may be granted for the death of a relative other than the immediate family members.

## **BENEFITS**

The following benefit plan descriptions contain highlights and general information. They do not constitute any type of contract concerning the plans. The benefits described are more fully explained in applicable plan documents, insurance contracts and summary plan descriptions. In case of a dispute, if there is a discrepancy between the information in this handbook and the summary plan description or plan documents, the summary plan descriptions or plan documents will govern. LEE'S FOOD MART reserves the right to amend, modify and reduce the benefits provided or terminate any of its plans at any time. Any amendment, modifications, reduction or termination may be made without prior notice to participants except as required by law.

### **MEDICAL BENEFITS**

LEE'S FOOD MART offers medical coverage to full-time Store Managers and Assistant Managers and their eligible dependents. Qualifying employees are eligible to participate the first of the month following 60 days of employment. The cost for your coverage is shared by you and the Company. The cost of dependent coverage is paid in full by you.

In the event an employee is off on unpaid leave, Company will pay its portion of the health insurance and the employee will pay their portion for two months. After the two-month period, if the employee is still on unpaid leave, it is the employees' responsibility to pay the full amount of the health insurance.

### **DENTAL AND VISION BENEFITS**

Dental and Vision coverage is available to LEE'S FOOD MART employees and their eligible dependents.



## **LEGALLY MANDATED BENEFITS**

## **WORKERS' COMPENSATION**

Workers' Compensation insurance provides compensation to replace a percentage of lost wages after a waiting period and payment for eligible medical expenses. The cost of workers' compensation insurance is fully paid by the Company.

Contact the General Manager immediately and in writing if you are injured on the job or believe that you have developed an occupational disease. In case of a severe injury, seek emergency medical care immediately and notify your Zone Manager as soon as possible.

Drug testing may be required if injured while on the job.

## **UNEMPLOYMENT INSURANCE**

Unemployment insurance provides partial income replacement during periods of short term, involuntarily unemployment. The benefit payment amount and duration of payments are set by legislation. LEE'S FOOD MART makes required contributions to the Federal Government and to the state.

## **SOCIAL SECURITY**

Social Security is a federal program providing old-age, survivors and disability benefits for workers. Contribution amounts are withheld from your pay, along with an equal amount from LEE'S FOOD MART and are forwarded to the Federal Government.

## **MEDICARE**

Medicare is a federal program that provides medical coverage for eligible retirees or disabled workers and their eligible dependents. Employee contribution amounts are withheld from your pay, along with an equal amount from LEE'S FOOD MART and are forwarded to the Federal Government.

## **STATUS OF BENEFITS AT TERMINATION**

If you terminate your employment at LEE'S FOOD MART your benefits are generally cancelled as of your last day of employment. However, as a terminated employee, you may have rights and responsibilities under the employee benefits programs. Health plans are subject to continuation provisions under COBRA. Contact your Zone Manager for additional information.

The last day you are actively at work will be considered the termination day. Compensation for personal or vacation days is not payable upon termination.

If you leave the Company, you will be asked to pay off any outstanding debts to the Company and to turn in any uniforms, tools, keys, training materials or other Company property. Once Company's management is satisfied that all accounts are clear, a final paycheck will be issued to the employee in accordance with state law.

