

# **Welcome New Employee!**

On behalf of your colleagues, we welcome you to our team and wish you every success in your employment with us.

We believe that each employee contributes directly to our growth and success, and we hope you will take pride in being a member of our team.

This handbook was developed to describe some of the expectations and outline the policies regarding our employees.

Employees should read and familiarize themselves with the content of this manual as soon as possible.

We hope that your employment with us will be challenging, enjoyable and rewarding.

Welcome to the team!

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

## **Introductory Statement**

This Handbook (the “Handbook”) is designed to acquaint you with Spartan Invasion LLC, d/b/a/ JET’S PIZZA (hereinafter the “Company”) and provide you with information about your employment with us. You should read, understand and comply with the provisions of this Handbook. It describes many of your responsibilities as an employee.

**POLICIES SET FORTH IN THIS HANDBOOK ARE NOT INTENDED TO AND DO NOT CREATE A CONTRACT OF EMPLOYMENT BETWEEN THE COMPANY AND ITS EMPLOYEES.**

The provisions of this Handbook have been developed at the discretion of our management and, except for its policy of employment-at-will, may be amended, or cancelled at any time at the Company’s sole discretion. This Handbook supersedes all previous policies and practices, and may not be amended or added to without the express written approval of the Company. Employees will be notified of changes to this Handbook.

### **A. Employee Food Purchases**

- a) All employees are required to pay for his or her food or drink. Employees will receive a discount equal to 30% off the stated menu prices for all food and drink items purchased during working hours only. No glass containers are allowed in the store.

### **B. Rest and Meal Periods – For Minors Only**

- a) Minors will be employed in accordance with the applicable state and federal laws, including pertinent provisions of the Fair Labor Standards Act.

### **C. Workplace Safety Program**

This program is a top priority for our Company. The staff Manager of each shift has the responsibility for implementing the safety program. Its success depends on the alertness and personal commitment of all.

The Company provides information to employees about workplace safety and health issues through regular internal communication channels such as management-employee meetings, bulletin board postings, memos, or other written communications.

Some of the best safety improvement ideas come from employees. Those with ideas, concerns or suggestions for improved safety in the workplace are encouraged to raise their concerns to the attention of the Manager. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports can be made without fear of reprisal.

Each employee is expected to completely comply with safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate Manager.



Employees who violate safety standards, who cause hazardous or dangerous situations or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, including termination of employment.

In case of accidents that result in injury, or regardless of how insignificant the accident may appear, employees must immediately notify the Manager. Such reports are necessary to comply with laws and initiate insurance and worker's compensation benefits procedures.

To ensure the safety to all our employees and customers, we will make every effort to provide a safe, healthy and accident-free environment. Employees must:

- a) Report any unsafe conditions, equipment or property to management
- b) Become familiar with the locations of fire extinguishers and emergency exits
- c) Keep all work areas clear, orderly and without obstructions
- d) Refrain from using, adjusting or repairing equipment, unless qualified and authorized to do so

#### **D. Equal Opportunity**

Our Company is an Equal Employment Opportunity employer. Our Company does not discriminate in employment opportunities or practices on the basis of race, color, religion, gender, national origin, citizenship, age, protected disability, marital or pregnancy status, military/veteran history or status, genetic information, height, weight or any other characteristic protected by law.

This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination and access to benefits and training.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their Manager. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

#### **E. Job Posting and Employee Referrals**

Our Company provides employees an opportunity to indicate their interest in open positions and advancement within the organization according to their skills and experience.

Job openings will be posted on the employee bulletin board and will normally remain open for (10) days. The job postings may include information such as the dates of the posting period, job title, department, location, grade level, job summary, essential duties and qualifications (required skills and abilities) for the position.

To be eligible to apply for a posted job, employees must have performed competently for at least three hundred sixty five (365) calendar days in their current position. Employees who



have received a written warning in the past six (6) months, or are on probation or suspension, are not eligible to apply for posted jobs. Eligible employees can only apply for those posted jobs for which they possess the required skills, competencies and qualifications.

To apply for an open position, employees should submit a job posting application to the Manager listing job-related skills and accomplishments. The application should describe how their current experience with our Company and prior work experience and education qualifies them for the position.

An applicant's Manager may be contacted to verify performance, skills or attendance. Any staffing limitation or other circumstances that might affect a prospective transfer may also be discussed.

Job posting is a way to inform employees of openings and to identify qualified and interested applicants who might not otherwise be known to the hiring Manager. Other recruiting sources may also be used by the Company to fill open positions.

The Company also encourages employees to identify friends or acquaintances that are interested in employment opportunities and refer qualified outside applicants for posted jobs. Employees should obtain permission from the individual before making a referral, share their knowledge of the organization, and not make commitments or verbal promises of employment.

An employee should submit the referral's resume and completed application form to the Manager for a posted job. If the referral is interviewed, the referring employee will be notified of the initial interview and final selection decision.

## **Procedures**

### **A. Nature of At-Will Employment**

This Handbook is intended as a general reference guide to the policies, rules and conditions governing your employment with our Company. This Handbook is not intended to be a contract of employment. Your employment relationship is terminable at the will of the Company or you. This means that Employment with our Company is voluntarily entered into and the employee is free to resign at any time with or without cause. Similarly, the Company may terminate the employee at any time, with or without notice or cause, as long as there is no violation of applicable federal or state law.

### **B. Employee Relations**

Our Company believes the work conditions and wages it offers are competitive with those offered by other employers in this area and industry.

If employees have concerns about work conditions or compensation, they are strongly encouraged to telephone the Jet's Pizza Corporate Office at 586-268-5870.



### **C. Accuracy of Employment Applications**

Our company relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications or material omissions in any of this information or data may result in the Company's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of the employment.

### **D. Introductory Period**

The introductory (or probationary) period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. Our Company uses this period to evaluate employee capabilities, work habits and overall performance. Either the employee or the Company may end the at-will employment relationship at any time during or after the introductory period, with or without cause or notice.

All new and rehired employees work on an introductory basis for the first thirty (30) days after their date of hire (the "Introductory Period"). Any absence of more than two (2) days during the Introductory Period will automatically extend the Introductory Period by the length of the absence.

If the Company determines that the designated Introductory Period does not allow sufficient time to thoroughly evaluate the employee's performance, the Introductory Period may be extended by the Company for a specified period.

Upon satisfactory completion of the Introductory Period, employees enter the "regular" employment classification.

During the Introductory Period, the employee shall still be eligible for any benefits that are required by law, such as worker's compensation insurance and Social Security.

### **E. Personal Data Changes and Dress Code**

It is the responsibility of each employee to promptly notify the Company of any changes in personal data. Personal mailing addresses, telephone number, cell phone number, names of dependents, individuals to be contacted in the event of emergency, educational accomplishments and other such status reports should be accurate and current at all times. The employee shall promptly notify the Manager if any personal data has changed. The appearance and dress code of our employees reflects upon the image of our Company. Your appearance is the first impression our customers and other employees see. Therefore, it is necessary to maintain unusually high standards for appearance and dress codes. All employees represent the Company. A well-groomed employee in a clean uniform reflects a positive image of the services of the Company.



## **New Employee Uniform**

- a) A new employee will be provided with (2) red Jet's Pizza polo shirts and (1) hat from our Company prior to working his or her first shift.
- b) Employees may be disciplined for lost or damaged shirts. The employee will be required to have (2) shirts available for their use throughout employment with the Company.
- c) The new employee is responsible for purchasing his or her black pants or shorts and black shoes.
- d) If the new employee leaves during his or her first thirty (30) days of employment with our Company the shirts must be returned to the Company in good condition.

## **Dress Code and Guidelines**

- a) Clean approved red Jet's Pizza polo shirt
- b) Clean approved black pants or short (knee length only) are also acceptable, provided the garment is free of all written logos (not including the logos of our Company)
- c) Hats are required at all times. All hats must bear a Jet's logo only
- d) Clean green, red or black apron which will be provided by the Company
- e) Clean uniform
- f) Safety shoes with a slip resistant sole; no sandals or open toe shoes are allowed
- g) No jewelry of any kind is allowed (including facial piercings and earrings)
- h) Shoulder length or longer hair must be tied back or with a hair net
- i) Clean shaven daily
- j) Daily showers are required
- k) Nails must be clean at all times (no nail polish)
- l) Fake nails or extensions are prohibited
- m) Cuts require a Band-Aid and a protective glove
- n) Gloves must be worn during the preparation of subs, salads or any other pre-cooked food
- o) Touching a foreign object requires sanitized hand washing
- p) Restroom practices require sanitized hand washing with an anti-bacterial soap
- q) After handling money and the register, wash hands with an anti-bacterial soap
- r) Heavy scented perfumes are not allowed. The odor may be offensive to our customers and workers.
- s) Jet's Pizza uniforms are to be worn at work ONLY (not on leisure time)
- t) Tattoos should be covered

## **E. Work Time**

Management must always approve overtime work before it is performed. Altering, falsifying, tampering with time records or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment. Notwithstanding prior authorization from the Manager, employees should report to work no more than five (5) minutes prior to their scheduled starting time and stay no more than five (5) minutes after their scheduled stop time. Excluding drivers, if an employee leaves the store at any time during a shift, the employee MUST punch out.



## **G. Overtime**

In the event operating requirements or other needs cannot be met during regular working hours, employees may be given the opportunity to volunteer for overtime work assignments. If an ample number of employees do not volunteer for the additional work hours, employees may be required by the Company to work additional hours.

All overtime work MUST receive the Manager's prior authorization.

Overtime compensation is paid to all non-exempt employees in accordance with federal and state wage and hour restrictions. Overtime pay is based on actual hours worked. Time off on sick leave, vacation leave or any leave of absence will not be considered hours worked for purpose of overtime calculations.

## **H. Work Schedules**

The normal work schedule for all students will meet federal and state requirements. The Manager will advise employees of the times their schedules will normally begin and end by means of a work schedule. It is the employee's responsibility to follow the posted work schedule. Staffing needs and operational demands may necessitate variation in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

## **I. Absence and Tardiness**

Employee tardiness and absences will NOT be tolerated. Because we rely on teamwork, excessive absences and tardiness disrupt the flow of services to our guests. Continuous absences and tardiness may result in disciplinary action, up to and including termination of employment. A no call, no show, is considered an unexcused absence. One (1) unexcused absence may result in immediate termination.

## **J. Illness and Emergency**

In the event an employee is ill, has an emergency arise or cannot work during their schedule time for any other reason, the employee shall call the Manager and explain the situation as soon as possible. A doctor's excuse may be requested by the Manager.

## **K. Pay Advances**

The Company does NOT provide pay advance on unearned wages to employees

## **L. Pay Deductions**

The law requires that the Company make certain deductions from every employee's compensation. Among those deductions are applicable federal, state and local income taxes. The Company also must deduct social security taxes on each employee's earnings up to a specified limit, often referred to as the social security "wage base". The Company matches the amount of social security taxes paid by each employee.

## **M. Paydays**

All employees are paid bi-weekly. Each paycheck will include earnings for all work performed through the end of the previous payroll period.

## **N. Lost Paychecks**

Lost checks require a thirty-five and 00/100 dollar (\$35.00) stop payment fee before a new check can be issued. It is the responsibility of the employee to cover this cost. The stop payment fee may be deducted from the employee's paycheck.

## **O. Non-Disclosure**

The protection of confidential business secrets or other confidential information and trade secrets is vital to the interests and the success of the Company. Such confidential information includes, but is not limited to, the following:

- a) Recipes
- b) Computer processes
- c) Computer programs and codes
- d) Customer lists
- e) Customer preferences
- f) Company financial information
- g) Marketing strategies
- h) New materials research
- i) Pending projects and proposals
- j) Proprietary production processes
- k) Research and development strategies
- l) Scientific data
- m) Scientific formulas
- n) Scientific prototypes
- o) Technological data
- p) Technological prototypes

Employees may be required to sign a confidentiality agreement as a condition of employment. Employees who improperly use or disclose Company trade secrets or confidential business information may be subject to disciplinary action, up to and including termination of employment or other legal action.

## **P. Work Rules**

The following is a list of prohibited activities that all employees are expected to follow. This list is not inclusive. Violations of company policies not listed below will be handled on an individual basis. Violations of these rules or any other policy or procedure may result in discipline, up to and including termination.

- a) Theft of ANY kind. Theft includes, without limitation, taking cash, food or drink or giving way of food or drink without payment, credit card manipulation.
- b) Insubordination. For example, not following a direct order from a Manager



- c) Intentional destruction of the property of the Company, its employees or its guests
- d) Violating health or safety regulations
- e) Use of threatening, intimidating, disrespectful, inappropriate gestures, offensive language with any employee or guest on the Company premises
- f) Zero tolerance for possession or use of weapons including firearms (licensed or unlicensed) anywhere on Company property or leased buildings. To enforce this policy and protect our employees' safety, the Company reserves the right to search all, packages, containers, purses, backpacks or persons entering or located on the Company property. The Company may contact the authorities to search an employee's vehicle should there be cause.
- g) Excessive tardiness
- h) Unexcused absences
- i) Leaving the premises during your shift or punching out without management approval
- j) Possession, sale or use of alcohol or drugs on Company premises or during work hours
- k) Working while under the influence of alcohol or drugs
- l) Falsification of application for employment or any company reports, records, statements, time cards or documents
- m) Use of telephones for personal calls. All personal calls must be made outside of working hours. **THERE WILL BE ABSOLUTELY NO USE OF CELL PHONES DURING WORKING HOURS.** Cell phones may be used on breaks only and OUTSIDE OF THE STORE. The Company's store phone will be available for EMERGENCIES ONLY. Managers will be allowed cell phones for BUSINESS USE ONLY.  
If an employee is caught in violation of our telephone policies the following rules apply:
  - 1) First offense, written warning by Manager
  - 2) Second offense, written warning by Manager and possibly sent home for the shift by Manager
  - 3) Third offense is subject to disciplinary action, up to and including termination of employment
- n) Punching another employee's time card
- o) Allowing visitors on the premises only after Management approval
- p) **THERE WILL BE NO VIDEO RECORDING, CELL PHONE RECORDING OR INTERNET USAGE** for personal use or anywhere on or around the premises during work time. Violation of this policy is subject to disciplinary action, up to and including termination of employment or other legal action.
- q) Insulting, embarrassing, hurtful, abusive, threatening, or unwanted comments of any kind are prohibited
- r) Physically fighting or assaulting any employee or guest on the Company premises
- s) All safety procedures must be followed

## **Q. Work Permits**

A minor shall not be employed in an occupation regulated by applicable state or federal law unless the minor provides the Company:

- a) A current work permit, a written training agreement between the employer and the school the minor attends or proof of emancipation
- b) Proof of completion of graduation for minor sixteen (16) to seventeen (17) years old
- c) Proof of passing the G.E.D. for seventeen (17) year old minors



## **R. Policy and Procedures on Disciplinary Actions with Employees**

The nature and severity of disciplinary action will depend on the nature and severity of the infraction and the circumstances of each case. Possible disciplinary action includes a verbal warning, first written warning, second written warning or termination.

## **S. Sexual Harassment**

Federal and state laws prohibit unwelcome sexual advances, requests for sexual favors and other unwanted verbal or physical conduct or communications of a sexual nature, which in any way relates to one's employment, interferes with one's work performance or creates an intimidating, hostile or offense working environment.

The Company firmly supports the enforcement of those laws. It is our policy to prohibit such sexual harassment of one employee by another employee, non-employee or management. The purpose of this policy is to ensure that no employee is sexual harassed in the workplace and that no employee is led to believe that his or her employment depends on, or is affect in any way by, submission to or rejection of such conduct if not satisfied. Please call the Jet's Pizza Corporate Office at 586-268-5870 if you have any questions.

## **T. Disability Accommodation**

The Company is committed to complying fully with the Americans with Disability Act (ADA) and ensuring equal opportunity in employment for qualified person with disabilities.

It is the Company's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job.

Consistent with this policy of non-discrimination, the Company will provide reasonable accommodations to a qualified individual with a disability, as defined by the applicable laws and regulations, who has made the Company aware of their disability, provided that such accommodation does not constitute an undue hardship on the Company.

Otherwise qualified individuals with or regarded as having a disability may request an accommodation. If you believe you are currently disabled or become disabled during your employment, contact the Corporate Offices to discuss reasonable accommodations that may enable you to perform the essential functions of your job.

This policy is neither exhaustive nor exclusive. The Company is committed to taking all other actions necessary to ensure equal opportunity for persons with disability in accordance with the ADA and all labor law posters will be displayed prominently as required by applicable federal and state laws.

## **U. Drug-Free Workplace**

In an effort to make the Company a drug-free working environment, the Company STRICTLY PROHIBITS the distribution, sale or possession of any illegal controlled substance on the Company premises. **An employee is prohibited from reporting to**



**work under the influence of alcohol, narcotics, or drugs other than those prescribed by a physician.** Drug testing may be conducted by the Company at any time in accordance with the applicable state and federal law. **In particular, in response to a workplace accident, if an employee appears intoxicated, is in an automobile accident while on a delivery or returning from a delivery, or otherwise appears to be visibly under the influence of a substance.** The possession of open alcoholic beverages or any type of drugs on the Company premises or parking lots is prohibited. Violation of this drug-free policy may result in immediate termination.

## **V. Delivery Drivers**

All delivery drivers must provide Manager with:

- a) A copy of a current valid driver's license
- b) Current copy of proof of auto insurance

Driving history reports may be randomly requested on drivers from time to time by the Company for any reason.

### **Driver Pay**

- Drivers will be paid a split wage for time spent on-the-road and time spent in-store.
- In-store wage shall be \$7.25/hour.
- On-the-road wage shall be \$4.25/hour.
- Drivers will receive non-taxable reimbursement of \$1.50/delivery taken.
- Drivers are **REQUIRED TO REPORT ALL TIPS** this includes all credit card AND cash tips.
- The Company shall claim \$3.00 as a tip credit for the on-the-road wages paid to drivers, however, such tip credit shall not exceed the amount of tips actually received by the driver.
- In the highly unlikely event that a driver earns less than \$4.25 per hour on-the-road, The Company shall increase the driver's wage such that the driver shall earn \$7.25/hour on-the-road.
- This tip credit shall not apply to any tipped employee unless the employee has been informed of these tip credit provision and this letter serves as such notification Employee shall sign and submit a tip credit acknowledgment.
- Drivers shall keep a personal mileage log and complete and sign the "Daily Driver Checklist" showing starting and ending odometer readings and all tips received during the shift.
- Odometer readings must be entered into the POS system at the end of every shift in order for drivers to receive mileage reimbursement.

## **W. Hiring of Relatives**

The hiring of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in the treatment at work, personal conflicts from outside the work environment can be carried onto day-to-day working relationships.

Although the Company has no prohibition against hiring relatives of existing employees, we are



committed to monitoring situations. Relatives are prohibited from reporting to one another in a supervisory manner.

In case of actual or potential problems, the Company will take action. These actions may include reassignment, or if necessary, termination of one or more of the individuals involved. For purposes of this policy, a relative is any person who is related by blood, marriage or whose relationship is otherwise established by applicable law.

#### **X. Use of Phone, Email System, and Internet Policy**

**THERE WILL BE ABSOLUTELY NO USE OF CELL PHONES DURING WORKING HOURS. THERE WILL BE NO VIDEO RECORDING, CELL PHONE RECORDING OR INTERNET USAGE DURING WORK TIME.**

Personal use of telephones on the premises for outgoing calls, including local calls, is STRICTLY PROHIBITED without a Manager's approval for emergencies only.

**USING YOUR CELL PHONE FOR TEXTING, RECORDING, OR TAKING PHOTOGRAPHS** is not allowed during working hours on the Company's premises.

To ensure effective telephone communications, employees should always use the approved greeting and speak in a courteous and professional manner. Please confirm information received from the caller, and hang up only after the call has done so.

#### **Y. Smoking**

In order to provide a safe and healthy work environment, smoking in the workplace is strictly prohibited. There is a designated area outside the back door available for smoking. Smoke breaks may be taken during slow business hours or as approved by the Manager. Please be courteous and use the containers available for disposable of cigarettes.

#### **Z. Lost or Stolen Articles**

The company is not responsible for lost or stolen articles. The Company recommends that employees keep valuables at home.

#### **AA. Emergency Closings**

At times, emergencies such as severe weather, fires, power or equipment failures and other conditions can disrupt Company operations. In extreme cases, these circumstances may require the closing of a work facility. The Manager will notify the employees if a situation arises which requires the closing of the work facility.

#### **BB. Workplace Monitoring**

Workplace monitoring may be conducted by the Company to ensure quality control, employee safety, security and customer satisfaction. Because the Company is sensitive to the legitimate privacy rights of its employees, every effort will be made to guarantee that workplace monitoring is done in an ethical and respectful manner.



## **CC. Time Period for Claims**

As a condition of employment and continued employment, you agree not to file any action, demand for arbitration, suit or charges relating to your employment or application for employment with the Company more than 180 days (or in less time if any applicable law so requires) after the event and/or employment practice or action complained of and you agree to waive any state or federal statutes of limitation to the contrary (except those requiring a shorter period), to the extent permitted by applicable law. While you understand that the statute of limitations for claims arising out of an employment related action may be longer than 180 calendar days, you agree and understand that any employer action that is the subject of a lawsuit, demand for arbitration, or action, including those related to discrimination, benefits, termination of employment, or other terms or conditions of employment, is barred if it is not filed within the 180 day period (or in less time if any applicable law so requires) and you understand and agree that the 180 day period (or applicable shorter period) will not be extended for any reason, including continuing violations and you agree to waive the application of continuing violations doctrines. You also understand that the enforceability of the waiver of longer statutory periods will be determined by the applicable state and or federal law. This provision does not prohibit the timely filing of a charge of discrimination with any administrative agency under federal or state law, including the EEOC, and the agency's right to investigate is maintained.

However, filing a charge or claim with an administrative agency, including the EEOC or internally with the Company, does not toll (hold in abeyance) the 180 calendar day period for filing of any action, demand for arbitration or suit and if you wish to obtain individual relief, you understand that any action, claim for arbitration or suit must be filed within 180 days of the complained of action.

## **DD. Termination of At-Will Employment**

EXCEPT FOR THE DISPUTE RESOLUTION POLICY AND PROGRAM AND THE TIME LIMIT FOR CLAIMS, THIS HANDBOOK IS NOT INTENDED AND SHALL NOT BE INTERPRETED AS CREATING AN EMPLOYMENT CONTRACT. EMPLOYMENT WITH THE COMPANY IS "EMPLOYMENT AT-WILL". THIS MEANS THAT THE EMPLOYEE OR THE COMPANY FOR ANY REASON AND AT ANY TIME MAY TERMINATE THE EMPLOYMENT OF THE EMPLOYEE BY THE COMPANY.

DURING THE TERM OF THE EMPLOYMENT, EMPLOYEE IS OBLIGATED TO FOLLOW THE POLICIES OF THE COMPANY. NO EMPLOYEE OF THE COMPANY OTHER THAN THE MANAGEMENT TEAM HAS THE AUTHORITY TO ENTER INTO ANY EMPLOYMENT AGREEMENT, ORAL OR WITTEN ON BEHALF OF THE COMPANY.

ONLY THE OWNER HAS THE AUTHORITY TO ENTER INTO AGREEMENT CONTRARY TO THE AT-WILL RELATIONSHIP OR THE TIME PERIOD FOR CLAIMS AS SET FORTH ABOVE AND SUCH AGREEMENT MUST BE IN WRITING, MUST SPECIFICALLY STATE THAT THE EMPLOYEE'S TERM OF EMPLOYMENT IS FOR A FIXED TERM AND IS NOT TERMINABLE "AT WILL" OR THAT THE TIME PERIOD FOR CLAIMS IS ALTERED AND THE AGREEMENT MUST BE SIGNED BY THE EMPLOYEE AND THE OWNER. NO OTHER PRACTICE, PROCEDURE, WRITTEN OR ORAL POLICY OR STATEMENT BY ANYONE, INCLUDING



OTHER MANAGEMENT PERSONNEL, MANAGERS, OR REPRESENTATIVES, CAN ALTER THE AT-WILL RELATIONSHIP OR THE TIME PERIOD FOR CLAIMS.  
ALL TERMINATED EMPLOYEE FILES WILL BE KEPT IN THE STORE.

## **EE. SOCIAL SECURITY NUMBER PRIVACY POLICY**

In the ordinary course of business, the Company shall obtain the Social Security Numbers (SSN's) of individuals for identification and tax-related purposes. It is the policy of our Company to protect the confidentiality of the SSN's.

In order to properly secure the confidentiality of SSN's, only authorized individuals may access, use or view SSN's when the duties of their position necessitates such access, use or viewing. To the extent practicable, the Company shall maintain the confidentiality of all SSN's. Social Security Numbers will be used:

- a) In the process of production payroll (including any state or federal requirements) and/or establishing, confirming the status of servicing, amending, or terminating an account, policy, or benefit, or to confirm the SSN of an individual who as an account, contract, policy, benefit or related transaction; or administrative purpose.
- b) To perform background checks or to investigate a claim, credit, criminal or MVR reports.
- c) To detect, prevent or deter identity theft or other crimes or to pursue the legal rights of this Company.

Information or documents that contain SSN's shall be stored in a physically secure manner. Access to information or documents that contain SSN's shall be limited to appropriate/applicable personnel/persons.

All unlawful disclosure of SSN's is strictly PROHIBITED. No employee of the Company shall unlawfully acquire, disclose, transfer, or use a SSN. Our Company will not publicly display more than four (4) sequential digits of any SSN unless required in the course of processing state and federal reports or requirements. SSN's shall not be placed on identification cards, badges, time cards, rosters, bulletin boards, or any other material or documents designed for public display. Documents or other materials containing SSN's shall not be disposed of or discarded in the trash. These documents will be discarded or destroyed using a shredder or other similar device.

Complaints concerning possible violation of this policy should be directed to Management. Any employee who is found to have violated this policy shall be subject to disciplinary action up to an including termination of employment.

## **FF. Dispute Resolution Program**

While the Company hopes that all employees have a satisfying and rewarding work experience, at times conflicts and disputes may arise even in the best work environment. It is important and beneficial to all parties involved to resolve those conflicts fairly and quickly. As a result, The Company has implemented this Dispute Resolution Policy which is available to all employees.

The Policy provides protection of your legal rights such as prohibitions against discrimination and sexual harassment, as well as other rights covered by state, federal and local laws. The Company takes complaints about violations of your rights very seriously, so the Policy is designed to resolve disputes fairly, impartially, efficiently, economically and privately. It is also intended to be the



exclusive, mandatory, final and binding method of resolving such disputes for both The Company's employees and the Company. It is not a contract for employment, and is not intended to modify the at-will employment status of any employee.

The Policy consists of the following three Phases that employees can use to quickly resolve almost every kind of workplace problem:

- . Phase 1: Review by Supervisor or Store Manager
- . Phase 2: Open Door Resolution with Owner
- . Phase 3: Mandatory Arbitration

The first two Phases of the Policy are voluntary - any employee can elect any of the three Phases to attempt to resolve a dispute. The third Phase involves mandatory, final and binding arbitration. Any claim related to your employment with The Company that is not resolved through the first two Phases of the must be submitted to arbitration instead of to a court of law. When a claim is submitted to arbitration in Phase 3, it will be heard and ruled on by a neutral, independent third- party professional arbitrator affiliated with the American Arbitration Association, not a judge or a jury in a court proceeding. The American Arbitration Association is a non-profit organization that provides independent arbitrators to resolve disputes throughout the country. Claims under the Policy may be brought individually, but cannot be brought in arbitration by a group, collective or class of employees.

The Policy is not intended to limit or expand substantive legal rights that you are entitled to under the law. Nor does the Policy limit or restrict in any way your legal right to file claims or charges with federal administrative agencies, such as the National Labor Relations Board ("NLRB") or the Equal Employment Opportunity Commission ("EEOC"), or other similar state or local administrative agencies.

The only way the Policy can be truly effective is if employees can use every Phase of the Policy with confidence. Therefore, no employee will be subject to any form of discipline or retaliation for initiating or participating in good faith in any process or proceeding under the Policy. Any employee who retaliates against another employee for using the Policy will be subject to discipline, up to and including termination.

The effective date of the policy is July 21, 2015. The Policy replaces all other claim or dispute resolution policies or procedures that were in existence prior to the effective date.

You may opt out of this Policy by signing the Exclusion Form. If you choose to opt out of this Policy, the Time Limit For Claims Policy, set forth in the Handbook will govern and remain in effect.

### **GG. Use of Trademark Infringement on Social Media**

Respect all copyright and other intellectual property laws as it relates to Jet's America logos and trademarks. Do not infringe on the Company's logos, brand names, taglines, slogans, or other trademarks.

The government's Federal Anti-Tampering Act (18 USC1365) makes tampering or even attempting to tamper with food or consumer products a felony charge.

## **HH. Employee Health Policy**

In the Company's efforts to reduce the risk of foodborne disease transmission, it is important that employees report symptoms and illnesses to the Certified Food Safety Manager (the "CFSM") and/or Manager. Employee must report the following symptoms:

- ☐ Vomiting
- ☐ Diarrhea
- ☐ Jaundice (yellowing of eyes and skin)
- ☐ Sore throat with a fever, or
- ☐ Infected wounds or lesions containing pus that is open or draining

Furthermore, if employee or someone employee lives with is diagnosed with the following illnesses by a health practitioner, you must report this to the CFSM and/or Manager. It will then be the responsibility of the CFSM and/or Manager to notify the Health Authority.

- ☐ Norovirus
- ☐ Hepatitis A virus
- ☐ Shigella spp.
- ☐ Enterohemorrhagic or Shiga toxin-producing Escherichia coli, or
- ☐ Salmonella Typhi

\*For guidance, please refer to pages 31-39 of Rules and Regulations for Food Service Chapter 290-4-14.

## **II. Driver Policy**

Employee acknowledges and agrees that all delivery drivers are bound by and subject to the Driver Policy attached to this Handbook as Exhibit "A". Employee drivers should read and familiarize themselves with the Driver Policy prior to execution of the Employee Acknowledgement Form.



## **VIOLATIONS OF THIS SEXUAL HARASSMENT POLICY WILL NOT BE TOLERATED AND MAY RESULT IN TERMINATION**

Usually an employee who commits sexual harassment attempts to be discreet and it is therefore difficult, if not impossible, for the Company to discover and correct these violations on our own. It is thus extremely important that any employee who feels that he or she has been sexually harassed immediately report the matter to the Manager.

All reports should be filed with the first forty-eight (48) hours of alleged harassment in order for us to respond and take the appropriate action.

It is vitally important that you understand that any false allegation of sexual harassment, which is not made in good faith, will also warrant disciplinary action by the Company, up to and including termination.

The Company further prohibits the harassment of any employee because of any characteristic protected by law, including, but not limited to, race, age or religion. Any employee who feels he or she has been subjected to improper harassment based on any of these characteristics should immediately report the matter to the Manager.

All reports of harassment will be investigated, and where a report is found to have merit, appropriate disciplinary action will be taken.

### **Sexual Harassment in the Workplace**

Employees should work in a workplace free from unlawful discrimination. Sexual harassment is a form of unlawful gender and discrimination and will not be tolerated in the workplace. This applies to all employers, employees and co-workers.

The following actions are strictly prohibited under the sexual harassment policy of the Company:

- a) All physical contact or violence
- b) Repeated sexual remarks
- c) Obscene or off color jokes, slurs, lewd remarks and language
- d) Insults, threats, and intimidation
- e) Persistent unwanted sexual remarks or romantic overtures

## EMPLOYEE ACKNOWLEDGEMENT FORM

This Handbook describes important information about the Company and I understand that I should consult the Manager regarding any questions not answered in this Handbook. I have entered into my at-will employment relationship with the Company voluntarily and acknowledge that there is no specified or guaranteed length or term of employment. Accordingly, either the Company or I can terminate the employment relationship at will, with or without cause, at any time, so long as there is no violation of applicable federal or state law.

Since the information, policies and benefits described herein are subject to change, I acknowledge that revisions to this Handbook may occur from time to time, and that this Handbook does not create a contract of employment, except for the Company's time-limit for claims, and dispute resolution program which are contained in this Handbook. I understand that any revised information may supersede, modify or eliminate existing policies.

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Employee Name (Print)

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Employee Signature

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Date



## **EXHIBIT “A” TO EMPLOYEE HANDBOOK**

### **Driver Policy**

This is a statement and policy meant for the protection of Jet’s Pizza delivery drivers. With careful review we have established these guidelines and policies to make sure our staff and customers remain safe, while delivering a quality product to our customers,

Here is a list of Non-Negotiable terms for our drivers. Failure to follow any of the below rules may result in written disciplinary action, suspension or even termination.

- You are expected at all times to obey the state driving rules of the road, this includes but is not limited to driving the appropriate posted speed, obeying traffic lights, not tailgating, obeying stop signs, not cutting off another driver, and being cautious of pedestrians, among others.
- You are expected to have a fully operating car top sign on your car at all times while on the clock. The sign must be lit up during bad weather, at dusk or when a manager requests.
- To be a driver you must be at least 18 years old, have a valid driver’s license, a reliable functioning car, and **MUST BE INSURED** at all times. The store maintains the right to request and/or pull a MVR at any time and may require a drug test at the employee’s expense.
- Proper uniform for a Jet’s Pizza driver is: Jet’s shirt, black pants or knee length shorts, closed toed shoes (no flip flops, sandals, etc.) a Jet’s hoodie or coat (if necessary) and a Jet’s hat. Sunglasses may be worn while driving but **NOT** to the doorstep.
- Cell phone usage: **NO TEXTING WHILE DRIVING**. No personal calls while working are permitted. If a necessary call to a customer or manager is required, pull over to a safe location before doing so.
- If involved in a car accident: **CALL THE POLICE**, get as much information as possible (both car types, license plate number of other vehicle, other driver’s license information – name, address, number, other driver’s insurance information), contact the store to update them periodically throughout the incident. Do not admit responsibility; let the police officer determine who is at fault. Get information from the police officer on how to retrieve the police report.
- It is the driver’s responsibility to maintain full insurance coverage and contact ones insurance agent in regards to the best policy as a delivery driver. One should speak to their agent about commercial use and a plan that will cover you while on the job.
- **JET’S PIZZA DOES NOT COVER YOUR VEHICLE. MAKE SURE YOUR INSURANCE DOES NOT EXCLUDE DELIVERIES AND YOU ARE COMPLAINT WITH LAWS AS STATE LAWS MAY VARY**
- Drivers are to take one delivery at a time unless instructed by a manager.
- We suggest that drivers’ fuel their vehicles prior to reporting for their shift.
- If there are no deliveries on the screen ready to go, do other things to assist the Company while waiting, this includes but is not limited to folding boxes, sweeping, refilling pop coolers, washing dishes and scraping/oiling pans. If you cannot identify work which should be done, ask a manager for a task.
- If a customer invites you to come in, for security and liability reasons you should never step into a customer’s residence.
- Under **NO** circumstances, should a driver never to return to the customers address unless directed by a Manager.
- To ensure quality, smoking is not permitted until product is delivered.
- Do not go to competition when you have a Jet’s Pizza driver sign on your car



## AUTHORIZATION AND RELEASE

### DISCLOSURE TO EMPLOYEE

As part of Spartan Invasion, LLC d/b/a Jet's Pizza (hereinafter the "Company") hiring background and investigation, the Company may obtain consumer reports to prepare an investigative consumer report. The investigative consumer report may consist of contacting all listed prior employers to verify your employment history. The report may also include, but not be limited to, credit information reports, criminal history reports, motor vehicle reports and driving history records. Under the provisions of the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681 et seq., before we can seek such reports, we must have your written permission to obtain the information. You have the right, upon written request, to a complete and accurate disclosure of the nature and scope of the investigation. You are also entitled to a copy of your rights under the FCRA.

### AUTHORIZATION AND RELEASE TO OBTAIN INFORMATION

Under the provisions of the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681 et seq., the Americans with Disabilities Act and all applicable federal, state, and local laws, I hereby authorize and permit the Company to obtain a consumer report and/or an investigative consumer report that may include the following: my employment records, motor vehicle and driving history records, criminal history, credit history, civil record, workers' compensation (post-offer only), drug testing, verification of my academic and/or professional credentials, and information and/or copies of documents from any military service records.

I understand that an "investigative consumer report" may include information as to my character, general reputation, personal characteristics, and mode of living that may be obtained by interviews with individuals with whom I am acquainted or who may have knowledge concerning any such items of information. I hereby release and hold harmless any person, firm, or entity that discloses matters in accordance with this authorization from liability that might otherwise result from the request for use of and/or disclosure of any or all of the foregoing information.

I understand and acknowledge that under provision of the FCRA, I may request a copy of any consumer report from the consumer reporting agency that compiled the report, after I have provided proper identification. I agree that a copy of this authorization has the same effect as an original. This authorization shall remain in effect over the course of my employment and reports may be ordered periodically during the course of my employment.

Applicant Full Name (please print clearly) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_