

7 - Eleven

EMPLOYEE HANDBOOK

Policies and Procedures



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VERSION 1.0

A GUIDE FOR 7-11 EMPLOYEES



Welcome from our Leadership

Dear Team Member,

Monfort Companies historical and future success is grounded in our collective commitment to our core values. These values include customers, efficiency, respect, teamwork, accountability, innovation and integrity.

At the foundation of these values, is total, unyielding integrity. We are committed as an organization to the highest ethical standards and compliance with all applicable laws, rules and regulations.

Monfort Companies is a dynamic, customer-driven organization. While we are constantly changing and driving to provide innovative solutions for our customers, our drive for success must always be grounded in unyielding and unchanging commitment to lawful and ethical conduct.

Our reputation for honest, and reliable business conduct is tested and proven in each business transaction we make. All of us who represent Monfort Companies in any position or capacity must be personally committed to follow the letter and the spirit of our Code of Business Conduct and Ethics. All Monfort Companies leaders, including us, have the additional responsibility of nurturing a culture in which compliance with this Code is constant and unwavering. It is, and must be, the way we work.

Unethical, dishonest, and questionable behavior, will not be tolerated. We must operate in an environment of the utmost integrity and honesty.

We would like to welcome you to our team, and are excited to work together with you on the growth of our company.

COMPANY CREED - FOR PERSONAL SUCCESS AND BUSINESS CONDUCT

- » Our GUESTS always come FIRST.
- » Every DAY is a NEW DAY.
- » Renew daily our COMMITMENT to QUALITY.
- » DO your BEST.
- » Have a SENSE of URGENCY.
- » ATTENTION to DETAILS (FOCUS on the LITTLE THINGS).
- » Act with HONESTY and INTEGRITY.
- » HAVE FUN!

7-Eleven

Employee Handbook

Policies and Procedures

Also, check out monfortcompanies.com/team-link for additional resources.

INTRODUCTION

This Employee Handbook supersedes all previous company handbooks and policies other than the “at-will employment” policy.

Employment with the Company is employment at-will. Employment at-will may be terminated with or without cause and with or without notice at any time by the Employee or the Company.

Similarly, your status (for example, position, duties, salary, promotions, demotions, etc.) may be changed at-will, with or without cause and with or without notice at any time. Nothing in this Handbook or in any document or statement shall limit the right to terminate employment at-will or limit the Company’s right to transfer, demote, suspend, administer discipline and change the terms and conditions of employment at its sole discretion.

Any agreement which alters the “at-will” nature of employment must be in writing and signed by the Owner.

No individual contract of continued employment may be entered into between Monfort Companies and an Employee that in any way deviates, extends, or modifies the provisions in this handbook unless in writing and signed by the Owner of Monfort Companies

EMPLOYEE HANDBOOK

This Employee Handbook has been prepared to inform all Employees of the benefits and policies of the Company, as well as obligations of its Employees. This handbook supersedes all prior handbooks for all purposes.

Employees are responsible to review and gain an understanding of the contents of this handbook, and sign the acknowledgment page at the end of the handbook. Employees with questions concerning any statement in this handbook are encouraged to ask questions so that they have a thorough understanding of the content.

Employees are encouraged to read this handbook carefully. It will serve as a guide and ready reference to answer questions about the Company, job, pay, benefits, activities and responsibilities. However, we recognize this handbook cannot answer all of Employees’ questions about the subjects it addresses. Employees who have further questions are free to ask their General Manager. In addition, Employees should ask their Supervisor to explain any departmental rules and policies that may not be included in this handbook.

Every effort has been made to make this Employee Handbook as comprehensive as possible. However, the information in this handbook is for guideline purposes only and is not intended to create a contract, either expressed or implied, with respect to any matter contained herein. With the exception of the “at will” employment policy, the Company reserves the rights to modify, rescind, delete, or add to the provisions of this handbook at any time.

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Our Employee Relations Policy

We are committed to providing the best possible climate for maximum development and goal achievement for all employees. Our practice is to treat each employee as an individual. We seek to develop a spirit of teamwork; individuals working together to attain a common goal.

In order to maintain an atmosphere where these goals can be accomplished, we provide a comfortable and progressive workplace. Most importantly, we have a workplace where communication is open and problems can be discussed and resolved in a mutually respectful atmosphere. We take into account individuals circumstances and the individual employee.

We firmly believe that with direct communication, we can continue to resolve any difficulties that may arise and develop a mutually beneficial relationship.

A successful business operation and the reputation of the Company are both built upon the principles of fair dealing and ethical conduct of our Employees. Our reputation for integrity and excellence requires careful observance of the highest standards of conduct and personal integrity.

The Company seeks to comply with all applicable laws and regulations and expects its Officers, Managers and Employees to do the same.

In general, the use of good judgment, based on high ethical and moral principles, will guide Employees to acceptable and professional conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with the Employee's Supervisor.

WHERE TO GO WITH CONCERNS OR COMPLAINTS

As Employees of the Company, Employees are encouraged to communicate their ideas, needs, or raise their concerns with Supervisor, Manager or Director.

Employees should report possible acts of discrimination, harassment, code of conduct violation or workplace violence to a Supervisor, Manager or Director. It will then be reviewed and investigated pending further action, as appropriate.

The issues Employees raise will be treated objectively by all involved. The Company will make every effort to protect their confidentiality and see that Employees are treated properly for stepping forward with their concerns. Employees who report concerns or complaints are protected from retaliation from the Company or any Employee.

PROPRIETARY/CONFIDENTIAL INFORMATION

Proprietary Information includes all information relating in any manner to the business of the Company, its trade secrets, and its suppliers, consultants, customers, clients, and business associates obtained by Company Employees during the course of their work ("Proprietary Information"). Customer lists, industry lists of prospective customers, production scheduling, records, memoranda, books, customer files, personnel files, computer records, financial and marketing data, pricing information, process descriptions, research plans, formulas, trade secrets, shareholder information are examples of Proprietary Information.

Proprietary Information also includes, but is not limited, to the company's modes and methods of conducting business and marketing activities, copyrighted, non-copyrighted or non-protected computer software programs, techniques of operation, financial structure and information, product improvements, technical developments, contemplated trademarks, processes, know-how, techniques, data, discoveries, copyrightable works, business plans and other information, data and documents regarding the company's business, its finances, revenues, sales and/or technologies.

The Company Proprietary Information includes the items set forth above whether or not developed or created by the company. Proprietary Information shall also include any of the above-described information with respect to any parent, subsidiary or affiliate of the company. All Proprietary Information is and will, at all times, remain the company's property.

Given the nature of our business, protecting confidential and Proprietary Information is critical in protecting our competitive advantages. The Company Proprietary Information is one of the most important assets of the company. The Company Proprietary Information enhances the company's opportunities for expansion, future growth and, indirectly, promotes the job security of all Employees.

Employees must not use or disclose any Proprietary Information that they have access to or obtain during their employment with the Company, except as specifically required to perform their jobs. This obligation, to maintain and protect the company's Proprietary Information, remains an ongoing duty even after an Employee's employment with our company ends.

Any Employee who is in a position that gives him or her access to particularly sensitive information may be required to sign a written Confidentiality and Non-Disclosure Agreement and/or an Invention Assignment Agreement.

Obligations on Termination

With any termination of employment, whether voluntary or involuntary, all the Company documents, Proprietary Information, computer records, tangible property and all other property (of every kind and variety) in the Employee's possession or control must be immediately returned to the company – including all electronically stored information or data on the Employee's personal devices

Proprietary Information Security

All Employees must observe good security practices. Employees are expected to keep all Proprietary Information secure from outside visitors and from all other persons who do not have a legitimate business reason to see or to use such Information.

Breach and Consequences

The failure to follow any policy, for safeguarding the Company's Proprietary Information, may be grounds for disciplinary action, up to and including dismissal. Such action will be determined by the Company in its sole discretion. The failure to follow this policy may cause the Company irreparable harm. Damages may be difficult to measure and monetary damages may be inadequate.

If an Employee breaches this PROPRIETARY/CONFIDENTIAL INFORMATION POLICY, the Company will be entitled to seek injunctive relief, specific performance and all other legal and equitable remedies.

Our culture supports and encourages a diverse team. We value and respect the talents, creativity, and diversity each Employee brings to our company. The Company is committed to the recruitment, retention and development of a diverse workforce

AMERICANS WITH DISABILITIES ACT (ADA)

The Americans with Disabilities Act (ADA) requires an employer to provide reasonable accommodations for individuals with disabilities, unless it would cause undue hardship to the Company. A reasonable accommodation may include changes in the work environment or in the way a job is performed that enables a person with a disability to enjoy equal employment opportunities.

If you require an accommodation, you must inform your Supervisor or Director that there is a need for an adjustment or change at work

for a reason related to a disability. We will respond promptly and to the best of our ability to accommodate the needs of all employees.

Each request for accommodation is handled on a case-by-case basis. Individuals will not be retaliated against for requesting an accommodation in good faith. The Company prohibits any form of discipline, reprisal, intimidation or retaliation against any individual that requests an accommodation in good faith.

EQUAL OPPORTUNITY

It is the policy of the Company to provide equal opportunity in all aspects of the Company and Employee relationship. The Company acts in compliance with the requirements and intent of applicable Federal and State laws that protect the right to equal opportunity in the workplace.

The Company is an equal employment opportunity employer and makes employment decisions, including but not limited to, hiring, firing, promotion, demotion, training, and/or compensation, on the basis of merit. Employment decisions are based on an individual's qualifications as they relate to the job under consideration. The Company's policy prohibits unlawful discrimination based on age (40 & over); ancestry; national origin; citizenship; immigration status; race; color; marriage to a coworker; marital, registered domestic partner or civil union status; pregnancy and perceived pregnancy (including breastfeeding or medical conditions); religion; sex; gender; gender identity; sexual orientation or an employer's perception thereof; wage disclosures; lawful off-duty, off-premises activities; because the person is a victim of a crime, domestic violence, sexual assault or stalking; military or veterans' status; physical or mental disability; genetic information or characteristics; family or medical care leave status; or any other basis protected by federal, state, or local law or ordinance or regulation. All such discrimination is unlawful

PREGNANT WORKERS FAIRNESS ACT

The Pregnant Workers Fairness Act makes it a discriminatory or unfair employment practice if an employer fails to provide reasonable accommodations to an applicant or Employee who is pregnant, physically recovering from childbirth, or has a related condition.

Requirements:

Under the Act, if an applicant or Employee who is pregnant or has a condition related to pregnancy or childbirth requests an

accommodation, an employer must engage in the interactive process with the applicant or Employee and provide a reasonable accommodation to perform the essential functions of the applicant or Employee's job unless the accommodation would impose an undue hardship on the employer's business.

The Act identifies reasonable accommodations as including, but not limited to:

- » provision of more frequent or longer break periods
- » more frequent restroom, food, and water breaks
- » acquisition or modification of equipment or seating
- » limitations on lifting
- » temporary transfer to a less strenuous or hazardous position if available, with return to the current position after pregnancy
- » job restructuring
- » light duty, if available
- » assistance with manual labor; or modified work schedule

The Act prohibits requiring an applicant or Employee to accept an accommodation that the applicant or Employee has not requested or an accommodation that is unnecessary for the applicant or the Employee to perform the essential functions of the job.

An accommodation may not be deemed reasonable if the employer has to hire new Employees that the employer would not have otherwise hired, discharge an Employee, transfer another Employee with more seniority, promote another Employee who is not qualified to perform the new job, create a new position for the Employee, or provide the Employee paid leave beyond what is provided to similarly situated Employees. Under the Act, a reasonable accommodation must not pose an "undue hardship" on the employer. Undue hardship refers to an action requiring significant difficulty or expense to the employer. The following factors are considered in determining whether there is undue hardship to the employer:

- » Nature and cost of accommodation
- » overall financial resources of the employer
- » overall size of the employer's business
- » accommodations effect on expenses and resources or its effect upon the operations of the employer

IMMIGRATION LAW COMPLIANCE

In compliance with Federal and State laws, each new employee, as a condition of employment, must complete the Employment Eligibility

Verification Form I-9 and present documentation establishing identity and employment eligibility.

We are committed to employing only United States citizens and aliens who are authorized to work in the United States. We will not discriminate on the basis of citizenship or national origin.

Employees who have any questions or would like more information on immigration law issues can contact the State Department of Labor. Employees who raise questions or complaints about immigration law compliance are protected from reprisal

ANTI-HARASSMENT AND ANTI-DISCRIMINATION POLICY

The Company is committed to providing a work environment free of unlawful harassment and discrimination. The Company's policy prohibits sexual harassment (which includes harassment based on pregnancy, childbirth, breastfeeding or related medical conditions, sex, gender, gender identity, sexual orientation or an employer's perception thereof), and harassment and discrimination based on age (40 & over); ancestry; national origin; citizenship; immigration status; race; color; marriage to a coworker; marital, registered domestic partner or civil union status; pregnancy and perceived pregnancy (including breastfeeding or medical conditions); religion; sex; gender; sexual orientation or an employer's perception thereof; wage disclosures; lawful off-duty, off-premises activities; because the person is a victim of a crime, domestic violence, sexual assault or stalking; military or veterans' status; physical or mental disability; family or medical care leave status; or any other basis protected by federal, state, or local law or ordinance or regulation. All such harassment is unlawful.

This policy applies to all persons associated with the Company, including both Supervisory and non-Supervisory Employees, and to non-Employees, such as volunteers and independent contractors, who engage in unlawful harassment in the workplace. It also extends to harassment of or by vendors and independent contractors. Harassment and the conduct described in this policy are strongly disapproved of by the Company and will not be tolerated.

This policy applies to all phases of employment, including recruiting, testing, hiring, upgrading, promotion, demotion, transfer, layoff, termination, rates of pay, benefits, and selection for training.

What is Harassment Under State and Federal Law?

It is our policy to maintain a work environment free from all forms of harassment or discrimination and to insist that all Employees be treated with dignity, respect and courtesy.

Prohibited harassment includes, without limitation: verbal harassment (derogatory statements, slurs, teasing, jokes, epithets and innuendo); physical harassment (sexual and personal touching, assault, physical interference with normal work or involvement); and visual harassment (posters, cartoons, drawings, computer materials, sexual gestures).

Sexual harassment is defined as unwelcome sexual advances or visual, verbal, or physical conduct of a sexual nature. Sexual harassment includes many forms of offensive behavior. The following is a partial list of the conduct that could constitute sexual harassment:

- » Any offensive or unwelcome conduct, verbal or physical, based on a person's gender.
- » Unwanted sexual advances.
- » Offering employment benefits in exchange for sexual favors.
- » Making or threatening reprisals after a negative response to sexual advances.
- » Visual conduct such as leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons, or posters.
- » Verbal conduct such as making derogatory comments or using epithets, slurs, and jokes.
- » Verbal sexual advances or propositions.
- » Verbal abuse of a sexual nature such as graphic verbal commentaries about an individual's body, sexually degrading words to describe an individual
- » Suggestive or obscene letters, notes, or invitations.
- » Physical conduct such as touching, assault, impeding or blocking movements.
- » Electronic communication of any form that is sexually oriented, salacious, obscene, indecent, lewd, pornographic, or vulgar.

The Company will do its best to keep the workplace free of unlawful conduct that creates an intimidating, hostile or offensive work environment for our Employees. Employee cooperation is needed to achieve the goal by reporting incidents of harassment or discrimination.

REPORTING COMPLAINTS

Everyone at the Company can help assure that our workplace is free

from prohibited discrimination, harassment, or retaliation by avoiding any behavior or conduct that could reasonably be interpreted as prohibited discrimination, harassment, or retaliation. No Employee, not even the highest ranking Employee at the Company, is exempt from the requirements of this policy.

The Company's anti-harassment policy applies to all persons involved in the operation of the Company and prohibits unlawful harassment, discrimination, and retaliation by any Employee, including Supervisors, managers, co-workers, applicants, volunteers, and independent contractors and third parties such as customers, clients, contractors and suppliers. Employees, volunteers, and independent contractors providing services pursuant to a contract are protected from harassment, discrimination, and retaliation under this policy.

In the event that an Employee experiences, or sees or hears of, any conduct that violates this policy, the Employee is encouraged to immediately inform the alleged harasser in a clear and unambiguous manner that the behavior is unwelcome or offensive and that you want that you want the conduct to stop. However, if you are uncomfortable taking this action or if the conduct does not cease after you have warned the offending person(s) to stop, you should immediately inform your Supervisor or Manager so the Company can take appropriate remedial measures to end the unwelcome or offensive conduct. In many instances the person is unaware that his or her conduct is offensive and when advised can willingly correct the conduct so that it does not recur. The Company will, to the extent possible, treat complaints with the degree of confidentiality that is appropriate under the circumstances.

Employees should report any harassment or discrimination, even if the person committing the conduct is a client, customer, vendor or other third party to our outsourced Supervisor/Manager, as soon as possible, following the offending conduct. These individuals will ensure that a prompt investigation is conducted. The Company will investigate and take appropriate action to protect its Employees from unlawful harassment, discrimination, and retaliation regardless of whether it is committed by an Employee, member of management, client, customer or a vendor.

The Company emphasizes that an Employee is not required to complain first to his or her Supervisor if that Supervisor is the individual who is harassing the Employee, the Employee feels uncomfortable discussing the matter with the Supervisor, or the Supervisor is not available.

Whether you complain to your Supervisor or Management is your choice. Report your complaint to whomever you feel more comfortable making the report. Any Supervisor who is aware of

conduct inconsistent with this policy or who receives a report of conduct inconsistent with this policy is required to report it immediately to the Human Resource Administrator, for investigation, determination, and resolution.

INVESTIGATION

All complaints of harassment or discrimination will be investigated. It is the obligation of all Employees to cooperate fully in the investigation process.

Every reported complaint of harassment will be investigated thoroughly and promptly. Confidentiality will be employed to the extent possible, but the Company cannot ensure a completely confidential investigation. The investigation will be impartial, timely, and conducted by qualified personnel. The investigation may also include documentation and tracking for reasonable progress of the investigation. The Company will conduct a fair and thorough investigation that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected. The Company will provide appropriate options for remedial actions and resolutions. The Company will also provide you with a timely response and closure of the investigation. In addition, the Company will not tolerate retaliation against any Employee for cooperating in an investigation or for making a complaint.

In the case of the Company Employees, if harassment is established, the Company will discipline the offender. Disciplinary action for a violation of this policy can range from verbal or written warnings up to and including immediate termination, depending upon the circumstances.

If, after investigation, the complaint or concern is determined to be justified, the Company will take necessary and appropriate action to end the harassing or intimidating conduct, up to and including discipline and/or dismissal.

RESPONSIBILITIES OF EMPLOYEES AND LEADERSHIP

All Employees of the Company, both management and non-management, are responsible for assuring that a workplace free of harassment or sexual harassment, discrimination, and retaliation is maintained. Any Employee may file a complaint regarding incidents experienced personally or incidents observed in the workplace. The Company strives to maintain a lawful, pleasant work environment where all Employees are able to effectively perform their work without interference of any type and requests the assistance of all Employees in this effort.

All Supervisors and Managers are expected to adhere to the Company's Policy and Supervisors and Managers are responsible for doing all they can to prevent and discourage harassment, sexual harassment and discrimination from occurring. If a complaint of harassment or sexual harassment or discrimination is raised, the individual to whom the complaint is made is responsible for reporting the complaint. If such individual fails to follow this policy, he or she will be disciplined. Such discipline may include termination.

PROTECTION AGAINST RETALIATION

Discrimination, sexual harassment and retaliation for opposing sexual harassment or participating in investigations of sexual harassment are illegal. The Company prohibits retaliation against Employees, volunteers, or independent contractors for having reported misconduct, having engaged in or perceived to have engaged in protected whistleblowing activities, having participated in any workplace investigation, or having reported a violation of a local, county, state or federal law to a government agency or to their Supervisor. Further, the Company prohibits retaliation for requesting accommodation for a disability or religious beliefs, regardless of whether the accommodation request was granted.

The Company is committed to providing all Employees with a workplace free of sexual or other types of harassment or discrimination based on race, ethnicity, creed, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, ancestry, nationality, marital status, familial status, political belief, physical or mental disability, medical condition including pregnancy, veteran status, military status, liability for service in the Armed Forces, or other classifications protected by Federal, State or local law. The Company prohibits and will not tolerate such unlawful harassment or discrimination by Leadership or Employees, Clients and Vendors or those who do business with the Company. In addition, we prohibit any form of unlawful harassment or discrimination by an employee with our clients.

HARASSERS ARE PERSONALLY LIABLE

If an Employee is found to have engaged in sexual harassment, or if a Supervisor or a Manager knows about the conduct and condones or ratifies it, they may be personally liable for monetary damages. The Company will not pay damages assessed against an individual.

In addition, the Company will take appropriate disciplinary measures -- termination is one possible action -- against any Employee who engages in sexual harassment. An individual who presents a

knowingly false or frivolous claim that is proven to be untrue could be subject to civil repercussions from the falsely-accused party.

THE NEW EMPLOYEE - INTRODUCTORY PERIOD

The first three months of employment for a new or rehired employee are considered an "Introductory Period." This period is utilized to evaluate the employee's, capabilities, overall performance, attendance, adaptability to the job and other work-related matters. It gives the opportunity to separate employees that are not a good fit for the position for which they were hired. The Company may lengthen the Introductory Period if it is deemed necessary, or it may terminate the employment relationship at any time during this period, for any reason or no reason. If the period is extended, the employee will be notified as to why the extension is being made. The Supervisor will document the rationale for the extension.

As with all other employment with the Company, employment during the Introductory Period, any extension to the Introductory Period, as well as after the successful completion of the Introductory Period, and the first review is "at will" and may be terminated at any time by either the Company or the Employee, with or without cause or notice. Successful completion of the Introductory Period does not imply an alteration of the nature of "at will" employment with the Company. We will continue to evaluate the performance of each employee who completes the Introductory Period. All communications with the employee during this period should be consistent, i.e. there is no guarantee of employment. These guidelines and process should be applied consistently to all employees.

Upon satisfactory completion of the Introductory Period, the employee is considered a Regular Full or Part-time employee as applicable. If not advised sooner, Employee will be advised of his/her status upon completion of the Introductory Period.

EMPLOYEE POSITION CLASSIFICATION

All positions are classified as either Non-Exempt or Exempt. Only Non-Exempt Employees are eligible for overtime pay. Exempt Employees, who are employed in a bona fide executive, administrative, professional or outside sales capacity, are not eligible for overtime pay.

NON-EXEMPT EMPLOYEES

It is the Company's policy to comply with the provisions of the Fair

Labor Standards Act ("FLSA") and state and local wage laws. In accordance with these laws, and except as permitted by these laws, Non-Exempt employees are paid for the hours worked and are eligible for overtime pay. Non-Exempt employees are required to complete and provide an accurate record of hours worked.

EXEMPT EMPLOYEES

It is the Company's policy to comply with the provisions of the Fair Labor Standards Act ("FLSA") and state and local wage laws. In accordance with these laws, and except as permitted by these laws, Exempt Employees generally are paid on a salaried basis, regardless of the number of hours they work in a given workweek. The Company prohibits any unauthorized deductions from the salary of such exempt Employees.

Permitted Deductions

The Company will make deductions from the salaries of Exempt, salaried Employees when they are absent from work as described in this policy:

- (a) When an exempt, salaried Employee is absent from work for one or more full days as a result of his or her own sickness or disability, including absences as a result of a work-related accident or injury, the Employee will be compensated for this illness or injury under the Company's VACATION, Vacation or Sick Time policy as appropriate. If the Employee has no paid time remaining and is not eligible for disability benefits, the Employee's salary for that week may be reduced for each full day of the Employee's absence due to illness or injury.
- (b) When an exempt, salaried Employee who is absent from work for one or more full days for personal reasons, other than sickness or disability, has no paid time off available, the Employee's salary for that week may be reduced for each full day of his or her absence for personal reasons.
- (c) When an exempt, salaried Employee takes unpaid leave under the Family and Medical Leave Act, including intermittent leave, the Employee's salary may be reduced for each hour (or fraction of an hour) of unpaid FMLA leave taken.

This policy addresses pay deductions from exempt, salaried Employees based on the Employee's absence from work. Salary deductions made as required by federal, state and local laws, deductions under the Company's benefit plans and any other voluntary deductions authorized by the Employee are not covered by this policy.

OVERTIME COMPENSATION

The Company's policy is to pay for overtime as follows for all Non-Exempt Employees:

Non-Exempt Employees earn one and one-half times their regular rate of pay for hours worked in excess of forty (40) hours during the workweek. At times, company needs may require Employees to work overtime. It is expected that Employees will make every effort to work overtime when needed.

Overtime requests will be made to Employees through their Supervisor. Overtime is to be authorized in advance by the Supervisor. Failure to obtain authorization may result in disciplinary action, up to and including termination.

PROHIBITED "OFF THE CLOCK" WORK

At no time should Non-Exempt employees perform work while "off the clock." All time spent working should be properly recorded. If given a directive to perform work "off the clock," by someone other than your Supervisor please promptly notify your Supervisor. If your Supervisor has given you a directive to work "off the clock" and/or has told you not to properly record all hours worked, notify your Manager. No employee will be penalized in any way for making such a complaint.

PAY SCHEDULES AND DEDUCTIONS

Employee pay is calculated and processed on every two weeks. Paychecks will reflect the following mandatory deductions from Employee's gross wages:

- » Federal Income Tax
- » Social Security Tax (FICA)
- » State Income Tax
- » Medicare

Paychecks are not issued. All earnings will be electronically deposited into employee's bank account via Direct Deposit or Pay Card every other Tuesday on a pay date.

Pay discrepancies should be reported immediately to your supervisor

so that errors can be corrected. The Company's policy is to recoup any overpayment and to reimburse the associate for any shortages. If a manual check must be created, re-issuance of lost or stolen checks will be made only after one week and a stop payment has been ordered.

The Company does not provide pay advances on unearned wages to Employees.

CHANGE OF NAME AND ADDRESS

All associates must furnish the Company with their current address and the telephone number where the associate can be reached. The associate is responsible for notifying the Company in the event of a change either in name, address or telephone number. Failure to do so will impair delivery of checks, forms, notices, and end of year.

TIMEKEEPING PRACTICES FOR HOURLY ASSOCIATES

It is the policy of the Company that all time worked by hourly non-exempt associates be recorded via the timekeeping system in use. Each associate is responsible for ensuring that his/her time record is accurate and will confirm its accuracy at the end of each pay period. Additionally, on a daily basis the supervisor will confirm that all-time records are accurate and each associate is accounted for. Any changes or corrections to be made to an associate's time record will be made by a supervisor only.

All associates who receive an unpaid meal period are required to clock out at the beginning of the meal period and clock back in upon returning to work. The practice of working off-the-clock under any circumstances is strictly prohibited by the Company. Clocking another associate in or out or falsifying a time record in any fashion is also strictly prohibited by the Company and will result in immediate termination.

WORK SCHEDULES AND MEAL BREAKS

An Employee's workday may vary by work schedules and will be communicated to the Employee by their Supervisor. The Company makes every effort to accommodate Employees' needs for flexibility by offering several work schedule options.

Work breaks will be a minimum of thirty (30) minutes for an unpaid meal break for every 5 hours worked and two ten (10) minute paid rest breaks during the day.

LACTATION BREAKS

The Company will provide a reasonable amount of break time to accommodate an employee's need to express breast milk for their infant child. The break time should, if possible, be taken concurrently with other break periods already provided. The Company will also make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area, other than a restroom stall, in which the employee may express milk in private.

Any breast milk stored in the refrigerator must be labeled with the name of the Employee and the date the breast milk was expressed. Any nonconforming products stored in the refrigerator will be disposed of. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage or refrigeration and tampering. Employees who work off site or in other locations will be accommodated with a private area, as necessary.

The employee should notify their Supervisor if they are requesting time to express breast milk under this policy.

CONFLICT OF INTEREST

Employees must refrain from any activity or have any financial interest that is inconsistent with the Company's best interest, including any activities or enter into relationships (either internally or externally) that conflict or appear to conflict with Company responsibilities. It is a Conflict of Interest for an Employee to make any profit or personal gain as a result of his or her position with the Company, apart from the Company's compensation and benefits programs. A Conflict of Interest may also exist if the demands of any outside activities hinder or distract an Employee from the performance of his or her job or cause the individual to use the Company's resources for other than the Company's purposes.

Employees are required to disclose any potential conflicts of interest when at orientation and must update their disclosure whenever any relevant changes occur. The Conflict of Interest will be evaluated and approval must be obtained pursuant to the Company's policy before pursuing the activity or obtaining or retaining the interest.

OUTSIDE EMPLOYMENT

The Company requires that Employees report any other job they have or may consider taking. The Company retains the right to determine if this outside job is in conflict with the Employee's position, scheduling, or ability to give us their best effort. Failure to report outside employment may present a conflict of interest and may result in disciplinary action up to and including termination.

INTERNAL TRANSFERS

We are committed to helping Employees reach their professional goals. One way we demonstrate this is through internal transfer opportunities. The Company will fill job openings by evaluating the qualifications of persons who apply both internally and externally. This policy does not require the Company to post all positions for internal candidates. Internal candidates may apply for any available positions that are posted internally.

To apply for openings these Employee requirements must be met:

- » Currently a Company Employee
- » In your current position for at least 6 months
- » Performance is effective or better
- » No counseling or performance improvements plans within the last 6 months
- » Demonstrated qualifications listed for the position
- » Demonstrates regular and predictable attendance

In order to apply, follow all Company procedures for applying for positions and/or transfers. Final determination for filling job openings will be made in the best interest of the Company and will be at the sole and absolute discretion of the appropriate Leader.

SEPARATION OF EMPLOYMENT

Employees normally leave the Company in one of five ways:

- » Resignation - Although we hope your employment with us will be a mutually rewarding experience, we understand that varying circumstances cause Employees to voluntarily resign employment. Resigning Employees are encouraged to provide two weeks' notice, preferably in writing, to facilitate a smooth transition out of the organization. If an Employee provides less notice than requested, the employer may deem the individual

to be ineligible for rehire depending on the circumstances regarding the notice given.

- » Retirement - Employees who wish to retire are required to notify their Supervisor and Supervisor/Manager in writing at least one (1) month before the planned retirement date.
- » Job Abandonment - Employees who fail to report to work or contact their Supervisor for three (3) consecutive workdays shall be considered to have abandoned the job without notice, effective at the end of their normal schedule on the third day. The Supervisor shall notify Supervisor/Manager at the expiration of the third workday and initiate the paperwork to terminate the Employee. Employees who are separated due to job abandonment are ineligible for rehire.
- » Economic Layoff - There is no work in the Employee's skill set to keep the Employee gainfully employed.
- » Termination - Employees of the Company are employed on an 'at will' basis and the Company retains the right to terminate an Employee at any time with or without cause.

Upon receipt of an Employee's resignation, the Company may, at its discretion, 1) permit or request the Employee to leave immediately; or 2) request the Employee to leave at any point prior to the expiration of the two weeks' notice period and not compensate them for the two weeks' notice period.

Final Paycheck - The Company will consider an Employee to have voluntarily terminated his or her employment if an Employee does any of the following: (1) Elects to resign from the Company; (2) Fails to return from an approved leave of absence on the date specified or agreed to; or (3) Fails to report for work without notice to the Company.

Any Employee may be terminated involuntarily for no reason or any reason, including but not limited to, poor performance, misconduct, or other violations of the Company's policies, processes, or standards. The Company also reserves the right to discharge or demote any Employee with or without cause and with or without prior notice.

In the event of a voluntary or involuntary separation, the Company will issue final pay in accordance with state law requirements.

Return of Company Property - Any Employee that is leaving the employment of the Company for whatever reason must immediately return all company property prior to their last day of employment, including cell phones, keys/card keys, computers, field equipment, etc. Failure to return some items may result in deductions from the final paycheck.

Benefits - Health insurance terminates the last day of the month

of employment. Information for Consolidated Omnibus Budget Reconciliation (COBRA) continued health coverage will be sent by the provider within thirty days. Employees will be required to pay their share of the enrolled benefits through the end of the month.

Rehire - Former Employees who left the Company in good standing and were classified as eligible for rehire may be considered for reemployment. An application must be submitted to Supervisor/Manager and the applicant must meet all minimum qualifications and requirements of the position, including any qualifying exam, when required.

EMPLOYEE CLASSIFICATIONS

Benefit eligibility varies depending on job classification. The classifications are:

Regular Full-time: Any Employee regularly scheduled to work between 35 and forty (40) hours per week. Regular full-time Employees are eligible for Company provided benefits.

Regular Part-time: Any Employee who has completed the introductory period and is regularly scheduled to work between twenty-four (24) and thirty five (35) hours per week. Part-time Employees are not eligible for Company provided benefits.

Temporary or On-Call: Any Employee who works a full and/or part-time schedule, for a specified period of weeks or months, normally for less than six (6) months or on an "on call" basis or PRN(pro-rata). These positions are engaged to work full time or part time with the understanding that their employment will be terminated no later than upon completion of a specific project or assignment. A temporary employee may be offered, and may accept, a new temporary assignment and thus still retain temporary status. Individuals contracted from temporary employment agencies for specific assignments are considered employees of the respective agency and are not considered employees of the Company. Temporary agency employees are paid by the respective agency and should not be on the Company payroll. Temporary and on-call Employees are not eligible for Company provided benefits.

UNEMPLOYMENT COMPENSATION

The Company contributes a significant amount of money each year to the Colorado Unemployment Insurance Fund on behalf of its Employees. Under certain circumstances, you may be eligible for unemployment insurance benefits.

SOCIAL SECURITY

Social Security is an important part of every Employee's retirement benefit. The Company pays a matching contribution to each Employee's Social Security taxes.

WORKER'S COMPENSATION INSURANCE

Employees are covered by a Worker's Compensation insurance program in the event they become ill or injured because of their work. The Company pays 100% of the premiums. The nature, amount and terms of all Employee benefits are governed by State statutes, the plan documents or any other governing document and not by this Handbook. The Company has the exclusive right to change or modify plans or change providers for plans.

The Company is concerned for our Employees' safety and it is important that Employees help to curtail accidents during employment. To ensure Employees' physical well-being and the correct processing of claims, it is extremely important that Employees notify their Supervisor immediately of any injury that occurs during or related to employment, no matter how minor. Employees who either have an accident, are witness to an accident, or near an accident are responsible for reporting it on the day it occurs.

Our Worker's Compensation insurance covers the cost of medical care. The Employee may also be eligible to receive temporary or permanent disability benefits, or vocational rehabilitation services depending upon the nature and severity of the illness/injury.

The "Notice of Compensation Carrier" is posted. This posting notifies Employees of benefits, first aid procedures, emergency telephone numbers, and the name of the Company's insurance carrier. The Company has selected specific physicians to treat work-related injuries. (Applies only if in environment where another employer has obligation to make this information available).

If medical attention is required because of a work-related injury, any time away from work or for medical appointments will not be paid. However, Employees may elect to use available accrued paid time off for this time loss.

Workers Compensation fraud drives up the cost of providing this valuable insurance to everyone and Workers Compensation fraud is a crime. Any Employee participating in a fraudulent claim shall be subject to immediate termination and prosecution.

Any questions concerning Workers Compensation benefits may be directed to Manager.

VACATION

The Company recognizes the importance of taking time off for planned vacations. Regular Full-time Hourly Employees will be given one week (40) hours of paid vacation after twelve (12) months of employment and each year thereafter. At the beginning of each year of employment the 40 hours bank of time will be available for employees use, as schedules allow and as approved by their Supervisor/Manager. Our expectation is employees will use their paid time during the calendar year and we will not carry over unused vacation time or pay to next year.

Salaried Managers will be given one week (5) days of paid vacation after twelve (12) months of employment. After the third year of employment (36 months), salaried managers will be given two weeks of paid vacation. At the beginning of each year of employment, the bank of vacation time will be available for employees use, as schedules allow and as approved by their Supervisor. Our expectation is employees will use their paid time during the calendar year and we will not carry over unused vacation time or pay to next year.

REQUESTING TIME OFF

When an Employee would like to take time off in order to take vacation or meet personal and/or family needs, we require that the Employee request the time off by speaking with their Supervisor and providing as much advance notice as possible. This way we can proactively balance the needs of both the Employee and the Company. The Employee must also fill out a "Time Off and Leave" request on the payroll system which will be covered in Employee Orientation.

When reviewing requests for VACATION, the Supervisor will consider: the scheduling needs of the team and the Company, a previous request from another Employee for the same time, the Employee's workload and attendance. All efforts will be made to accommodate each Employee's request. The Supervisor has sole discretion to approve or deny requests.

From time to time, an unexpected situation may arise such as personal illness, illness of a child or a personal emergency. When this happens, Employees must notify their Supervisor as soon as possible, but no later than thirty (30) minutes before the scheduled start time. Except under emergency situations, the Employee is responsible for personally contacting and calling in an absence or tardiness to the Supervisor or his/her designee and may not delegate this to a spouse, family member or friend.

Leaving a voicemail message, text message or sending an email is not considered proper notification. It is the Employee's responsibility to ensure that the Supervisor is informed of the absence as soon as possible. If, for some reason the Employee cannot reach the Supervisor, the Employee is required to notify another Member of the Leadership Team.

HOLIDAYS

The Company recognizes the following as company holidays:

Thanksgiving Day
Christmas Day

Holidays that fall on Saturdays are typically observed on Friday. Holidays that occur on Sunday are typically observed on Monday. Regular Full-time Employees who are regularly scheduled to work 35-40 hours per week are paid eight (8) hours for each company observed holiday, regardless of whether or not they work the holiday.

Holiday pay will not be counted as hours worked for the purpose of determining overtime.

If an Hourly Employee is required to work company observed holiday they will be paid the actual hours worked plus the holiday pay of one and one half (1 ½ times) their regular pay rate.

Thanksgiving Day
Christmas Day

Any Employee who works a holiday must have approval of the Supervisor. Salaried exempt Employees who are required to work a holiday will be given a compensating day off within the pay period

PREGNANCY RELATED LEAVE

A leave may be a reasonable accommodation for health conditions related to pregnancy or physical recovery from childbirth, absent an undue hardship. Applicants and employees must request a reasonable accommodation and employers may not force pregnant employees to take a leave that is not requested, nor require leave if another reasonable accommodation can be made. This leave may be covered under the FMLA provisions.

BEREAVEMENT LEAVE

It is the policy of the Company to allow time off when there is a death in the family. Employees are eligible for bereavement after the completion of the introductory period. Regular Full-Time Employees

may receive up to three (3) days of regular pay per incident. Part-Time Employees are not eligible for Bereavement Leave.

Bereavement leave is limited to the death of a mother, father, sister, brother, spouse, child, stepchild, grandchild, mother-in-law, father-in-law, stepparent, grandparent, step grandparent, niece or nephew, uncle, aunt or domestic partner.

Requests for time off are made to the Employee's Supervisor. A "Time Off and Leave Request" must be completed indicating the number of days requested, the Employee's relationship to the deceased, and the Employee's Supervisor's approval.

JURY DUTY

All regularly employed trial or grand jurors are paid their regular wages, not to exceed \$50 each day, for their first three days of jury duty. "Regularly employed" included all full-time employees, as well as part-time, temporary and casual employees whose hours may be determined by a schedule, custom, or practice. Should you have to serve more than three days on duty, you receive the necessary time off unpaid.

All other employees summoned for jury duty are granted an unpaid leave in order to serve.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws. Make arrangements with your supervisor as soon as you receive your summons.

We expect you to return to your job if you are excused from jury duty during your regular working hours.

WITNESS DUTY

If an Employee is required to appear as a witness in a court or hearing, the Employee is to bring the subpoena to their Supervisor within three (3) working days of receipt. Time off to appear will be considered non-paid time. Employees may request to use accrued vacation as applicable.

DOMESTIC VIOLENCE LEAVE

Employees who are the victims of domestic abuse, stalking, sexual assault or any other crime involving domestic violence shall be permitted to take an unpaid leave of absence (not to exceed three working days in any twelve-month period). Such leave must be used to: (1) seek a civil restraining order to prevent domestic abuse; (2) obtain medical care or mental health counseling for him/herself or

the employee's children; (3) make the employee's home secure against the perpetrator or to find a new home; (4) seek legal advice concerning any of the above offenses; or (5) prepare or attend court proceedings arising from any of the above offenses. Employee may request to use accrued vacation as applicable.

VICTIM LEAVE

If an Employee or an immediate family member is a victim of a crime or if the Employee is the witness to a crime, the Employee is eligible for non-paid time off to attend the court proceeding and related events, including meetings with the District Attorney, trials and post-trial hearings. The Employee must provide the notice received from either law enforcement or the prosecutor to their Supervisor for approval of time off.

Time off to appear will be granted, as required, but will not be considered paid time. Employees may request to use accrued vacation as applicable.

VOTING

The Company encourages Employees to exercise their civic duty to vote. We ask that Employees arrange to go to the polls before or after their regularly scheduled work day.

Employees are protected from adverse employment actions for taking time off to vote. Employees who are registered voters and who do not have at least three hours outside of work to vote are entitled to up to two hours of paid leave to vote while the polls are open. Employees may take up to two (2) hours of paid time off at the beginning or the end of their work schedule, if the polls do not open or are closed before or after their workday, for all State and National elections.

Requests for time off to vote should be submitted to the Employee's Supervisor at least three (3) working days in advance for scheduling purposes.

EMERGENCY RESCUE PERSONNEL

No employee shall receive discipline for taking unpaid time to perform emergency duty as a firefighter, reserve peace officer or emergency rescue personnel (employees can use VACATION if available). "Emergency rescue personnel" means any officer, employee or member of a fire department or fire protection or firefighting agency; or of a sheriff's department, police department or a private fire

department, whether a volunteer or paid worker.

If you are participating as a volunteer firefighter, reserve peace officer or emergency rescue personnel, please notify your Supervisor so the Company may be aware of the fact that you may have to take time off for emergency duty. In the event that you need to take time off for emergency duty, please alert your supervisor before doing so, where possible.

MILITARY LEAVE

The Company grants full and part-time Employees who are members of the United States Armed Forces leaves of absence to fulfill military obligations and reemployment rights, following separation from service, in accordance with state and federal law. Such leave is granted whether the Employee enlists or is called from service. Employees requiring leave must provide their Supervisor with advance notice of the need for leave, unless notice is impossible or prevented by military necessity.

Military Leave is unpaid. Employees may elect to substitute their accrued paid time off during Military Leave. In addition, Members of the National Guard or Reserve components of the Armed Forces who take leave to attend annual training exercises and periodic drills will be paid the difference between their military pay (less travel allowance) and their regular pay.

Employees are eligible to continue their healthcare benefits, at the Employee's expense, for up to twenty-four (24) months after an active duty absence begins. Employees on Military Leave shall not accrue vacation or sick leave during periods of such service

FAMILY AND MEDICAL LEAVE

Because Employees may find it necessary to take temporary leave due to a serious health condition or certain family responsibilities and in order to comply with the federal Family and Medical Leave Act (FMLA), COMPANY provides for family and medical leaves of absence.

a. Eligibility Requirements

To be eligible for family and medical leave, an Employee must have (a) a total of at least 12 months of service (which need not be consecutive) and (b) worked at least 1250 hours during the 12-month period preceding the proposed start of the leave.

Employees who do not meet these eligibility requirements may be considered for a personal leave of absence. COMPANY retains sole discretion to grant or deny a personal leave of absence and does not guarantee reinstatement to Employees who may be granted a

personal leave of absence. For more information, please see the Personal Leave section of this handbook, below.

b. Reasons for Leave

Employees may be granted family and medical leave for the following reasons:

Basic Family and Medical Leave

For a “serious health condition” of the Employee that renders the Employee unable to perform one or more of the essential functions of his/her job;

- » To care for a “family member” with a serious health condition;
- » For the birth of a child and to care for a newborn child; and
- » For placement with the Employee of a child for adoption or foster care;
- » Military Exigency Leave
- » An Employee may also qualify for family and medical leave in certain circumstances when the Employee’s spouse, child, or parent is a covered military member on active military duty or has been notified of an impending call or order to active military duty in a foreign country.
- » Military Caregiver Leave
- » An Employee may also be eligible under the FMLA for family and medical leave to care for a covered service member who is the Employee’s spouse or civil union/domestic partner, child, parent, or “next of kin.”

c. Maximum Duration

Basic Family and Medical Leave can be granted for up to a maximum of twelve (12) weeks within a rolling 12-month period. Military Exigency Leave can be granted for up to a maximum of twelve (12) weeks within a rolling 12-month period. Military Caregiver Leave can be granted for up to a maximum of twenty-six (26) weeks within a rolling 12-month period. If the leave is for the care of a child after birth, adoption or foster care placement, the Employee must complete the leave within one (1) year after the birth, adoption or foster care placement.

The 12-month period is calculated on a rolling basis measured backwards from the first date an Employee uses any family and medical leave.

When medically necessary and supported by appropriate documentation, an Employee may take “intermittent leave” or “reduced schedule” leave that is necessary due to a serious health

condition of the Employee, an eligible family member, or covered service member in a manner that is reasonable and practicable. An Employee taking leave intermittently or on a reduced schedule must provide his or her Supervisor or Supervisor/Manager with prior notice of the care, medical treatment or continuing supervision by a healthcare provider. Should such leave be granted, it must be taken within the allotted leave period. Intermittent leave and reduced schedule leave is not available when the leave is taken to care for a child after birth, adoption or foster care placement.

The Company may temporarily transfer an Employee to an alternative position with equivalent pay and benefits that better accommodates a reduced or intermittent schedule. Intermittent leaves and reduced schedules, when foreseeable, must be scheduled in a manner that will minimize disruption to Company operations.

d. Requests for Family and Medical Leave

Employees expecting to take a Family or Medical leave must submit a request for such leave by notifying the Company thirty (30) days in advance of the desired leave, and by completing a Leave Request form and informing their Supervisor or Supervisor/Manager of their need for family and medical leave.

e. Notice Requirements

If the need for family and medical leave is foreseeable, the Employee must provide advance written notice to the Employee’s Supervisor or Supervisor/Manager at least thirty calendar days in advance, or as soon as practicable if the need for leave is not known thirty days in advance. If an Employee fails to provide the required notice of foreseeable leave, the Company may delay coverage.

If the need for family and medical leave is unforeseeable, the Employee must provide notice as soon as practicable under the circumstances. The Employee or, in the case of medical emergencies, a family member is expected to promptly call his or her Supervisor or Supervisor/Manager as soon as the need for leave arises.

If the Employee is requesting leave for a military exigency, the Employee must provide notice as soon as practicable under the circumstances.

f. Certification for Various Types of Leaves

Basic Family and Medical Leave

Within fifteen days following a request for leave, Employees must provide Supervisor/Manager with a completed Certification of Health Care Provider form supporting the need for leave that is

due to the Employee's or family member's serious health condition. This form must be completed by the Employee or family member's health care provider who is responsible for providing treatment. Forms may be obtained from Supervisor/Manager.

If the Certification is incomplete or insufficient, the Company will notify the Employee in writing of the additional information needed and provide the Employee seven calendar days to provide the necessary information.

If the Employee fails to provide the completed Certification or fails to cure an incomplete or insufficient Certification, barring compelling circumstances, the request for family and medical leave will be denied and will be treated as an unexcused absence, subject to disciplinary actions up to and including termination.

If there is reason to doubt the validity of the Certification, a second or third medical opinion, at the Company's expense, may be required. Under certain circumstances, the Company may request that the Employee provide recertification related to the leave.

Military Exigency and Military Caregiver Leave

Within fifteen days following a request for leave, Employees requesting military exigency leave must provide Supervisor/Manager with: (a) a copy of the covered military member's active duty orders or other documentation issued by the military indicating that the military member is on active duty or call to active duty status and the dates of service; and (b) a certification from the Employee supporting the leave. Supervisor/Manager will provide the information required for the Employee's certification. The Company may verify appointments with third parties or the fact that a covered military member is on active duty status.

Within fifteen days following a request for leave, Employees requesting military caregiver leave must provide Supervisor/Manager with a completed Certification of Health Care Provider form from the covered service member's healthcare provider supporting the need for the leave. Forms may be obtained from Supervisor/Manager. The Company will also accept invitational travel orders ("ITOs") or invitational travel authorizations ("ITAs") in lieu of the Certification.

g. Coordination of Family and Medical Leave with Paid Leave

Concurrent Leaves - An Employee who is taking a leave that qualifies for FMLA leave under applicable federal or state law must first use all available paid time off (VACATION), short-term disability and other paid leave time, and such leave time shall run concurrently with the FMLA leave. Once VACATION or other paid leave time is exhausted,

any remaining FMLA leave shall be unpaid. FMLA leave and workers' compensation shall run concurrently if the work place injury meets the definition of a serious health condition under the FMLA.

Family and medical leave under the FMLA is unpaid. However, an Employee will be required to utilize any accrued paid time off during a family and medical leave.

h. Benefits Status

The Company will continue to provide all applicable health insurance benefits in effect for an Employee on an approved family and medical leave (12 weeks for Family and Medical Leave or qualifying Military Exigency Leave or 26 weeks for Military Caregiver Leave). Employees are required to continue to pay the Employee's portion of any medical premium contributions. Premium payments should be made to the Company. Failure to make the required premium contributions for more than thirty days may result in the cancellation of the Employee's health insurance, after notice and an opportunity to make the missed payment(s).

If an Employee elects not to return to work after the expiration of family and medical leave, the Employee will be required to reimburse the Company for all health insurance premiums paid by the Company during the leave unless the failure to return is due to the Employee's, family member's, or covered service member's serious health condition or other circumstances beyond the Employee's control.

Upon exhausting the leave and if Employee fails to return to work at the end of the leave, a loss of coverage will occur and the continuation of health care would be offered through COBRA.

i. Other Benefits Cease Accruing

Employees are not eligible for holiday pay and will not accrue VACATION during a family and medical leave. In addition, Employees will not be eligible to earn paid time off until they return to work. However, the time spent on family and medical leave will not be considered a break in length of service.

j. Obligations during Leave

Employees are expected to check in periodically with their Supervisor during the family and medical leave, including with respect to any anticipated changes to the Employee's return-to-work date and intent to return to work. This allows the Supervisor to ensure appropriate coverage needed to continue business operations, as well as to plan for the Employee's return to work. In addition, Supervisor/Manager may contact the Employee periodically to check on the status of the leave and intent to return to work and provide updates to the

Manager/Supervisor.

During an approved family and medical leave, the Employee should not engage in business on behalf of the Company and may not engage in other employment, except as permitted by law. Outside employment, other than as permitted by law, will result in disciplinary action, up to and including termination.

k. Reinstatement

Employees on family and medical leave are expected to return to work on the date provided by the Employee. An Employee who fails to return to work after family and medical leave without proper authorization shall be treated as having voluntarily terminated his or her employment.

An Employee taking leave under this Policy will generally be returned to the same position he or she held before taking family and medical leave or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. There may be compelling business circumstances such as layoffs, downsizing or reorganizations such that an Employee may not be reinstated.

In addition, the law provides an exception for certain highly compensated salaried Employees. Under certain circumstances, such "key Employees" are not guaranteed restoration to their positions if they choose to take leave. The Company will provide the Employee with notice that he or she is a key Employee at the time the Employee gives notice of the need for leave.

l. Fitness-for-Duty Certification

The Company may require a fitness-for-duty certification prior to reinstatement for Employees taking leave under the FMLA for their own serious health condition, which certifies that the Employee can return to work and perform the essential functions of the Employee's position. Under certain circumstances, reinstatement may be denied or delayed when an Employee fails to provide certification for fitness for duty.

m. Definitions

"Family member" means a:

- » Spouse; Partner; Civil Union Partner(Colorado Law)
- » Minor Children (including biological children, adopted children, foster children, stepchildren, (children of Civil Union partners, legal wards, or a child of a person standing in loco parentis), who are either under age 18, or age 18 or older and "incapable of self-care because of a mental or physical disability" at the time that FMLA leave is to commence; and

- » Parent (including biological parents, foster parents, adoptive parents, stepparents, or any other individual who stood in loco parentis to the Employee when the Employee was a child).
- » "Serious Health Condition" in the context of an Employee's own serious health condition or the serious health condition of a family member means an illness, injury, impairment, or physical or mental condition that involves:
 - » Incapacity for more than three (3) consecutive full calendar days due to an illness or injury plus continuing treatment by a health care provider. Treatment must include: (a) at least one visit to a health care provider and a regimen of continuing treatment such as prescription medication or physical therapy under the supervision of a health care provider; or (b) treatment two (2) or more times by a healthcare provider. In the latter case, the first treatment must occur within seven (7) days of the first day of incapacity and the second treatment must be within thirty (30) days of the onset of incapacity, absent extenuating circumstances.
 - » An overnight stay in the hospital, hospice, or residential medical care facility;
 - » Any period of incapacity due to pregnancy or prenatal care;
 - » Absence due to a chronic health condition for which the Employee is receiving medical treatment;
 - » Incapacity that is permanent or long-term due to a condition for which treatment may not be effective if also under the continuing supervision of a healthcare provider; or
 - » Any period of absence to receive multiple treatments by a health care provider or provider of healthcare services, who is under orders of or on referral by a health care provider for: (a) restorative surgery after an accident or other injury; or (b) a condition that would likely result in incapacity of more than three consecutive full calendar days in the absence of medical intervention or treatment.
- » "Covered Military Member" means the Employee's spouse, child or parent (as defined above) on Federal active duty or call to active duty status.

"Covered Service member" means:

- » a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
- » a veteran who is undergoing medical treatment, recuperation,

or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

“Serious Health Condition” with respect to a Covered Service member means:

- » in the case of a member of the Armed Forces (including a member of the National Guard or Reserves), an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and
- » in the case of a veteran, an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran if the veteran was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes medical treatment, recuperation, or therapy.

“Military Exigency Leave” includes:

- » Short-notice deployment: to address issues arising when the spouse or civil union/domestic partner, child or parent is notified of an impending call or order to active duty and receives less than a 7-day notice of his/her deployment;
- » Military events and related activities: to attend certain official military events or family assistance programs or briefings;
- » Childcare and school activities: to arrange or attend certain childcare or school activities when made necessary by active duty or call to active duty of a covered military member;
- » Financial and legal arrangements: to make or update certain financial or legal arrangements to address the spouse or civil union/domestic partner, child or parent's absence or to act as the covered military member's representative under certain circumstances with regard to military service benefits;
- » Counseling: to attend certain types of counseling;
- » Rest and recuperation: under certain circumstances, to spend time with the covered military member;

- » Post-deployment activities: to attend certain arrival programs and briefings for a period of 90-days following the termination of the covered military member's active duty status, or to address issues that arise from the death of a covered military member while on active duty status;
- » Additional activities: for other events that arise out of the covered military member's active duty or call to active duty where COMPANY and the Employee agree that the leave qualifies as an exigency and agree on the timing and duration of the leave.

Other Benefits Cease Accruing

Employees are not eligible for holiday pay during a leave. In addition, the Employee will not be eligible to earn paid time until you return to work. However, a leave will not be deemed a break in the Employee's length of service.

Reinstatement

When the Employee is able to return to work, you should give the Company at least two (2) weeks' notice. This is important so that the return to work is properly scheduled. Upon the Employee's return, a doctor's certificate stating that you are physically able to return to your normal duties will be required.

The Employee should understand that there is no guaranteed right to reinstatement. The Company will try to accommodate your reinstatement; however, this will have to be balanced with the needs of the Company.

EMPLOYEE PERFORMANCE REVIEW

Performance reviews are a tool for supporting communication between Employees and their Supervisor. Performance review discussions and documentation reflect how Employees perform their job in relation to the performance expectations, goals and company values.

ADDRESSING PERFORMANCE ISSUES

The Company tries to address Employee performance in a way that will allow the Company and the Employee an opportunity to work

together to resolve any performance related issues.

The Company may initially express concerns about an Employee's performance or conduct verbally. At other times, initial concerns or continuing issues may be discussed in meetings with their Supervisor.

These meetings may cover:

- » Issues or concerns
- » Actions or changes that are required
- » Possible ramifications if the problem is not resolved

The items discussed may be put in writing, at which time, Employees may be asked to sign that they have reviewed the written summary.

At the Company's discretion, it may also suspend Employees without pay or take other disciplinary steps up to, and including termination, to address performance problems. These guidelines are not a system of progressive discipline and the Company may, at its' sole discretion, employ any of these types of discipline as it deems appropriate. Nothing in this policy changes the at-will nature of employment with the Company.

EMPLOYEE PRIVACY

Employees have the right to review their personnel files at the worksite, at a time mutually convenient for employer and employee, at least once per year. Former employees can review their files once after separation from employment. Employers are permitted to designate an employee to be present during file viewing and may charge current and former employees the production cost for copying documents from the files.

"Personnel file" means records that determine the employee's qualifications for employment, promotion, additional compensation, or disciplinary action. Documents that do not qualify as personnel files may include: Documents that must be kept in a separate file (e.g., medical information, I-9);

1. Confidential reports from previous employers;
2. Documents that identify a person who made a confidential accusation against the employee who is reviewing the file; and
3. Documents related to an active criminal or disciplinary investigation or an active investigation by a regulatory agency.

An Employee's personnel file will be maintained by Manager and will only include job-related information. Employee's privacy is protected,

and only Company personnel who need the information to carry out their jobs will have access to Employee files. You may request to review your file in the presence of authorized personnel. Please contact Manager if you wish to review your file.

UNIFORMS

Uniforms are to be managed within individual stores with policies set in place and agreed upon at the time of hire.

These agreements to verify that employees, staff members, managers, etc. have received the appropriate inform items from Monfort Companies and he or she agrees that these items belong to the employer and must be returned at the end of employment in reusable condition. If they are not returned in reusable condition, the cost of the item will be deducted from the employee's final paycheck

GROOMING

The purpose of the Monfort Companies appearance policy is to inform all employees that they are to project a clean and professional personal appearance. As a condition of employment, all Monfort Companies employees must abide by the following standards of appearance:

Employees are expected to maintain high standards of personal cleanliness and to present a neat, professional appearance at all times. Without unduly restricting individual tastes, the following personal appearance guidelines should be followed

- » Multiple ear piercings (more than one ring in each ear) are not professionally appropriate and must not be worn during business hours.
- » Visible excessive tattoos and similar body art must be covered during business hours.
- » Unnaturally colored hair and extreme, hairstyles such as spiked hair and shaved heads, do not present an appropriate professional appearance.
- » Offensive body odor and poor personal hygiene is not professionally acceptable.
- » Facial jewelry, such as eyebrow rings, nose rings, lip rings, and tongue studs, is not professionally appropriate and must not be worn during business hours.
- » Employees who have long hair must pull their hair back or wear an issued Monfort Companies baseball cap.

Employees are expected to maintain the highest standards of

personal cleanliness and present a neat, professional appearance at all times.

Our customer's satisfaction represents the most important and challenging aspect of our business. Whether or not your job responsibilities place you in direct customer contact, you represent Monfort Companies with your appearance as well as your actions. The properly attired individual helps to create a favorable image for our company to the public and fellow employees.

An Employee's appearance is to be appropriate to the standards of the work setting. If you have any questions about what is appropriate, please ask your Manager/Supervisor. Appearance or personal grooming habits that are inappropriate to the job or work setting may result in disciplinary action up to and including termination

ATTENDANCE AND PUNCTUALITY

All Employees are expected to arrive at work on time daily. Timeliness and regular attendance are an essential function of all positions, as is working for the full duration of the assigned schedule, unless excused by management to leave earlier. Unscheduled absences, late arrivals and early departures are disruptive and put added burdens on other Employees. It is our expectation that our employees demonstrate regular and predictable attendance.

Employees who are going to be absent or late are required to communicate their anticipated absence, tardiness or early leave to their Supervisors soon as possible but no later than thirty (2) hours prior to the Employee's scheduled start time. Leaving messages with other Employees or on voice mail is not acceptable and is a clear violation of this policy.

- » Employees are expected to report to work as scheduled and on time. If it is impossible to report for work as scheduled, employees must call their Supervisor before their starting time.
- » If employee is no less than early for their shift, then it would be considered as late arrival, and two late arrivals in a month will be a write up.
- » One late arrival a month is permitted, if employee is getting late for some genuine reason, as a warning/grace period.
- » Leaving store before scheduled time needs permission from respective Manager.

It is expected from every employee to arrive on time, complete his or her work and leave at scheduled time.

An unexcused failure to report to work is an unapproved absence and may result in discipline up to and including termination.

The only time off that may be taken without prior approval is for personal illness or personal emergency that was not known on the last day of work.

Lateness, absences or failure to obtain approvals for paid or unpaid time off may result in disciplinary action up to and including termination.

Employees out sick for more than three (3) days need a doctor's excuse releasing them to come back to work. This confirms that the Employee is not contagious and is able to come back at full capacity or for restricted hours. Additionally, a "no call, no show" is grounds for immediate termination

Employees absent for three (3) days in succession, without notifying management will be considered to have abandoned their job and voluntarily terminated their employment.

PERSONAL PHONE USE AND USE OF COMPANY EQUIPMENT

The Company asks that Employees limit making or receiving personal calls during the workday, including the use of personal cell phones when working in the office setting. Personal cell phone ringers should be turned off. Personal long distance calls may not be charged on Company phones. Such calls should be charged to the Employee's home phone or telephone charge card. Employees should also limit text messaging to rest periods and meal breaks during their workday. Ongoing or continued texting may be distracting and contribute to errors and loss of productivity. Excessive personal phone calls or text messaging may result in disciplinary action up to and including termination.

The Company's postage meter may not be used for personal mail. The copy and fax machine and other supplies are not for personal use. If Employees have a personal need, prior approval must be obtained from their Manager/Supervisor.

Employees must be aware that telephones, computers and other equipment on Company premises are the Company's property and may be monitored or inspected at the Company's discretion. Use of Company's IT services, computers and communications equipment is subject to the Social Media Policy.

INTERNET AND ELECTRONIC COMMUNICATION

Access to the Internet has been provided to Employees for the benefit of the Company and its clients. It allows Employees to connect to information resources around the world. Every Employee has a responsibility to maintain and enhance the Company's public image and to use the Internet in a productive manner. Use of the Internet must not disrupt the operation of Company network or the network of other users. It must not interfere with your productivity.

To prevent computer viruses from being transmitted through the system, there will be no unauthorized downloading of any software. All software downloads require prior approval by the immediate Manager/Supervisory and IT Manager/Supervisor's approval

Copyright Issues

Employees using the Internet may not transmit copyrighted materials belonging to entities other than the Company. One copy of copyrighted material may be downloaded for use in research. Users are not permitted to copy, transfer, rename, add or delete information or programs belonging to other users unless given express permission to do so by the Supervisor of IT. Failure to observe copyright or license agreements may result in disciplinary action from Company, up to and including immediate termination or legal action by the copyright owner.

Passwords

While our systems may accommodate the use of passwords for security, the reliability for maintaining confidentiality cannot be guaranteed. Individual passwords do not prevent the Company from accessing your files. We have a company Password policy and you should check with your Supervisor when establishing or changing a password.

Employees are required, however, to disclose their password(s) to their Supervisor because the system may need to be readily accessed by the Company when the Employee is absent. Never disclose personal or system passwords to anyone other than authorized Company representatives.

SOCIAL MEDIA POLICY

The Company recognizes that the Internet is transforming the way we interact personally and professionally. Online social platforms

provide unique opportunities to participate in interactive discussions and share information on particular topics using a wide variety of social media, including personal and professional websites, blogs, chat rooms, bulletin boards, and social networks, such as Facebook, Twitter, LinkedIn, YouTube, texting and email. We also recognize the value of the Internet in shaping the public view of the Company. The Company supports the responsible and appropriate use of social media as further described in this Policy. However, your use of social media can pose risks to co-workers, the Company's confidential and proprietary information, reputation and business brand, can expose the Company to legal claims and can jeopardize the Company's compliance with business rules and laws.

This policy reflects the Company's commitment to meet its legal obligations and reputational interests. The policy emphasizes the importance of common sense and exercising good judgment. In keeping with this premise, Employees must follow the same standards that apply to other activities and behaviors when communicating on social media sites or on-line. Nothing in this policy is designed to interfere with, restrain, or prevent Employee communications regarding wages, hours, other terms and condition of employment, or other protected concerted activities. Employees of the company have the right to engage in or refrain from such activities.

General Guidelines:

- » Employees are expected to use their time at work and company resources in an appropriate manner. Work time should be spent on work-related matters. The Company's computers, intranet, electronic resources and equipment should be used solely for appropriate company-related activities and not to engage in posting or communications on social media sites.
- » Employees must comply at all times with the Company's policies against unlawful harassment and discrimination. Consistent with these policies, Employees should be respectful of one another and should never participate in communications in a manner that unlawfully harasses or discriminates against another Employee, customer, suppliers, or vendor based on that individual's race, color, religion, sex, national origin, age, disability, gender identity, or any other characteristic protected by state, federal, or local law.
- » The Company maintains significant efforts to protect its confidential and proprietary information. Employees should never post, share or improperly disclose or disseminate such information to outsiders or third parties. This includes posting and communications using social media.
- » Employees must adhere to all applicable privacy and confidentiality policies regarding customers.

- » Employees must respect and protect the intellectual property, copyright and trade secret rights of the Company and others when engaging in activities on social media sites. Compliance with these standards is important at all times and particularly when Employees use company resources, are at work or are on work time.
- » Employees should not use the Company's logo, letterhead or name when communicating on social media sites without the express permission and approval of managers.
- » Employees should remain aware that postings and communications transmitted on social sites are not private. Employees should consider how any communication might be perceived or what might happen if a posting or statement become known by third parties or is more widely shared or distributed than intended. They should also consider how it may reflect on the Employee and the Company. In some instances, search engines may locate communications long after they are originally posted or sent, and information, posting and communication can be forwarded or copied.
- » Employees who express opinions should include disclaimers noting that the opinions are solely their own and are not those of or endorsed by the Company.

Business Use of Social Media

The Employee should direct all questions from the media to the designated Supervisor or Manager.

An Employee who has received authorization to discuss the Company and/or our current and potential business activities, Employees, partners, clients, or competitors, please follow these guidelines:

- » Identification: Identify yourself. Include your name, and when appropriate, state your role or title within the Company.
- » Disclaimer: Use a disclaimer that "the views you express on the particular website are yours alone and do not represent the views of the Company."
- » Proof: Support any statements made online with factual evidence.
- » Notify: Let your manager know about the content you plan to publish. Your manager may want to visit the website to understand your point of view.

If you are required to use social media as part of your job duties, for the Company's marketing, public relations, recruitment, corporate communications or other business purposes, be aware that the Company owns all social media accounts used on behalf of the

Company or for business purposes, including any and all login information, passwords and content associated with each account, such as followers and contacts. The Company owns all such information and content regardless of the Employee that opens the account or uses it, and it will retain all such information and content regardless of the separation of any Employee from employment with the Company.

No Expectation of Privacy

All of the contents of the Company's IT resources, equipment and communications systems are the property of the Company. Therefore, Employees should have no expectation of privacy whatsoever in any message, files, data, document, facsimile, telephone conversation, social media post, conversation or message, or any other kind of information or communications transmitted to, received or printed from, or stored or recorded on the Company's resources, equipment and communications systems.

Monitoring

The Company has vital interests in its reputation and in legal compliance. In order to protect these interests, the Company retains the right to monitor activities and gain access to any information that uses, is received by, is transmitted by, or is stored in any company-owned, leased or operated electronic communications device, computer, electronic resources, intranet, or equipment. It also reserves the right to monitor activities and respond to communications that in any way mention or refer to the Company or its products, services, Employees, suppliers, vendors or business partners.

You are expressly advised that in order to prevent misuse the Company reserves the right to monitor, intercept and review, without further notice, every Employee's activities using the Company's IT resources, equipment and communications systems, including but not limited to social media postings and activities, and you consent to such monitoring by your acknowledgment of this policy and your use of such resources, equipment and communications systems. This might include, without limitation, the monitoring, interception, accessing, recording, disclosing, inspecting, reviewing, retrieving and printing of transactions, messages, communications, postings, log-ins, recordings and other uses of the systems, as well as, keystroke capturing and other network monitoring technologies.

The Company also may store copies of such data or communications for a period of time after they are created and it may delete such copies from time to time without notice.

Protect the Company's Goodwill, Brands, and Business Reputation.

The Employee is personally responsible for what they communicate in social media. Remember that what you publish might be available to be read by the masses (including the Company, future Employers and social acquaintances) for a long time. Keep this in mind before you post content.

Unless otherwise authorized to speak for the Company by the General Manager, you must make it clear in your social media activity that you are speaking on your own behalf. Write in the first person and use your personal email address when communicating via social media. Never post anonymously to social media sites when your post could be attributed to the Company, its affiliates, customers, clients, business partners, suppliers, vendors or other stakeholders. Anonymous posts can be traced back to the original sender's email address. Follow all guidelines in this policy regarding social media postings. If you disclose your affiliation as an Employee of the Company, you should include a disclaimer that your views do not represent those of your employer. For example, consider such language as "the views in this posting do not represent the views of my employer."

Use good judgment about what you post and remember that anything you say can reflect on the Company, even if you do include a disclaimer. Always strive to be accurate in your communications and remember that your statements have the potential to result in liability for yourself or the Company. The Company encourages professionalism and honesty in social media and other communications.

Respect Intellectual Property and Confidential Information

The Employee may not share information that is confidential and proprietary business information of the Company or of its clients or customers. This includes, but is not limited to, Company strategy, information about trade secrets, upcoming product releases, sales, finances, number of products sold, number of Employees, and any other information that has not been publicly released by the Company.

The list above is given as an example only and does not cover the range of what the Company considers confidential and proprietary information. If you have any questions about whether information has been released publicly or any other concerns, please speak with your Supervisor before releasing information that could potentially harm the Company, or our current and potential business interests, Employees, partners, customers and clients.

The Company's logo and trademarks may not be used without explicit permission in writing from the Company. This is to prevent the appearance that you speak for or officially represent the Company.

The Employee should not attempt to pass off someone else's words, photography, or other information as your own. All copyright, privacy, and other laws to such disclosure must be respected and complied with. To protect yourself and the Company against liability for copyright or trademark infringement, where appropriate, reference sources of particular information you post or upload and cite them accurately. If you have any questions about whether a particular post or upload might violate the copyright or trademark of any person or company, ask your Supervisor before making the communication.

The Employee should treat the Company's trade secrets and other confidential and proprietary information and intellectual property accordingly and not do anything to jeopardize such information by disclosing them through your use of social media. In addition, you should avoid misappropriating or infringing the intellectual property of other companies and individuals, which can create liability for yourself and for the Company.

Comply with Social Media Terms of Use for All Sites You Visit

Do not expose yourself or the Company to legal risk by using a social media site in violation of its terms of use. Review the terms of use of all social media sites you visit and ensure your use complies with them. If you are using social media as part of your job duties, pay particular attention to terms relating to:

- » Prohibitions or restrictions on the use of the social media site, including prohibitions or restrictions on use for advertising, marketing and promotions or other commercial purposes.
- » Ownership of intellectual property used on, or information collected or generated through use of, the site (for example, any of the Company's copyrighted material and trademarks that might be posted on the site, or user information the Company collects through the site).
- » Requirements for licenses or other permissions allowing use by the site owner and other third parties of the Company's trademarks or other intellectual property.
- » Privacy rights and responsibilities of the site owner and users

Respect Others

Do not post anything that the Company's customers, clients, business partners, suppliers or vendors would find offensive, including but not limited to, ethnic slurs, sexist comments, discriminatory comments, insults or obscenity.

Media

Media inquiries for information about the Company and our current

and potential products, Employees, partners, clients, and competitors should be referred a Director.

Non-solicitation

Use of the Internet and social media for personal gain or advancement, or for solicitation of or in connection with non-Company business is strictly prohibited

Employee Legal Liability

Each person at the Company is personally responsible, and may be legally liable, for the content he or she publishes online. You could be sued for not disclosing your relationship to the Company, or for inappropriate or unlawful use of the Internet and social media. In addition to legal claims, inappropriate or unlawful use of the Internet and social media, including failing to comply with this Social Media Policy, could result in disciplinary action up to and including employment termination.

Nothing in this Social Media Policy is intended to prohibit any Employee from receiving a communication or engaging in activities that are protected by law. Examples of such activities include, but are not limited to, communications between Employees related to wages, hours and other terms and conditions of employment.

If you have any questions, please ask a member of your Manager for guidance on compliance with this Policy and the laws.

SECURITY AND INSPECTION

Inspections are sometimes required to enforce work and safety rules or to protect Employees, facilities, and inventory of the Company.

Employees are required to cooperate fully any time a member of the management team feels it is necessary to inspect any work areas, including workstations, lockers, desks, Employee facilities, voice mail, or any items brought onto the work site. Employees are expected to provide the Company with any lock combinations or other information needed to access these items. Failure to comply with this policy may lead to disciplinary action, including termination.

EQUIPMENT AND COMPANY PROPERTY

All Company property and equipment, including Company-rented

property and equipment, must be used only for the benefit of the Company's business and must be used properly and maintained in good working order. When using Company equipment, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines. Improper, careless, negligent, destructive or unsafe use or operation of Company equipment may result in disciplinary action, up to and including discharge. Notify your supervisor if any Company property or equipment appears to be damaged, defective, or in need of repair, or if you require guidance on its usage. Unauthorized use of Company property or equipment by employees or non-employees is prohibited. Employees who lose, steal, misuse, abuse, sell, loan or give away Company property may be personally liable for replacing or fixing the item and may be subject to discipline, up to and including discharge. Employees are not permitted to use the Company's equipment for non-work purposes.

MISCELLANEOUS RULES OF CONDUCT

Employees are expected to use sound judgment and respect the rights of fellow Employees to promote and maintain a safe, comfortable, and congenial work environment. It is impossible to make a comprehensive list of all of the possible kinds of conduct that would be considered as inappropriate, but examples of some of the general types of conduct that cannot be allowed are:

- » Reporting to work under the influence of drugs or alcohol; use, possession, or sale of drugs or alcohol on the Company premises; any other conduct in violation of the Company's Drug and Alcohol-Free Workplace Policy;
- » Violating the Company's Anti-Discrimination and Anti-Harassment policy;
- » Threatening or cursing at a fellow Employee;
- » Physically assaulting a fellow Employee;
- » Purposely giving wrong information when reporting hours worked or tasks completed or falsifying any document;
- » Stealing or removing money or anything of value from the Company;
- » Protecting others or cooperating with those who break these and other policies or commit illegal acts;
- » Committing a fraudulent act or a breach of trust under any circumstance;
- » Failure to notify their Supervisor if Employee is unable to complete their assigned or expected tasks within the defined

timeframe;

- » Soliciting or accepting gratuities from Employee's customers or clients;
- » Falsifying employment or other Company records;
- » Failure to complete time reporting system within defined timeline;
- » Misuse of Company email and the Internet;
- » Posting, removing or altering notices on any bulletin boards or on Company property without permission of Manager.
- » Smoking in restricted areas or non-designated times, in accordance with Company policy;
- » Using Company property and supplies, particularly for personal purposes in an excessive, unnecessary, careless or unauthorized way;
- » Spreading malicious gossip and/or rumors; engaging in behaviors which create discord and lack of harmony; interfering with another employee on the job;
- » Any act of retaliation or reprisal against anyone who in good faith reports suspected violations of law, regulation, the Company policy or our Code of Conduct;
- » Any activity, practice or act that is inconsistent with the Company's best interest

VIOLATIONS OF ANY GUIDELINES LISTED HEREIN MAY RESULT IN DISCIPLINARY ACTION, UP TO AND INCLUDING IMMEDIATE TERMINATION. IF NECESSARY, THE COMPANY WILL ADVISE THE APPROPRIATE LAW ENFORCEMENT OFFICIALS OF ANY LEGAL VIOLATIONS.

RULES OF SAFETY

The Company makes a conscious effort to provide a work environment free from recognized hazards that may cause injury. It is the policy of the Company to provide a safe and healthy workplace.

To maintain a safe work environment, the Company provides safety and sanitation training and adheres to all the local, state and federal safety laws and follows the principles of safe working conditions. We ask our associates to do the same. If you discover an unsafe working condition, report it to your manager immediately. The Company will correct the situation as soon as possible.

Employees at all levels of the organization are responsible for correcting or placing warnings on unsafe conditions within their immediate work area and within their control.

Employees are encouraged to identify present and potential health and safety problems without fear of retaliation or reprisal.

INJURY REPORTING

All work related injuries are to be reported immediately to your manager and an accident report is to be completed as to the circumstances, which led to the accident. Managers should fax accident reports to the Supervisor/Manager Department in the Denver Office within 24 hours, even if all facts are not yet available.

Absence Due to Job-Related illness or Injury

If an associate becomes incapacitated and unable to work due to a job related illness or injury, the Company will request that the associate secure immediate medical treatment. Any associate sent to a doctor as a result of an injury or occupational illness on the job will be paid according to state laws and regulations.

In no case shall an associate receive less than his/her regular full day's pay on the date of injury, unless, in the opinion of the doctor, the associate is capable of returning to work on that day. In which case, the associate shall return to work or forfeit his/her right to pay for the remainder of the day.

Absences due to occupational illness or injury shall be treated pursuant to existing workers compensation guidelines and insurance procedure

The Company will aggressively seek to return an associate to work in either a light duty capacity or for regular duty assignments as soon as they are determined to be physically fit and able to perform work as prescribed by a Company-designated physician.

Employees will be given a copy of the safety rules upon initial employment. Employees must sign and return the acknowledgment form after they have been given a chance to review the safety rules and ask any questions. The safety rules will be periodically reviewed, by management to ensure they are applicable and current.

Employees will be subject to disciplinary action for violations of safety rules. Employees who fail to observe safety rules and practices may be subject to disciplinary action up to and including termination. Safety rules are provided as guidelines for safe operations. All employees must follow these rules as a condition of employment.

DRUG & ALCOHOL FREE WORKPLACE

We believe our Employees have the right to work in an alcohol and drug-free environment and to work with persons free from the

effects of alcohol and drugs. Employees who abuse alcohol or drugs are a danger to themselves and to other Employees. To further its interest in avoiding accidents, to promote and maintain safe and efficient working conditions for its Employees, and to protect its business, property, equipment, and operations, the Company has established this Drug and Alcohol Abuse Free Workplace Policy ("Policy") concerning the use of alcohol and drugs. As a condition of continued employment with the Company, each Employee must abide by this Policy.

If questions arise regarding this Policy, please direct them to a Director.

This Policy covers all Employees, including contract or temporary Employees while performing the Company services.

The intention of Monfort Companies policy on drug and alcohol use is to clarify the standard of conduct expected of all employees in the performance of their responsibilities. Compliance with this policy is a condition of employment for all present and future employees.

Inspections

The Company reserves the right to inspect company vehicles, premises (including owned or leased parking lots), and property (including offices, desks, lockers and other repositories) and personal effects (such as lunch boxes/bags, purses, gym bags, backpacks, handbags, briefcases, packages or coats) where there is reasonable cause to believe an Employee has violated this Policy. Where reasonable cause exists to believe an Employee has used, possessed, consumed, transferred, transported, distributed, manufactured, sold, purchased or dispensed illegal drugs on the Company premises, in company vehicles or during working time, the Company will notify and cooperate with an appropriate law enforcement agency in any related investigation (e.g., permitting drug detection/sniffing dogs on company property). Where reasonably practical, inspections will be conducted in the presence of the Employee implicated in the potential Policy violation.

Non-discrimination

Per the Americans with Disability Act and similar state law requirements, the Company does not discriminate against Employees or applicants who are qualified individuals with a disability who are not current illegal drug users and who do not otherwise violate this Policy, including individuals who are no longer engaging in such use and: 1) have successfully completed or who are currently participating in a supervised rehabilitation program; or 2) have otherwise been rehabilitated successfully.

Definitions

For purposes of this Policy:

1. "Drug" means a controlled substance, as defined in Schedules I through V of Section 202 of the Controlled Substances Act, 21 U.S.C. § 812, including cocaine, opiates, marijuana, amphetamines, phencyclidine (PCP). The term "illegal drug" includes any drug the possession or use of which is illegal under federal, state, or local law, and includes prescription medications not used by the person for whom prescribed or used in a manner other than prescribed.
2. "Under the influence of alcohol" means (1) the presence of alcohol in the individual's system which equals or exceeds a blood alcohol content (BAC) of .08; or (2) behavior, appearance, speech, or bodily odors that lead a Supervisor or manager to reasonably suspect that the Employee is impaired by alcohol during working time or on Company premises.
3. "Under the influence of drugs" means (1) the presence of any detectable amount of an illegal drug or its metabolites demonstrated by a verified positive drug test result, or (2) behavior, appearance, speech, or bodily odors that lead a Supervisor or manager to reasonably suspect that the Employee is impaired by illegal drugs or is using illegal drugs during working time or on Company property.
4. "Abuse of any legal drug" means the use of any legal drug (a) for purpose other than the purpose for which it was prescribed or manufactured; or (b) in a quantity, frequency, or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer.
5. "During working time" means time during which the Employee is being paid to work for or represent the Company or the Employee is in fact representing the Company's interests. The term also includes all paid break and meal periods.
6. "Safety-sensitive position" means a job, including any Supervisory or management position, in which impairment caused by drug or alcohol usage, would threaten the health or safety of any person.

Prohibited Conduct

Company Employees are strictly prohibited from engaging in the conduct listed below.

1. With respect to illegal drugs, Employees violate this Policy by engaging in the following conduct, whether or not during work time or on the Company premises or property:
 - a) bringing and/or storing (including in a desk, locker, automobile, or other repository) illegal drugs or drug paraphernalia on the

Company's premises or property, including company-owned or leased vehicles, in vehicles used for business purposes or a customer's premises;

- b) having possession of, being under the influence of, testing positive for, or otherwise having in one's system, illegal drugs;
 - c) using, consuming, transferring, transporting, distributing or attempting to distribute, manufacturing, selling, purchasing, or dispensing illegal drugs;
 - d) abuse of prescription drugs which includes exceeding the recommended prescribed dosage or using others' prescribed medications;
 - e) switching, tampering with or adulterating any specimen or sample collected under this Policy, or attempting to do so;
 - f) refusing to cooperate with the terms of this Policy which includes submitting to questioning, drug testing, medical or physical tests or examinations, when requested or conducted by the Company or its designee; a refusal to test includes conduct obstructing testing such as failure to sign necessary paperwork, failing to report to the collector and/or collection site at the appointed time and failing to be reasonably available for a post-accident test;
 - g) failure to advise a Supervisor or Manager of the use of a prescription or over-the-counter drug which may alter the Employee's ability to perform the essential functions of his or her job, including situations in which use would create a significant risk to the health or safety of others that cannot be eliminated by reasonable accommodation;
 - h) failure of Employees to notify a Supervisor or Manager before going to work if he or she believes that he or she is under the influence of drugs; or,
2. With respect to alcohol, Employees violate this Policy by engaging in the following conduct during work time or on the Company premises or property, or as otherwise provided:
3. bringing and/or storing (including a desk, locker, automobile, or other repository) alcohol on the Company premises or property, including Company owned or leased vehicles, in vehicles used for Company purposes or a customer's premises;
- a) having possession of, being under the influence of, testing positive for or having in one's system, alcohol;
 - b) using, consuming, transporting, distributing or attempting to distribute, manufacturing, selling or dispensing alcohol;
 - c) switching, tampering with or adulterating any specimen or sample collected under this Policy, or attempting to do so;

- d) refusing to cooperate with the terms of this Policy which includes submitting to questioning, alcohol testing, medical or physical tests or examinations, when requested or conducted by the Company or its designee; a refusal to test includes conduct obstructing testing such as failure to sign necessary paperwork, failing to report to the collector and/or collection site at the appointed time and failing to be reasonably available for a post-accident test; or
- e) failure of Employees to notify his or her Supervisor before going to work if he or she believes that he or she is under the influence of alcohol.

Disciplinary Action

Employees who engage in any of the prohibited conduct listed above are in violation of this Policy and are subject to discipline, up to and including termination of employment at the Company's sole discretion. While the discipline imposed will depend on the circumstances and the Company reserves the right to determine, in its discretion, discipline imposed, ordinarily certain offenses will result in immediate termination (e.g. possession, sale or use of illegal drugs on the Company premises or during working time).

All Employees subject to post-accident or reasonable cause testing and each Employee with an initial positive test result will be removed from his or her position and, at the Company's discretion, receive either a non-disciplinary suspension or transfer, until the Company receives the confirmatory test results (or, if requested, after any confirmatory retest the Company permits).

Employees who are terminated as the result of a positive verified or confirmed test result may not re-apply for a period of 90 days after receipt of the results by the Company. Employees who fail to, as determined by the Company, successfully complete any rehabilitation program may not re-apply for a period of 90 days from the date of the referral or the date of Rehabilitation/Return-to-Work Agreement, whichever is earlier.

Use of Legal Drugs

The Company recognizes that Employees may, from time to time, be prescribed legal drugs that, when taken as prescribed or according to the manufacturer's instructions, may result in impairment. Employees may not work while impaired by the use of legal drugs if the impairment might endanger the Employee or someone else, pose a risk of significant damage to Company property, or substantially interfere with the Employee's job performance. If an Employee is so impaired by the appropriate use of legal drugs, he or she may not report to work. To accommodate the absence, the Employee may

use accrued paid time off time. The Employee may also contact their Manager to determine whether or not he or she qualifies for an unpaid leave of absence.

Nothing in this Policy is intended to sanction the use of accrued VACATION to accommodate absences due to the abuse of legal drugs. Further, nothing in this Policy is intended to diminish the Company's commitment to employ and reasonably accommodate qualified disabled individuals. The Company will reasonably accommodate qualified disabled Employees who must take legal drugs because of their disability.

Confidentiality

Disclosures made by Employees to an Employee's Supervisor or any manager concerning his/her use of legal drugs will be treated confidentially and will not be revealed to managers or Supervisors unless there is an important work-related reason to do so in order to determine whether it is advisable for the Employee to continue working. Disclosures made by Employees to the Director, concerning their participation in any drug or alcohol rehabilitation program will be treated confidentially.

Drug Testing of Employees

The Company reserves the right, within the limits of federal, state or local laws, to examine and test for the presence of drugs and/or alcohol, including the right to conduct on-site collections as well as point-of-collection testing and the right to use drug or alcohol test results conducted by a third party including, but not limited to, law enforcement agencies and hospitals as the basis for determining whether an Employee has committed misconduct. Under the conditions of this Policy, applicants or Employees may be asked to submit to a medical examination and/or submit to hair, urine, saliva, sweat, breath, blood or other testing for drugs and/or alcohol. All costs related to testing will be paid by the Company, with the exception of any permitted confirmatory re-tests, which, unless restricted by law, the donor requesting the re-test must pay. Testing will occur during working time.

The circumstances in which testing will be performed include, but are not limited to, the following:

Reasonable Suspicion Testing. If an Employee's Supervisor or other company manager has a reasonable suspicion that the Employee is working in an impaired condition or otherwise engaging in conduct that violates this Policy, the Employee will be asked about any observed behavior and offered an opportunity to give a reasonable explanation. Reasonable cause/suspicion means a basis for forming a belief based on specific facts and rational inferences drawn from

those facts. If the Employee is unable to explain the behavior, he or she will be asked to take a drug and/or alcohol test in accordance with the procedures outlined below.

POST-ACCIDENT TESTING

Alcohol and/or drug screening may be required for employees holding safety-sensitive positions following any work-related accident or any violation of safety precautions or standards, whether or not an injury resulted from such accident or violation.

SMOKING

The Company requires that Employees follow the NO SMOKING policy

No smoking is permitted inside any company facility including restrooms!

Smoking is allowed in designated areas outside of the building. Employees who smoke are expected to keep the environment as smoke-free and clean as possible by putting out cigarettes, cigars, pipes, and e-cigarettes. Employees who smoke must limit their smoking breaks to their regularly scheduled meal and rest breaks.

Employees that smoke in a restricted or non-designated area may be subject to disciplinary action up to and including termination

WORKPLACE VIOLENCE AND BULLYING

- » The Company is committed to providing a safe and secure working environment for our Employees. Workplace violence refers to behavior that is personally offensive, threatening or intimidating. Any acts or threats of physical harm, including intimidation, harassment, and/or coercion, which involve or affect the Company or any of its Employees, which occur on Company property or are related to the workplace, will not be allowed.
- » Examples of conduct, which may be considered threatening or potentially violent and therefore workplace violence, include, but are not limited to the following:
- » Threatening physical or aggressive contact directed toward another individual, which interferes with the job performance of fellow employees ;
- » Threatening an individual or his/her family, friends, associates or property with physical harm;

- » The destruction or threat of destruction of Company property or property of an Employee or other person affiliated with the Company; this does not include work stoppage activities;
- » Harassing or threatening phone calls;
- » Surveillance or stalking;
- » Repeated unexplained and unwelcome visits to the home of an Employee or other persons related to the Company;
- » Insinuating physical harm or like intimidation which could interfere with the job performance of fellow employees;
- » Possession of firearms, or bringing firearms, lethal weapons, or explosive material on Company premises.
- » In addition, we will not tolerate any form of workplace bullying defined as “repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment”.
- » Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant and will not be given consideration when meting out discipline. As in sexual harassment, it is the effect of the behavior upon the individual that is important. The following types of behavior are examples of bullying:
- » Verbal bullying: Slandering, ridiculing or maligning a person or his/her family; persistent name calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- » Physical bullying: Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault; damage to a person’s work area or property.
- » Gesture bullying: Non Verbal threatening gestures or glances that convey threatening messages.
- » Exclusion: Socially or physically excluding or disregarding a person in work-related activities.

We encourage our Employees to report any concerns related to workplace violence or harassment to their Supervisor, Manager or Director.

The Company will make the sole determination of whether, and to what extent, the Company will act upon threats or acts of violence. The Company will make a judgment as to what action is appropriate, including corrective or disciplinary action up to and including termination.

WEAPONS

It is the intent of The Company to provide a safe and secure workplace for Employees, clients, customers of clients, visitors and others with whom we do business. The Company has “zero tolerance” for, and expressly forbids the possession of, while on Company property, any type of weapon, firearm, explosive, and/or ammunition. For purposes of this policy, Company property includes, but is not limited to, all Company facilities, Company-provided parking areas and vehicles and equipment that are either leased or owned by the Company or a Company client.

In addition, the Company strictly prohibits the carrying or possession of any weapon in a parking facility or parking area, including in Employee-owned vehicles parked on Company property.

The possession of firearms or other weapons on Company property may be cause for discipline, up to and including immediate termination of employment. In enforcing this policy, the Company reserves the right to request inspections of any Employee and their personal effects while on Company property, to the extent allowable under applicable law. Any Employee who refuses to allow such an inspection will be subject to the same disciplinary action as having been found in possession of firearms or other weapons. Employees within the Company share the responsibility identifying violators of this policy. An Employee who either witnesses or suspects another individual of violating this policy should immediately report this information to their dedicated Supervisor or Manager.

FUNDRAISING & SOLICITING FROM FELLOW EMPLOYEES

The Company believes that Employees should not be disturbed or disrupted in the performance of their job duties. For this reason, the Company has implemented the following rules:

1. You may not engage in solicitation of other Employees or distribution of literature for any purpose during work time.
2. Any solicitation or distribution interfering with another Employee’s workday when he/she is engaged in or required to be performing his/her work tasks is also prohibited.
3. Distribution of literature of any kind is not permitted in any work areas at any time.
4. Persons not employed by the Company are not permitted to solicit or distribute literature on Company property.
5. Examples of prohibited solicitations include but are not limited to solicitation for memberships, subscriptions, raffles, tickets,

or collections. Examples of prohibited distributions include but are not limited to the distribution of circulars, flyers or any other printed materials.

Questions should be referred to your Supervisor/Manager.

EXTREME WEATHER AND NATURAL DISASTERS

Severe weather, a natural disaster or other state of emergency may create circumstances that prevent Employees from safely traveling to and from work. The Company will attempt to provide instructions for Employees to follow if the facility will be closed due to damage to the building or highways leading to the building. If you are in doubt about reporting to work, contact your Supervisor for guidance.

The Company may also decide to delay opening for the purpose of allowing sufficient safe travel time to report to work. Delayed openings pertain to the Company's start time and not to the start of the Employee's shift. Employees who do not report to work when there is a delayed opening will be charged vacation time or will not be paid and, if the time off is not approved, may be subject to disciplinary action, including termination.

VISITORS (INCLUDING OFF DUTY EMPLOYEES) AND PETS IN THE WORKPLACE

At no time is an off-duty associate permitted in the store, especially behind the counter or in the back-of-house. Additionally, at no time is an off-duty associate permitted to be in the store before it opens or after it closes. If an off-duty associate chooses to visit the store as a paying guest, this is permitted. However, as a paying guest, the associate will be expected to behave as a paying guest remaining away from behind the counter or back-of-house areas, leaving the store when (s)he is finished eating, and not remaining in the store during non-business hours.

Associates are not permitted to have visitors while on-duty. Therefore, at no time is it acceptable for the friends or family of an associate to visit the store unless (s)he is a paying guest. However, as a paying guest (s)he will be treated as a paying guest and will not be permitted in the store during non-business hours. Nor will (s)he be permitted to loiter in the store during business hours once (s)he has finished his/her meal.

The Company fosters an environment of flexibility and openness. However, it also is concerned with security, liability, and health and safety issues for its Employees. For this reason, we discourage Employees from bringing in their children, pets, and other non-

Company Employees into the office for a full day. Of course, this does not mean we do not enjoy visitors from time to time.

PETS IN THE WORKPLACE

The Company feels it is not appropriate to bring pets into the workplace, and thus, prohibits Employees from doing so for the following business reasons:

- » With consideration of Health and Safety issues, pets can spur allergic reactions among co-workers, which can cause interruptions to their ability to work effectively.
- » Work is disrupted because of the need to take pets outside.
- » Some Employees have a genuine fear of dogs, cats, etc., which needs to be respected.
- » Finally, there are concerns of liability for an organization should an Employee be bitten or injured by a pet brought to work.

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

CASH POLICY

All Monfort Companies associates must comply with requirements of the Company's cash management policy and procedures.

All employees at time of hire or promotion to position of Supervisor, Assistant Manager, General Manager, Area Manager, District Manager or Director of Operations, shall be given a copy of the Cash Management Policy and shall sign a statement acknowledging they have received it, understand it and agree to adhere to its terms.

Your Responsibility to Report: Any associate who is a witness to; has knowledge of; or is involved in (1) a crime, (2) company loss, (3) threats, (4) or other inappropriate behavior or misconduct, must immediately report the incident to his/ her immediate supervisor or the Supervisor/Manager Department.

The Company reserves the right to investigate all incidents resulting in loss, injury, risk of loss, or violation of Company policy. Associate cooperation with Company officials and civil investigative agencies is a condition of employment. Individuals who fail to fully cooperate and/or provide false or misleading information during an investigation will be subject to disciplinary action up to and including termination, as well as possible criminal prosecution.

Employees who violate the cash management procedures policy will be subject to immediate discipline, up to and including termination.

ACKNOWLEDGMENT OF REVIEW OF EMPLOYEE HANDBOOK

This handbook supersedes all previous personnel memos, materials, and handbooks. The information in this handbook is for use as a guideline only and does not create a contract of employment or contract rights of any kind. The Company reserves the right to revise or change the information in this handbook at any time, with or without notice, with the exception of the “at will” employment policy. Owing to limitations of space, ongoing changes within the Company and periodic changes in applicable Federal and State laws, the information in this manual cannot be a complete or final statement as to Company policy. Therefore, Employees may contact Manager, Supervisor or Director for information regarding the applicability of the guidelines in this manual to any particular situation.

By signing below, I acknowledge the following:

I have received a copy of and/or reviewed the Employee Handbook.

I understand that I am being asked to become familiar with the information contained in the Handbook and raise any questions that I may have about the stated policies and procedures with my Supervisor or Manager

I understand that as a matter of Company policy, employment is at the will of the Employee and the Company, and can be terminated at any time, with or without cause.

I understand that this Employee Handbook is the property of the Company and must be returned to the Company in the event of termination of employment.

Further, I understand that no one other than the Owner of the Company may modify or change the “at will” nature of my employment relationship. Any such modification must be in writing and signed by the Owner of the Company and me.

Employee Signature

Date