



**Asseff Enterprises, LLC**

**Asseff Enterprises, LLC**

**Asseff Enterprises Manager Handbook**

**February 11, 2025**

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# Core Policies

## 1.0 Welcome

### 1.1 A Welcome Policy

Welcome! You have just joined a dedicated organization. We hope that your employment with Asseff Enterprises, LLC will be rewarding and challenging. We take pride in our team members as well as in the products and services we provide.

The Company complies with all federal and state employment laws, and this handbook generally reflects those laws. The Company also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

The employment policies and/or benefits summaries in this handbook are written for all team members. When questions arise concerning the interpretation of these policies as they relate to team members who are covered by a collective-bargaining agreement, the answers will be determined by reference to the actual union contract, rather than the summaries contained in this handbook.

Please take the time now to read this handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The Company reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the workplace.

If you have questions about your employment or any provisions in this handbook, contact Human Resources.

We wish you success in your employment here at Asseff Enterprises, LLC!

All the best,

Alex & Erika Asseff, Owners  
Asseff Enterprises, LLC

### 1.2 At-Will Employment

Your employment with Asseff Enterprises, LLC is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the Company at any time, with or without notice and with or without cause.

Nothing in this handbook or any other Company document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the owners have the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the owners.

If a written contract between you and the Company is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

## **2.0 Introductory Language and Policies**

### **2.1 About the Company**

Asseff Enterprises is a Subway franchise company with 32 locations across Arkansas. We're a family-minded, community-focused team that likes to have fun, make great sandwiches, and celebrate each other's successes along the way! As a Subway franchise company, our mission is to serve our guests and communities well. That starts with happy employees, so we believe in creating a positive and productive place to work. The way we do that is through setting goals, inviting friendly competition, recognizing accomplishments, and growing our company by promoting from within.

### **2.2 Ethics Code**

Asseff Enterprises, LLC will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and team members are expected to adhere to high standards of business and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to the Company.

We expect that officers, directors, and team members will not knowingly misrepresent the Company and will not speak on behalf of the Company unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about the Company or operations, or that of our customers or partners, is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to privacy).

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

### **2.3 Revisions to Handbook**

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including Asseff Enterprises, LLC policies and procedures. The handbook is not a contract. The Company reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in either a written supplement to the handbook, in a posting on company bulletin boards, or through the Paychex Flex App.

## **3.0 Hiring and Orientation Policies**

### **3.1 Conflicts of Interest**

Asseff Enterprises, LLC is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor to the Company, you must disclose it to your managers. If an actual or potential conflict of interest is determined to exist, the Company will take such steps as it deems necessary to reduce or eliminate this conflict.

### **3.2 Employment Authorization Verification**

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of

employment with Asseff Enterprises, LLC. If you are currently employed and have not complied with this requirement or if your status has changed, inform your managers.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Company.

### **3.3 Job Descriptions**

Asseff Enterprises, LLC attempts to maintain a job description for each position. If you do not have a current copy of your job description, you should request one from your managers.

Job descriptions prepared by the Company serve as an outline only. Due to business needs, you may be required to perform job duties that are not within your written job description. Furthermore, the Company may have to revise, add to, or delete from your job duties per business needs. On occasion, the Company may need to revise job descriptions with or without advance notice to team members.

If you have any questions regarding your job description or the scope of your duties, please speak with your managers.

### **3.4 New Hires and Introductory Periods**

The first 30 days of your employment is considered an introductory period. During this period, you will become familiar with Asseff Enterprises, LLC and your job responsibilities, and we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Your introductory period with the Company can be shortened or lengthened as deemed appropriate by management and Human Resources. During the introductory period, you are not permitted to have any unexcused absences. Doing so may result in disciplinary action up to termination. All Team Members are required to complete the Sandwich Artistry curriculum on the University of Subway before the end of the introductory period in order to be considered for continued employment. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

### **3.5 Posting of Openings**

Asseff Enterprises, LLC desires to promote qualified team members from within where it believes that is possible, consistent with the need to assure that all positions are staffed by highly competent individuals. New job openings generally will be posted on the store bulletin boards and/or on our digital platforms (company Facebook page, [asseffenterprises.com](http://asseffenterprises.com)).

### **3.6 Training Program**

In most cases, and for most stores, training team members is done on an individual basis by the store manager. Even if you have had previous experience in the specified functions of your job duties, it is necessary for you to learn our specific procedures, as well as the responsibilities of the specific position. All new hires are required to complete our company's Team Member Training Checklist during the beginning of their employment. New hires are also required to complete the Sandwich Artistry curriculum on the University of Subway within 30 days of their start date. If you ever feel you require additional training, consult your managers.

#### **Management Training Program**

The Management Training Program has a length of six weeks. It consists of all the training that a store manager needs to successfully manage a Subway Restaurant.

#### Requirements:

- Must pass a pre-employment hair follicle drug test
- Must pass a background check
- Must have open availability to work any hours including nights, weekends, etc.
- Must have a valid driver's license
- All University of Subway courses must be completed for both Sandwich Artistry and Sandwich Artistry 2.0 curriculums
- The Management Training Checklist must be completed
- Must score an 80% or higher on the Asseff Enterprises' Manager Exam
- Must have a sandwich speed time of 80 seconds or faster

## **4.0 Wage and Hour Policies**

### **4.1 Attendance**

We define an absence as failure to report and remain at work as scheduled; this includes late arrival at work and leaving early as well. Absence then includes all time lost from the job whether excused or unexcused, avoidable, or unavoidable. The only exceptions to this definition of absence are vacations, death in the immediate family, workers' compensation cases, approved leaves of absence, and days for which no work is scheduled.

If you know ahead of time that you will be absent or late, provide reasonable advance notice to your managers. You may be required to provide documentation of any medical or other excuse for being absent or late where permitted by applicable law.

Asseff Enterprises, LLC reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences where permitted by applicable law. Absences resulting from approved leave, vacation, or legal requirements are exceptions to the policy.

Asseff Enterprises, LLC has an Attendance Point System that is strictly enforced. The parameters are as follows:

- -6 points = Termination
  - (Area Managers have the authority to override a termination at their discretion)
- -1 point for leaving a scheduled shift early without management approval
- -1 point for being 15 or more minutes late for a shift
- -1 point for calling in for a scheduled shift more than 4 hours before the shift starts without finding a co-worker to work the shift
- -2 points for calling in for a scheduled shift less than 4 hours before the shift starts without finding a co-worker to work the shift
- +1 point for working a shift for a co-worker

### **4.2 Child Labor Laws**

For children under 18 years of age the following rules apply:

- Can't work more than 6 days in a week
- Can't work more than 6 days in a row
- Can't work more than 10 hours in any one day
- Can't work before 6:00 am or after 11:00 pm
- The same rules apply for both home school and summer school

### **4.3 Direct Deposit**

Asseff Enterprises, LLC encourages all team members to enroll in direct deposit. If you would like to take advantage of direct deposit, ask Payroll or your manager for an application form. Typically, the bank will

begin the direct deposit of your payroll within 30 calendar days after you submit your completed application.

If you have selected the direct deposit payroll service, a written explanation of your deductions will be given to you on paydays described in the preceding sections in lieu of a check.

If you would like to make any changes to your direct deposit, then you will be required to complete an updated direct deposit application form. If you would like to discontinue direct deposit, then you will be required to state as such in a written statement that is submitted to Payroll.

#### **4.4 Introduction to Wage and Hour Policies**

At Asseff Enterprises, LLC, pay depends on a wide range of factors, including pay scale surveys, individual effort, profits, work ethic, attitude, merit, and market forces. If you have any questions about your compensation, including matters such as paid time off, commissions, overtime, benefits, or paycheck deductions, speak with your Managers.

#### **4.5 Job Abandonment**

If you fail to show up for work or fail to call in with an acceptable reason for the absence of a scheduled shift, you may be considered to have abandoned your job and voluntarily resigned from Asseff Enterprises, LLC.

#### **4.6 Paycheck Deductions**

Asseff Enterprises, LLC is required by law to make certain deductions from your pay each pay period, including deductions for federal income tax, Social Security and Medicare (FICA) taxes, and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. Permissible deductions for exempt team members may also include, but are not limited to, deductions for full-day absences for reasons other than sickness or disability and certain disciplinary suspensions. You may also authorize certain voluntary deductions from your paycheck where permissible under state law. Your deductions will be reflected in your wage statement. If you have any questions about deductions from your pay, contact your Managers.

The Company will not make deductions to your pay that are prohibited by federal, state, or local law. Review your paycheck for errors each pay period and immediately report any discrepancies to your Managers.

You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

The Company will not retaliate against employees who report erroneous deductions in accordance with this policy.

#### **4.7 Recording Time**

Asseff Enterprises, LLC is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain team members. To ensure that the Company has complete and accurate time records and that team members are paid for all hours worked, nonexempt team members are required to record all working time by time clocking in and out on the store's SubwayPOS (the register). Exempt team members may also be required to track days or time worked. Speak with your managers for specific instructions.

You must accurately record all of your time to ensure you are paid for all hours worked and must follow established Company procedures for recording your hours worked. Time must be recorded as follows:



- Immediately before starting your shift.
- Immediately after finishing work, before your meal period.
- Immediately before resuming work, after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work.

Notify your managers (or payroll department) of any pay discrepancies, unrecorded or mis recorded work hours, or any involuntarily missed meal or break periods.

If any adjustments need to be made to time punch records, you must notify your supervisor. The Company requires a Time Clock Adjustment Form to be completed and signed by the affected employee and the supervisor for any adjustments made to time punch records.

Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." If you falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including termination. Immediately report to your supervisor or appropriate department any employee, supervisor, or manager who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock.

Each store manager is responsible for tracking their team members' hours. This includes when your team members are working in other stores. It is not the responsibility of the other manager to keep up with your team members. Paychecks may only be given to the team member they're addressed to. If a team member can't pick up their paycheck, then the following action must be taken: a handwritten note must be in the possession of an area manager or the office stating the full name of the person picking up their paycheck along with the date and the team member's signature. The person picking up the paycheck must present proper identification before they're given the paycheck.

## **Manager Phone Logs**

Store Managers are required to submit Manager Phone Logs each week by scanning and emailing to HR by 9 am each Wednesday if they wish to be compensated for any work-related phone calls that take place while they are not clocked in at the store. At the conclusion of each week, the store manager will need to do a time clock adjustment on the register to add the total time from their manager phone log to the last day (Tuesday) of the pay period. A time clock adjustment form will have to be completed and submitted in the payroll portion of the monthly folder as well.

## **4.8 Tips Policy**

*Subway approved tip jars may be used pending the following rules are observed:*

- No tape or paper on the jar, soliciting tips is not allowed
- All tips must be split equally between all team members working the shift in which they were received
- If any team member leaves before the shift (such as a short shift) their share of the money is to be saved for them and given to them the next time they work or on payday (store manager discretion)
- It is your responsibility to claim your cash tips as income on your tax returns
- Tips may be used to cover small cash shortages from your shift as long as all team members agree

Credit card tips will automatically be split equally between all team members and managers that were clocked in at the time of the tip (Tips Summary Report is to be turned in each week with the weekly folders to the office so the HR Admin can include credit card tips on paychecks)

## **4.9 Pay Raises**

Raise requests must be submitted by the employee's direct supervisor through the company website for approval. In order to be eligible for any pay raises, the employee must be working at a store with an acceptable profit margin and have a sandwich speed test time of 80 seconds or less for the footlong turkey sandwich with the standard ingredients.

## 5.0 Performance, Discipline, Layoff, and Termination

### 5.1 Criminal Activity/Arrests

Asseff Enterprises, LLC will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by the Company, whether on or off Company property, may result in disciplinary action including suspension or termination of employment.

You are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled may lead to disciplinary action, up to and including termination of employment, for violation of an attendance policy or job abandonment.

### 5.2 Exit Interview

You may be asked to participate in an exit interview when you leave Asseff Enterprises, LLC. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist the Company in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

### 5.3 Management Probation

It is the store manager's responsibility to not only manage their people but to manage their numbers as well. Controlling food and labor costs are critical to the survival and success of each store.

#### Parameters:

- All new store managers will have a 60 day "grace period" before they are eligible for Management Probation. The 60-day mark will start the date they are promoted from MIT to Store Manager.
- A store manager will be put on Management Probation if they are Out of Compliance in either labor or food cost for two consecutive months.

#### Out of Compliance Targets:

- Food Cost- 3.0%+ above the company food cost
    - Walmart locations will receive a 0.5% allowance
    - Coke Freestyle locations will receive a 1.0% allowance
    - Mama DeLuca locations will receive a 1.0% allowance
  - Labor Cost- 20.0% + (Excludes store manager's salary)
    - Drive-Thru locations will receive a 1.0% allowance
    - Walmart locations will receive a 0.5% allowance
    - Mama DeLuca's locations will receive a 1.0% allowance
    - High Volume locations (AUV≥\$12,500) will receive a 1.0% allowance
- After the first month of being Out of Compliance, the store manager will be given either a coaching form or a written warning at the area manager's discretion
- After the second consecutive month of being Out of Compliance, the store manager will be given a written warning, notice of being placed on Management Probation, and will forfeit their next bonus check.
- Once in Management Probation, store managers will have 30 days to get their labor cost and/or food cost back In Compliance. If this condition is not met, the store manager may be terminated.
- The second time a store manager reaches Management Probation, it will result in disciplinary action up to possible termination

## **5.4 Open Door/Conflict Resolution Process**

Asseff Enterprises, LLC strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the workplace to the attention of your managers and, if necessary, to Human Resources or upper-level management. To help manage conflict resolution we have instituted the following problem-solving procedure:

If you believe there is inappropriate conduct or activity on the part of the Company, management, its team members, vendors, customers, or any other persons or entities related to the Company, bring your concerns to the attention of your managers at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate managers. If you have already brought this matter to the attention of your managers before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to Human Resources or upper management. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

## **5.5 Post-Employment References**

Asseff Enterprises, LLC policy is to confirm dates of employment, job title, and rehire status. With written authorization, the Company will confirm compensation. Forward any requests for employment verification to Human Resources or the Payroll department.

## **5.6 Resignation Policy**

Asseff Enterprises, LLC hopes that your employment with the Company will be a mutually rewarding experience; however, the Company acknowledges that varying circumstances can cause you to resign employment. The Company intends to handle any resignation in a professional manner with minimal disruption to the workplace.

### Notice

The Company requests that you provide a minimum of two weeks' notice of your resignation. Provide a written resignation letter to your supervisors. If you provide less notice than requested, the Company may deem you to be ineligible for rehire, depending on the circumstances of the notice given.

The Company reserves the right to provide you with pay in lieu of notice in situations where job or business needs warrant.

### Final Pay

The Company will pay separated team members in accordance with applicable laws and other sections of this handbook. In the state of Arkansas, final wages must be paid by the next regular pay day.

Notify the Company if your address changes during the calendar year in which resignation occurs to ensure tax information is sent to the correct address.

### Return of Property

Return all Company property at the time of separation. Failure to return some items may result in deductions from your final paycheck where state law allows. In some circumstances, the Company may pursue criminal charges for failure to return Company property.

## **5.7 Standards of Conduct**

Asseff Enterprises, LLC wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our team members, clients, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here,

you agree to follow our rules.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge team members for any reason permitted by law.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on Company property (including in Company vehicles), or on Company business.
- Inaccurate reporting of the hours worked by you or any other team members.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the Company or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
- Taking or destroying Company property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or customer.
- Disclosure of Company trade secrets and proprietary and confidential commercially sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the Company or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Smoking in non-designated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on Company premises during working hours.
- Failure to dress according to Company policy.
- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
- Engaging in outside employment that interferes with your ability to perform your job at this Company.
- Gambling on Company premises.
- Lending keys or keycards to Company property to unauthorized persons.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

## **6.0 General Policies**

### **6.1 Dress Code**

Please understand that you are expected to dress and groom in accordance with accepted social and business standards, particularly if your job involves dealing with customers or visitors in person. A neat, tasteful appearance contributes to the positive impression you make on our clients. You are expected to be suitably attired and well-groomed during working hours or when representing Asseff Enterprises. All new team members will receive their first full uniform (1 shirt, 1 apron, 1 name tag, 1 hat or visor) for free. You may purchase extra shirts, hats, visors, name tags, or aprons as needed by completing a Uniform Deduction Form. Below is a price list of each individual item:

- S-XL Shirt \$6.00
- 2XL-4XL Shirt \$7.00
- Apron \$4.25
- Visor \$3.25
- Hat \$3.25
- Name Tag \$0.50

## **6.2 Employer Sponsored Social Events**

Asseff Enterprises, LLC holds periodic social events (company picnic, competitions, etc.) for team members. Be advised that your attendance at these events is voluntary and does not constitute part of your work-related duties. Any exceptions to this policy must be in writing and signed by a manager prior to the event.

## **6.3 Nonsolicitation/Nondistribution Policy**

To avoid disruption of business operations or disturbance of team members, visitors, and others, Asseff Enterprises, LLC has implemented a Nonsolicitation/Nondistribution Policy. For purposes of this policy, "solicitation" includes, but is not limited to, selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization. Solicitation performed through verbal, written, or electronic means is covered by the Nonsolicitation/Nondistribution Policy.

You are prohibited from soliciting other team members during your assigned working time. For this purpose, working time means time during which either you or the team members who are the object of the solicitation are expected to be actively engaged with assigned work. You may conduct solicitations during your lunch period, coffee breaks, or other authorized nonworking time, so long as you do so when the other team members are also on nonworking time.

To avoid inappropriate litter, clutter, and safety risks, you may not distribute literature or other items that are not work related in working areas at any time. Working areas do not include break/rest areas, lunchrooms, or parking lots. Electronic distribution of materials is prohibited during work time. Literature that violates the company's equal employment opportunity (EEO) and nonharassment policies (including threats of violence), or is knowingly and recklessly false, is never permitted. Non-employees are not permitted to distribute materials on company premises at any time.

This policy is not intended to restrict the statutory rights of team members, including the right to discuss terms and conditions of employment.

Violations of this policy should be reported to your managers.

## **6.4 Personal Appearance**

Your personal appearance reflects on the reputation, integrity, and public image of Asseff Enterprises, LLC. All team members are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. This includes wearing the required Subway uniform at all times while performing work duties on company premises.

Other personal appearance guidelines that should be followed:

- Shoes must provide safe, secure footing, and offer protection against hazards (no open toe footwear permitted)
- Hairstyles are expected to be in good taste
- Long hairstyles should be worn with hair pulled back off the face and neck to avoid interfering with job performance and food safety standards

- Excessive makeup is not permitted
- Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies.
- Jewelry should not be functionally restrictive, dangerous to job performance, or excessive
- Facial jewelry, such as eyebrow rings, nose rings, lip rings, tongue studs, and ear gauges are not professionally appropriate and must not be worn during business hours
- Torso body piercings with visible jewelry or jewelry that can be seen through or under clothing must not be worn during business hours
- Visible tattoos and similar body art must be non-offensive, professionally acceptable, and in good taste
- Fingernails must be kept short and must be kept clean at all times
- The Company, in accordance with applicable law, will reasonably accommodate team members with disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the Company. Contact your managers to request a reasonable accommodation.

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

## **6.5 Personal Cell Phone/Mobile Device Use**

While Asseff Enterprises, LLC permits team members to bring personal cell phones and other mobile devices (i.e. smart phones, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity. Thus, you should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. Outside of nonworking time, use of such devices should be minimal and limited to emergency use only. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions on Company property unless authorized in advance by management or when they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

You are expected to comply with Company policies regarding the protection of confidential and proprietary information when using personal devices.

While operating a vehicle on work time, the Company requires that the driver's personal cell phone/mobile device be turned off. If you need to make or receive a phone call while driving, pull off the road to a safe location unless you have the correct hands-free equipment for the device that is in compliance with applicable state laws.

Nothing in this policy is intended to prevent team members from engaging in protected concerted activity under the NLRA.

You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

## **6.6 Personal Data Changes**

It is your obligation to provide Asseff Enterprises, LLC with your current contact information, including current mailing address and telephone number. Inform the Company of any changes to your marital or tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact Payroll (eaa1028@gmail.com) or your direct supervisor.

## 6.7 Social Media

At Asseff Enterprises, LLC, we recognize the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, use of social media also presents certain risks and carries with it certain responsibilities. To minimize risks to the Company, you are expected to follow our guidelines for appropriate use of social media.

This policy applies to all team members who work for the Company.

### Guidelines

For purposes of this policy, **social media** includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with the Company, as well as any other form of electronic communication.

Company principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, manager, owner, or team members of the Company.

### Know and Follow the Rules

Ensure your postings are consistent with these guidelines. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

### Be Respectful

The Company cannot force or mandate respectful and courteous activity by team members on social media during nonworking time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or Company policy. Your personal posts and social media activity should not reflect upon or refer to the Company.

### Maintain Accuracy and Confidentiality

When posting information:

- Maintain the confidentiality of trade secrets, intellectual property, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company.
- Do not create a link from your personal blog, website, or other social networking site to a Company website that identifies you as speaking on behalf of the Company.
- Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, do not represent yourself as speaking on behalf of the Company. Make it clear in your social media activity that you are speaking on your own behalf.
- Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

### Using Social Media at Work

Do not use social media while on your work time, unless it is work related as authorized by your manager or consistent with policies that cover equipment owned by the Company.

### Media Contacts

If you are not authorized to speak on behalf of the Company, do not speak to the media on behalf of the Company. Direct all media inquiries for official Company responses to Human Resources.

### Retaliation and Your Rights

Retaliation or any other negative action is prohibited against anyone who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Those who retaliate against others for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Nothing in this policy is designed to interfere with, restrain, or prevent team members from communications regarding wages, hours, or other terms and conditions of employment, or to restrain team members in exercising any other right protected by law. All team members have the right to engage in or refrain from such activities.

## **6.8 Telephone Use**

Asseff Enterprises, LLC phones are principally for work-related communications. Unless there is an emergency, limit long distance telephone calls to business purposes only. Limit personal use of Company telephones to brief communications during rest periods where possible. Casual conversation with friends and relatives during working hours is strongly discouraged. Telephone use is subject to the Use of Company Technology Policy.

## **6.9 Third Party Disclosures**

From time to time, Asseff Enterprises, LLC may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former team members, newspapers, law enforcement agencies, and other outside persons may contact our team members to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of the Company and should refer any call requesting the position of the Company to Upper Management. If you have any questions about this policy or are not certain what to do when such a contact is made, contact your direct supervisor.

## **6.10 Use of Company Technology**

This policy is intended to provide Asseff Enterprises, LLC team members with the guidelines associated with the use of the Company information technology (IT) resources and communications systems.

This policy governs the use of all IT resources and communications systems owned by or available at the Company, and all use of such resources and systems when accessed using your own devices, including but not limited to:

- Email systems and accounts.
- Internet and intranet access
- Telephones and voicemail systems, including wired and mobile phones, smartphones, and pagers
- Printers, photocopiers, and scanners
- Fax machines, e-fax systems, and modems
- All other associated computer, network, and communications systems, hardware, peripherals, and software, including network key fobs and other devices
- Closed-circuit television (CCTV) and all other physical security systems and devices, including access key cards and fobs.

### General Provisions

Company IT resources and communications systems are to be used for business purposes only unless otherwise permitted under applicable law.



All content maintained in Company IT resources and communications systems are the property of the Company. Therefore, team members should have no expectation of privacy in any message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or printed from, or stored or recorded on Company electronic information and communications systems.

The Company reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over Company IT resources and communications systems in accordance with applicable law. Any individual who is given access to the system is hereby given notice that the Company will exercise this right periodically, without prior notice and without prior consent.

The interests of the Company in monitoring and intercepting data include, but are not limited to: protection of Company trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.); managing the use of the computer system; and/or assisting team members in the management of electronic data during periods of absence.

You should not interpret the use of password protection as creating a right or expectation of privacy, nor should you have a right or expectation of privacy regarding the receipt, transmission, or storage of data on Company IT resources and communications systems.

Do not use Company IT resources and communications systems for any matter that you would like to be kept private or confidential.

#### Violations

If you violate this policy, you will be subject to corrective action, up to and including termination of employment. If necessary, the Company will also advise law enforcement officials of any illegal conduct.

### **6.11 Use of Personal Vehicle**

Employees are generally prohibited from using their personal vehicles for Asseff Enterprises' business. However, it is permissible and may be necessary for managers, assistant managers, and in some circumstances, team members to use their personal vehicle for a company purpose. In such case, the manager, assistant manager, and team member are subject to the following rules:

- Must complete the Driver Acknowledgement Form on the company website (asseffenterprises.com)
- Must have their own current, valid liability insurance and registration for the vehicle;
- The vehicle being used must be in good running condition and meet all safety standards required by law;
- Must have a valid driver's license. A person with a license that has been suspended or restricted may not drive their personal vehicle for a company purpose;
- Must obey all rules of the road, including but not limited to the use of a safety belt;
- Must not be under the influence of any alcohol, illegal drug or prescription medication.
- Must not have three (3) or more moving violations within three years prior to the use for any company purpose;
- Must not have one (1) or more Driving While Intoxicated or Driving Under the Influence convictions within five years prior to the use for any company purpose;
- Must not text or call while operating a personal vehicle for any company purpose;

At any time an employee is in violation of any of these rules, it is the duty of that employee and/or any other employee who is aware of the situation to immediately report such event to their direct supervisor.

## 6.12 Workplace Privacy and Right to Inspect

Asseff Enterprises, LLC property, including but not limited to lockers, phones, computers, tablets, desks, workplace areas, vehicles, or machinery, remains under the control of the Company and is subject to inspection at any time, without notice to any team members, and without their presence.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on Company premises including that kept in lockers and desks.

## 7.0 Benefits

### 7.1 401(k) Plan

*Eligible employees (defined as any employee who is 21 years of age or older and has completed one full calendar year of service with a minimum of 1,000 hours served) may participate in the Paychex Pooled Employer 401(k) plan for the benefit of Asseff Enterprises LLC. Asseff Enterprises LLC provides for employee pre-tax deferral contributions and after-tax Roth contributions and also provides for employer matching funds of 100% for each dollar you contribute up to a maximum employer contribution of 3% per pay period. Employer matching contributions to the plan are subject to a six-year graded vesting schedule. The Plan may also provide for other employer contributions, which are subject to allocation and vesting requirements. Refer to your Summary Plan Description (SPD) for specifics.*

Should you have any questions regarding your eligibility for the Company 401(k) Plan, please contact Payroll. The Company is required to let you know if you are eligible.

This benefit, as well as other benefits, may be canceled or changed at the discretion of the Company, unless otherwise required by law.

### 7.2 Bereavement Leave

Asseff Enterprises, LLC recognizes the importance of taking leave when there is a death in the family. Where bereavement leave is not required by law, the Company will provide bereavement leave as follows:

Full-time employees who have completed 12 months of service are eligible for 3 day(s) of paid bereavement leave for the death of an immediate family member.

You may use accrued but unused vacation leave if additional time is needed. Additional unpaid time off may be granted at the discretion of the Company on a case-by-case basis.

For purposes of this policy, **immediate family member** includes the following and applies both to the family of the employee and the employee's spouse: child (including foster child and stepchild), spouse, sister, brother, parents (including foster parents and stepparents), grandparents.

You must provide notice of your need for bereavement leave as far in advance as possible. The Company may require documentation supporting your need for bereavement leave.

### 7.3 Bonus Program

*Please remember, a bonus is exactly that, a bonus. It is a gift to you from our company for exceptional performance. We are not required to give bonuses; we choose to give bonuses. If you do not meet the requirements stated in this handbook, then you will not receive your bonus in part or full depending on the circumstances. Our hope is that each manager will receive a nice bonus every month.*

### **Bonus Parameters:**

- Cash shortages of \$5.00 or more will be deducted from the monthly bonus totals if the Shortage Investigation Protocol is not followed/completed
- Labor overages may be deducted from all bonus amounts earned
- The store's overtime dollar amount will be subtracted from the store manager's monthly bonus unless the store's labor for the month is  $\leq 23.0\%$  with the store manager's base income included
- If your store is found to be out of compliance by Steritech or the Health Department or any of their representatives, you will forfeit all bonuses for the month. As long as the store remains out of compliance you will continue to forfeit all of your bonuses, no exceptions. This applies to areas that are controllable by the store manager.
- All managers must be actively working in their store for a minimum of 20 days for the previous month in order to receive their monthly bonus. If you are out of your store for any reason other than previously scheduled PTO, the month before, you will not receive a bonus check.
- Bonuses are for ACTIVE employees only. Managers that are no longer employed are not eligible to receive bonuses even if the bonuses are accrued before their employment ends. Bonuses are meant are given as a reward for good performance to current managers (not former).
- For new assistant managers, the bonus program goes into effect 30 days after the assistant manager promotion
- Assistant managers' bonus earnings will be based on their employment status (part-time or full-time) for the month.
  - Assistant managers must have a minimum of 20 hours worked/week for the month to be eligible for any monthly bonuses
  - Part-time assistant managers (20-30 hours/week average) will receive 50% of the Assistant Manager Bonus
  - Full-time assistant managers (30 hours+/week average) will receive 100% of the Assistant Manager Bonus
- For new store managers, the bonus program goes into effect 30 days after a MIT's promotion to store manager.

### **Sales Increase Bonus**

- The Sales Increase Bonus has a maximum value of \$125 for assistant managers and \$250 for store managers

| <b>Assistant Manager Scale</b> |              |                         |              |                         |              |
|--------------------------------|--------------|-------------------------|--------------|-------------------------|--------------|
| <b>Sales Increase %</b>        | <b>Bonus</b> | <b>Sales Increase %</b> | <b>Bonus</b> | <b>Sales Increase %</b> | <b>Bonus</b> |
| 1%                             | \$5          | 11%                     | \$55         | 21%                     | \$105        |
| 2%                             | \$10         | 12%                     | \$60         | 22%                     | \$110        |
| 3%                             | \$15         | 13%                     | \$65         | 23%                     | \$115        |
| 4%                             | \$20         | 14%                     | \$70         | 24%                     | \$120        |
| 5%                             | \$25         | 15%                     | \$75         | 25%                     | \$125        |
| 6%                             | \$30         | 16%                     | \$80         |                         |              |
| 7%                             | \$35         | 17%                     | \$85         |                         |              |
| 8%                             | \$40         | 18%                     | \$90         |                         |              |
| 9%                             | \$45         | 19%                     | \$95         |                         |              |
| 10%                            | \$50         | 20%                     | \$100        |                         |              |

| Store Manager Scale |       |                  |       |                  |       |
|---------------------|-------|------------------|-------|------------------|-------|
| Sales Increase %    | Bonus | Sales Increase % | Bonus | Sales Increase % | Bonus |
| 1%                  | \$10  | 11%              | \$110 | 21%              | \$210 |
| 2%                  | \$20  | 12%              | \$120 | 22%              | \$220 |
| 3%                  | \$30  | 13%              | \$130 | 23%              | \$230 |
| 4%                  | \$40  | 14%              | \$140 | 24%              | \$240 |
| 5%                  | \$50  | 15%              | \$150 | 25%              | \$250 |
| 6%                  | \$60  | 16%              | \$160 |                  |       |
| 7%                  | \$70  | 17%              | \$170 |                  |       |
| 8%                  | \$80  | 18%              | \$180 |                  |       |
| 9%                  | \$90  | 19%              | \$190 |                  |       |
| 10%                 | \$100 | 20%              | \$200 |                  |       |

### Labor Bonus

- The Labor Bonus is paid out monthly to managers according to where their employee labor percent falls on the chart below for the month.
- Stores that have a drive up and order window will have an allowance of 1.0% on their labor percent. Walmart stores will have an allowance of 0.5% on their labor percent. And Mama DeLuca stores will have an allowance of 1.0% on their labor percent.
- Stores that have a weekly AUV  $\geq$  \$12,500 for the month will receive an additional 1.0% allowance on their labor percent.
- Overtime is not permitted and should be controlled and prevented by the management staff. Store Managers with overtime at their stores will have the total overtime dollar amount deducted from the labor bonus unless the store's labor for the month is  $\leq$  23.0% with the store manager's base income included.
- Stores that have an employee labor percent that is 18.01% or higher will be ineligible for any raise requests and will be deducted \$50 on their monthly bonuses. Employee meals may also be taken away at the discretion of the Area Manager if need be.

| Store Manager Scale |                   |
|---------------------|-------------------|
| Employee Labor %    | Bonus             |
| -14.50%             | \$300             |
| 14.51-15.00%        | \$250             |
| 15.01-15.50%        | \$200             |
| 15.51-16.00%        | \$150             |
| 16.01-16.50%        | \$100             |
| 16.51-17.00%        | \$50              |
| 17.01-18.00%        | \$0               |
| +18.01%             | -\$50             |
| +20.00%             | Manager Probation |

| Assistant Manager Scale |       |
|-------------------------|-------|
| Employee Labor %        | Bonus |
| -14.50%                 | \$70  |
| 14.51-15.00%            | \$60  |
| 15.01-15.50%            | \$50  |
| 15.51-16.00%            | \$40  |
| 16.01-16.50%            | \$30  |
| 16.51-17.00%            | \$20  |
| 17.01-18.00%            | \$0   |
| +18.01%                 | -\$20 |

### Food Cost Bonus

- The Food Cost Bonus has a maximum value of \$75 for assistant managers and \$400 for store managers

#### Allowances-

- Walmart locations will receive a 0.5% allowance
- Mama DeLuca locations will receive an allowance based on the percentage of sales
  - Example- Store A's Mama DeLuca's sales are \$750. Total Sales (Including Mama DeLuca's is \$6,000.
    - $\$750/\$6,000=0.125$
    - $0.125 \times 10= 1.25\% \text{ Allowance}$

- The average food cost is calculated for all the stores and used to calculate your Food Cost Bonus using the parameters below

| <b>Assistant Manager Scale</b>         |               |
|----------------------------------------|---------------|
| <b>Food Cost Percent:</b>              | <b>Bonus:</b> |
| 1.00% + Below the Average Food Cost    | \$75          |
| 0.00-0.99% Below the Average Food Cost | \$50          |
| 0.01-1.00% Above the Average Food Cost | \$25          |
| 1.01-2.00% Above the Average Food Cost | \$0           |
| 2.01%+ Above the Average Food Cost     | -\$25         |

| <b>Store Manager Scale</b>             |                   |
|----------------------------------------|-------------------|
| <b>Food Cost Percent:</b>              | <b>Bonus:</b>     |
| 1.00% + Below the Average Food Cost    | \$400             |
| 0.00-0.99% Below the Average Food Cost | \$250             |
| 0.01-1.00% Above the Average Food Cost | \$100             |
| 1.01-2.00% Above the Average Food Cost | \$0               |
| 2.01%+ Above the Average Food Cost     | -\$100            |
| 3.00%+ Above the Average Food Cost     | Manager Probation |

### **Paperwork Bonus**

- The Paperwork Bonus has a maximum value of \$100 and can only be earned by store managers

### **Parameters:**

- Payroll Section (\$20) -
  - New hire packets, exit forms, manager phone logs, raise requests, time clock adjustment forms, and all other employee documents must be complete and turned in promptly
- Reports (\$20) -
  - WISR, Control Sheet, Invoice Log Report, Sales Discount Analysis Report, and Paid Outs are all turned in with Monthly Folders on time
- Cash Control (\$20) -
  - All bank deposits match the Control Sheet deposits
  - Cash is not short more than \$2.50 for the week
    - If there is a cash shortage for the week, shortage paperwork must be turned in
- Bread Variance (\$20) -
  - If the weekly bread variance is  $\leq \pm 5.0$
- Invoices (\$10) -
  - PFG invoice total  $\leq \pm \$5.00$  variance of the total on the Invoice Log Report
  - ICEE invoice total matches the total on the Invoice Log Report (minus DNE items)
- Monthly Checklists (\$10) -
  - Monthly Checklists are turned in on time (with the Monthly Folder)

## **Paperwork Order**

### ***1- Payroll Folder:***

- Paper New Hire Packets (if you have any)
- Manager Phone Logs
- Time Clock Adjustment Forms
- Employee Warnings
- Any other HR documents

### ***2- Weekly Reports:***

- WISR
- Control Sheet
- Invoice Log Report
- Sales Discount Analysis
  - Printed off Subway Partners Website

### ***3- Deposit Slips***

### ***4- Invoices***

### ***5- Paid-Outs***

- Staple to standard sheet of paper

## **Weekly Bag:** (Must be clearly labeled with Store # and W/E Date)

\*Voids/Refunds need to be on top. The order for the other two does not matter.

1. Voids/Refunds
2. Discounts/Coupons
  - 10% Off, 50% Off, and 100% Off Coupons
  - Hard Copy (Cut Out/Tear Off) Coupons

\*Digital coupon receipts do not need to be kept

3. Credit Card Receipts of \$25 or more (signed by the customer)

\*Weekly Bags are to be filed in the Weekly Bag box at each store

## **Upsell Bonus**

- The Upsell Bonus is paid monthly to stores based on the scales below:

| <b>Assistant Manager Scale</b> |               | <b>Store Manager Scale</b> |               |
|--------------------------------|---------------|----------------------------|---------------|
| <b>Add On Sales %:</b>         | <b>Bonus:</b> | <b>Add On Sales %:</b>     | <b>Bonus:</b> |
| 12.00% +                       | \$80          | 12.00% +                   | \$150         |
| 11.00-11.99%                   | \$60          | 11.00-11.99%               | \$100         |
| 10.00-10.99%                   | \$40          | 10.00-10.99%               | \$75          |
| 9.00-9.99%                     | \$20          | 9.00-9.99%                 | \$50          |
| 7.00-8.99%                     | \$0           | 7.00-8.99%                 | \$0           |
| 0.00-6.99%                     | -\$20         | 0.00-6.99%                 | -\$50         |

## **Manager Development Bonus**

- Store managers that hire and train a team member that is selected for the MIT Program will receive a \$500 bonus once that team member has been promoted to a store manager and been at their location for six consecutive months

## **7.4 COBRA**

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible Asseff Enterprises, LLC team members and their beneficiaries to continue health insurance coverage under the Company health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

Contact Human Resources to learn more about your COBRA rights.

## **7.5 Employee Meals**

Employee meals are optional and are at the manager's discretion. They are a privilege. They are not to exceed the following: A team member who works four hours or longer will receive a free 6-inch sub. A team member who works eight hours will receive a free 12-inch sub, salad, or wrap. A split shift does not qualify as an 8 hour shift. No team members are permitted to receive more than one sandwich or salad per day. All employee meals must be rung-up before the employee clocks out; meal tickets must be signed and put in the receipt holder. Employee meals are a benefit provided by the company and may be revoked if deemed necessary.

## **7.6 Employee Referral Program**

At Asseff Enterprises, we strive to find and hire the best talent available – people who exude our values and choose to contribute to our company goals. We believe that our existing employees who already meet these criteria, are in a great position to help us find the best job candidates. We recognize that current employees are likely to refer only those individuals best suited to work at our company, and therefore we wish to reward them for their referral efforts.

### ***Positions***

We are accepting employee referrals for the following positions (only these positions qualify for a referral bonus):

- Team Member
- Team Leader
- Assistant Manager
- Store Manager

### ***Bonuses***

We provide the following bonuses to thank our current employees for providing referrals:

- \$25 bonus for a referral that is subsequently hired by the company
- \$25 additional bonus if the referral remains employed after 60 consecutive days
- \$50 additional bonus if the referral remains employed after 180 consecutive days

### ***Rules***

- Referral candidates must be newly employed to Asseff Enterprises to qualify (can't be rehires)
- Referral candidates that are family members of current employees do not qualify
- Hiring managers can't refer anyone for a position for which they are directly or indirectly responsible for, but they can refer someone for a position that's at/in a different store or area
- If two or more employees refer the same candidate, only the first referrer will receive their referral rewards.
- Employees must be employed by Asseff Enterprises in order to receive a referral bonus payout
- Referral bonus payouts will be paid out on the paycheck date that immediately follows when an employment threshold is met

### ***Instructions***

- To submit a referral, current employees can either email [asseffenterprises@gmail.com](mailto:asseffenterprises@gmail.com) the following information: candidate's full name, contact information, job position(s) interested in, city the candidate is located in, and the current employee's full name OR go to [asseffenterprises.com](http://asseffenterprises.com)->Contact->Select Employee Referral from the drop down menu and finish completing the information

## 7.7 Exempt Personnel

If you are classified as exempt at the time of your hiring, you are not eligible for overtime pay as otherwise required by federal, state, or local laws. If you have a question regarding whether you are exempt or nonexempt, contact your managers for clarification.

## 7.8 Family and Medical Leave (FMLA)

In accordance with the Family and Medical Leave Act of 1993 (FMLA), Asseff Enterprises, LLC provides up to 12 or 26 weeks of unpaid, job-protected leave in a 12-month period to covered employees in certain circumstances.

### Eligibility

To qualify for FMLA leave, you must:

1. Have worked for the Company for at least 12 months, although it need not be consecutive;
2. Worked at least 1,250 hours in the last 12 months; and
3. Be employed at a worksite that has 50 or more employees within 75 miles.

### Leave Entitlement

You may take up to 12 weeks of unpaid FMLA leave in a 12-month period for any of the following reasons:

- The birth of a child and in order to care for that child (leave must be completed within one year of the child's birth);
- The placement of a child with you for adoption or foster care and in order to care for the newly placed child (leave must be completed within one year of the child's placement);
- To care for a spouse, child, or parent with a serious health condition;
- To care for your own serious health condition, which makes you unable to perform any of the essential functions of your position; or
- A qualifying exigency of a spouse, child, or parent who is a military member on covered active duty or called to covered active-duty status (or has been notified of an impending call or order to covered active duty).

The 12-month period is a year starting on an employee's anniversary date (for example, September 22 through September 21).

You may take up to 26 weeks of unpaid FMLA leave in a single 12-month period, beginning on the first day that you take FMLA leave to care for a spouse, child, or next of kin who is a covered service member and who has a serious injury or illness related to active duty service.

As used in the policy:

- **Spouse** means a husband or wife as recognized under state law for the purposes of marriage in the state or other territory or country where the marriage took place.
- **Child** means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability at the time FMLA leave is to commence. A child for the purposes of military exigency or military care leave can be of any age.
- **Parent** means a biological, adoptive, step, or foster parent or any other individual who stood in loco parentis to you when you were a child.
- **Next of kin** for the purposes of military care leave is a blood relative other than a spouse, parent, or child in the following order: brothers and sisters, grandparents, aunts and uncles, and first cousins. If a military service member designates in writing another blood relative as his or her caregiver, that individual will be the only next of kin. In appropriate circumstances, you may be required to provide documentation of next of kin status.



- **Serious health condition** means an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. Ordinarily, unless complications arise, cosmetic treatments and minor conditions such as the cold, flu, earaches, upset stomach, minor ulcers, headaches (other than migraines), and routine dental problems are examples of conditions that are not serious health conditions under this policy. If you have any questions about the types of conditions that may qualify, contact Human Resources.
- **Health care provider** means a medical doctor or doctor of osteopathy, physician assistant, podiatrist, dentist, clinical psychologist, optometrist, nurse practitioner, nurse-midwife, clinical social worker, or Christian Science practitioner licensed by the First Church of Christ. Under limited circumstances, a chiropractor or other provider recognized by our group health plan for the purposes of certifying a claim for benefits may also be considered a health care provider.
- **Qualifying exigencies** for military exigency leave include:
  - Short-notice call-ups/deployments of seven days or less (**Note:** Leave for this exigency is available for up to seven days beginning the date of call-up notice);
  - Attending official ceremonies, programs, or military events;
  - Special childcare needs created by a military call-up including making alternative childcare arrangements, handling urgent and nonroutine childcare situations, arranging for school transfers, or attending school or daycare meetings;
  - Making financial and legal arrangements;
  - Attending counseling sessions for yourself, the military service member, or the military service members' son or daughter who is under 18 years of age or is 18 or older but incapable of self-care because of a mental or physical disability;
  - Rest and recuperation (**Note:** Fifteen days of leave is available for this exigency per event);
  - Post-deployment activities such as arrival ceremonies, re-integration briefings, and other official ceremonies sponsored by the military (**Note:** Leave for these events are available for 90 days following the termination of active-duty status). This type of leave may also be taken to address circumstances arising from the death of a covered military member while on active duty;
  - Parental care when the military family member is needed to care for a parent who is incapable of self-care (such as arranging for alternative care or transfer to a care facility); and
  - Other exigencies that arise that are agreed to by both the Company and you.
- A **serious injury/illness** incurred by a service member in the line of active duty or that is exacerbated by active duty is any injury or illness that renders the service member unfit to perform the duties of his or her office, grade, rank, or rating.

#### Notice and Leave Request Process

If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, you must give at least 30 days' notice. If 30 days' notice is not possible, give notice as soon as practicable (within one or two business days of learning of your need for leave). Failure to provide appropriate notice may result in the delay or denial of leave.

In addition, if you are seeking intermittent or reduced schedule leave that is foreseeable due to planned medical treatment or a series of treatments for yourself, a family member, or covered service member, you must consult with the Company first regarding the dates of this treatment to work out a schedule that best suits your needs or the needs of the covered military member, if applicable, and the Company.

If the need for leave is unforeseeable, provide notice as soon as possible. Normal call-in procedures apply to all absences from work, including those for which leave under this policy may be requested. Failure to provide appropriate notice may result in the delay or denial of leave.

#### Certification of Need for Leave

If you are requesting leave because of your own or a covered relative's serious health condition, you and the relevant health care provider must supply appropriate medical certification. You may obtain Medical Certification forms from upper management. When you request leave, the Company will notify you of the requirement for medical certification and when it is due (at least 15 days after you request leave). If you provide at least 30 days' notice of medical leave, you should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of

FMLA-covered leave until it is provided.

At our expense, the Company may require an examination by a second health care provider designated by us. If the second health care provider's opinion conflicts with the original medical certification, we, at our expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. Subsequent medical recertification may also be required. Failure to provide requested certification within 15 days, when practicable, may result in delay of further leave until it is provided.

The Company also reserves the right to require certification from a covered military member's health care provider if you are requesting military caregiver leave and certification in connection with military exigency leave.

### *Call-In Procedures*

In all instances of absence, the call-in procedures and standards established for giving notice of absence from work must be followed.

### *Leave Increments*

#### *Intermittent Leave*

If medically necessary, FMLA leave for a serious health condition may be taken intermittently (in separate blocks of time due to a serious health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday). FMLA leave may also be taken intermittently or on a reduced leave schedule for a qualifying exigency relating to covered military service.

As FMLA leave is unpaid, the Company will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave that is foreseeable due to planned medical treatments, the Company may temporarily transfer you to an available alternative position that better accommodates your leave schedule and has equivalent pay and benefits.

#### *Parental Leave*

Leave for the birth or placement of a child must be taken in a single block and cannot be taken on an intermittent or reduced schedule basis. Parental leave must be completed within 12 months of the birth or placement of the child; however, you may use parental leave before the placement of an adopted or foster child to consult with attorneys, appear in court, attend counseling sessions, etc.

#### *Family Care, Personal Medical, Military Exigency, and Military Care Leave*

Leave taken for these reasons may be taken in a block or blocks of time. In addition, if a health care provider deems it necessary or if the nature of a qualifying exigency requires, leave for these reasons can be taken on an intermittent or reduced-schedule basis.

#### *Paid Leave Utilization During FMLA Leave*

FMLA leave is unpaid. If you are taking parental, family care, military exigency, and/or military care leave, you must utilize available vacation/PTO, personal days, and/or family illness days during this leave. If you are taking personal medical leave, you must utilize available sick, personal, and vacation/PTO days during this leave. If you are receiving short- or long-term disability or workers' compensation benefits during a personal medical leave, you will not be required to utilize these benefits. However, you may elect to utilize accrued benefits to supplement these benefits.

### *Fitness for Duty Requirements*

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required, as are all employees returning from other types of medical leave, to provide medical certification that you are fit to resume work. You will not be permitted to resume work until it is provided.

### *Health Insurance*

Your health insurance coverage will be maintained by the Company during leave on the same basis as if you were still working. You must continue to make timely payments of your share of the premiums for such coverage. Failure to pay premiums within 30 days of when they are due may result in a lapse of coverage. If this occurs, you will be notified 15 days before the date coverage lapses that coverage will terminate unless payments are promptly made.

Alternatively, at our option, the Company may pay your share of the premiums during the leave and recover the costs of this insurance upon your return to work. Coverage that lapses due to nonpayment of premiums will be reinstated immediately upon return to work without a waiting period. Under most circumstances, if you do not return to work at the end of leave, the Company may require reimbursement for the health insurance premiums paid during the leave.

### *Reinstatement*

Upon returning to work at the end of leave, you will generally be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken.

### *Spouse Aggregation*

If you and your spouse are both employed by the Company, the total number of weeks to which you are both entitled in the aggregate because of the birth or placement of a child or to care for a parent with a serious health condition will be limited to 12 weeks per leave year. Similarly, spouses employed by the Company will be limited to a combined total of 26 weeks of leave to care for a military service member. This 26-week leave period will be reduced, however, by the amount of leave taken for other qualifying FMLA events. This type of leave aggregation does not apply to leave needed for your own serious health condition, to care for a spouse or child with a serious health condition, or because of a qualifying exigency.

### *Failure to Return*

If you fail to return to work or fail to make a request for an extension of leave prior to the expiration of the leave, you will be deemed to have voluntarily terminated your employment. The Company is not required to grant requests for open-ended leaves with no reasonable return date under these policies or as disability accommodations.

### *Alternative Employment*

While on leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the Company. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

### *Interaction with State and Local Laws*

Where state or local family and medical leave laws offer more protections or benefits to employees, the protections or benefits that are more favorable to the employee, as provided by these laws, will apply.

### *Abuse of Leave*

If you are found to have provided a false reason for a leave, you will be subject to disciplinary action up to and including termination.

### Designation of Leave

If the Company becomes aware of any qualifying reason for FMLA leave, the Company will designate it as such. An employee may not refuse FMLA designation under this policy.

### Retaliation

The Company will not retaliate against team members who request or take leave in accordance with this policy.

## **7.9 Health Insurance**

Asseff Enterprises, LLC offers group health insurance benefits to all eligible full-time team members and their eligible dependents. There is a 60-day waiting period for enrollment. Health plan benefits are described in detail in the Summary Plan Description (SPD), which may be obtained from your supervisor or from the Company Documents tab on our company's website ([asseffenterprises.com](http://asseffenterprises.com)).

Your group health benefits are paid in part by the Company. The remainder of the costs are paid by you through deductions from your paycheck.

Benefits may be canceled or changed at the discretion of the Company, unless otherwise prohibited by law.

If you or a dependent become ineligible for benefits due to a change in work hours or through a life event, or you leave employment with us, you may have the right to continue your health benefits under federal or state law. In such event, the Company will provide you with information about your rights to continue your benefits coverage.

## **7.10 Military Leave (USERRA)**

Asseff Enterprises, LLC complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state law. You must submit documentation of the need for leave to your Supervisor or appropriate department. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your Managers of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact your Supervisor or appropriate department.

## **7.11 Nonexempt Personnel**

If you are classified as nonexempt at the time of your hiring, you will be eligible for minimum wage and overtime pay in accordance with federal, state, and local laws. If you have a question regarding whether you are exempt or nonexempt, contact your managers for clarification.

## **7.12 Pin Program**

Asseff Enterprises is an organization that strongly values its team members and managers. We recognize that it is the people in our organization that make it successful. There are numerous ways in which we like to honor our team members and managers.

## **Asseff Enterprises' Pin Program**

### **Customer Service Star Pin**

This pin is awarded to team members that are "super stars" with our customers. They are fast, friendly, and genuinely take pride in every customer's experience. These team members exemplify the foundation of what makes Subway special.

#### **Conditions:**

- Employed for at least 60 consecutive days
- Must have great customer service skills and always have a positive/friendly attitude
- Sandwich Speed Time  $\leq$  120 seconds
- Store they work at has 30+ surveys for most recent two months
- Must have at least two surveys that mention them by name in most recent two months

### **Bread Expert Pin**

This pin is awarded to team members that consistently bake beautiful bread to Subway's standards. They must have extensive knowledge of our bread baking process and are involved in training new employees on bread baking.

#### **Conditions:**

- Employed for at least 60 consecutive days
- A round of their baked bread must be graded by their Area Manager and/or Director of Operations
- Pass the Asseff Enterprises' Bread Baking Quiz

### **Speed of Service Pin**

This pin is awarded to team members that offer quick and efficient service to our customers!

#### **Conditions:**

- Must have a sandwich speed time between 45.01- 55.00 seconds
- An area manager is required to verify the sandwich speed time
- Performance, visual appeal, and formula/presentation penalties will be strictly enforced

**Bonus Reward:** \$10 Gift Card

### **Elite Speed of Service Pin**

This pin is awarded to the fastest team members in the company!

#### **Conditions:**

- Must have a sandwich speed time  $\leq$  45.00 seconds
- One of the owners is required to verify the sandwich speed time
- Performance, visual appeal, and formula/presentation penalties will be strictly enforced

**Bonus Reward:** \$10 Gift Card and 25¢ raise

### **Top Seller Pin**

This pin is awarded to both store managers and team members that are outstanding and enthusiastic in upselling our customers. They use their friendly personalities to consistently upsell customers to deluxe and footlong pro sandwiches.

**Conditions:**

- Employed for at least 6 consecutive months
- Store managers receive this pin if they have 6 consecutive months of 10%+ in deluxe + footlong pro sales
- Team members receive this pin if they contribute (store manager's discretion) to their store's upsell achievement

**Bonus Reward:** \$50 Gift Card for store managers, \$10 Gift Card for team members

**Team Leader Pin**

This pin is awarded to team members that are promoted to a Team Leader position at their store. They must be an example setter among their fellow co-workers along with taking on additional responsibility and tasks to assist their store manager in operating their stores effectively.

**Conditions:**

- Completed Sandwich Artistry 2.0 courses
- Sandwich Speed Time ≤ 120 seconds
- Pass the Asseff Enterprises' Team Leader Quiz

**Bonus Reward:** 25-50¢ raise (decided by Area Manager)

**Top Gun**

This pin is awarded to our top performing store managers! They must be outstanding leaders that take great pride and ownership of their store. Store managers that receive this pin must have excellent operations, paperwork, and cost controls.

**Conditions:**

- Employed for at least one consecutive year
- Finish in the Top 5 at the end of the year in our annual manager competition

**Bonus Reward:** \$50 Gift Card + work anniversary date is a paid holiday each year

**7.13 Premium Shift Pay**

- Premium Shift= Opening or Closing Shift
- Team members that work at least 3 premium shifts and 25+ hours/week may be eligible for a \$0.50 pay raise
- Must be employed for at least 30 days and must complete the Premium Shift Training Checklist
- Any availability or changes to the team members work schedule that interferes with their ability to meet the requirements listed above will result in a retraction of this pay raise

**7.14 Regular Full-Time Personnel**

Regular full-time team members are those who have completed their introductory period and are regularly scheduled to work more than 30 hours per week. Unless stated otherwise or specifically permitted by law, all the benefits provided to team members at Asseff Enterprises, LLC are for regular full-time team members only. This includes vacation, holiday pay, health insurance, and other benefits coverage.

**7.15 Regular Part-Time Personnel**

All team members who work fewer than 30 hours per week are considered part time. Part-time team members are not eligible for Asseff Enterprises, LLC benefits unless specified otherwise in this handbook, in the benefit plan summaries, or specifically permitted by law.

## 7.16 Unemployment Compensation Insurance

Unemployment compensation insurance is paid for by Asseff Enterprises, LLC and provides temporary income for team members who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from the Company.

## 7.17 Paid Time Off

Asseff Enterprises, LLC provides all employees with paid time off (PTO).

### Eligibility

All full-time team members that work an average of 30 or more hours per week are eligible to receive PTO after completing 365 continuous days of employment.

### Deposits Into Your Leave Account

PTO is calculated according to your work anniversary year.

The amount of PTO received each year is based on your length of service and is granted in a lump sum at the beginning of each year:

For Team Members, Team Leaders, and Assistant Managers:

- After first year of employment: 40 hours annually.
- After third year of employment: 80 hours annually.
- After five years of employment: 120 hours annually.

For Store Managers and Multi-Unit Managers:

- After first year of employment: 40 hours annually.
- After second year of employment: 80 hours annually.
- After third year of employment: 120 hours annually.
- After five years of employment: 160 hours annually.

### Leave Usage and Requests for Leave

Company encourages you to use your PTO. You are eligible to begin using PTO after 365 days of employment.

You must request PTO from your supervisors as far in advance as possible, but at least 2 weeks in advance. If you are requesting PTO for time off due to sickness, disability, or family emergency, then proper documentation must be provided upon employer request. The Company will generally grant requests for PTO when possible, taking business needs into consideration. When multiple team members request the same time off, their seniority may determine priority in scheduling PTO.

You must take PTO in increments of at least 8 hours.

### During a Leave of Absence

Company may require you to use any unused PTO during disability or family medical leave, or any other leave of absence, where permissible under local, state, and federal law.

### Carryover

You may not carry over unused PTO to the following year. Any unused PTO will be forfeited on or about your anniversary date. The Company may elect to offer payment for the unused time upon employee request only on or about your anniversary date. A maximum of 50% of accrued PTO can be "cashed out" each year upon employee request only with a maximum of 40 hours per pay period.

## Separation of Employment

Upon separation of employment for any reason, you will forfeit any earned but unused PTO time. This includes the time period that a notice is being worked out by the employee.

### **7.18 Workers' Compensation Insurance**

Workers' compensation is a no-fault system designed to provide benefits to all team members for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job while working at Asseff Enterprises, LLC, no matter how slightly, you are to report the incident immediately to your managers. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify your managers immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an Incident Report and a Workers' Compensation Report. A urine-sample drug test is also required for all worker's compensation claims. You will be required to submit a medical release before you can return to work.

## **8.0 Safety and Loss Prevention**

### **8.1 Cash Handling Procedures**

The Point-of-Sale system (cash register) should be assigned to only one person at all times. Team members are solely responsible for all cash shortages over \$2.50 when operating the register. Team members may be terminated at any time due to cash shortages. If you allow a co-worker to operate the cash register while it is assigned to you, you will still be responsible for all cash shortages.

Team members will have to pull money from the register on occasion to make cash drops to the safe. This should only be done by the team member that is assigned to the cash register. If the cash drop disappears between the register and the safe, the police will be notified, and you may be terminated.

There will NEVER be a valid reason for anyone to remove money from the registers/safe and leave the store. No one with any authority will ever call the store and request that an employee take store money and go purchase prepaid cards, wire money to anyone or meet anyone. These calls are scams, just hang up! They will do everything they can to intimidate employees and convince them that they are with corporate or the bank, and will often suggest that they are watching the employees on camera. This is simply not possible. If you choose to not use good judgment and decide to fall for one of these scams and remove money from the register/safe and transfer it to anyone, you may be terminated and/or prosecuted.

### **8.2 Cash Shortage Protocol**

1. When a store has a shortage of money or product, the area manager must be notified immediately.
2. The office needs to be notified immediately that day or after hours the next business day.
3. You need to do a one-minute cash-in to verify that all the money currently in the store is accounted for.
4. You need to verify that the Opening Cash and Closing Keep on the Control Sheet are the appropriate amounts.
5. You need to verify that the Deposit In Bank on the Control Sheet matches the amount of money on hand for the deposit.
6. Look over cash-ins for the day to narrow down the time frame for your shortage.
7. Look over all transactions to see if there are any duplicate transactions (transactions rang up twice). These are typically transactions where the clerk rings up a transaction as cash that was meant to be a credit transaction, and the clerk never voided the cash transaction and now you are short money.
8. If you find a duplicate transaction, you must verify that this occurred by watching video surveillance.
9. If you still haven't resolved the shortage, you may want to watch some video surveillance to see if you



can catch anything of substance.

10. Shortage forms must be completed in full, signed by everyone involved, the store manager and area manager.

11. Shortage forms need to be scanned and emailed to [asseffenterprises@gmail.com](mailto:asseffenterprises@gmail.com)

### **8.3 Drug and Alcohol Policy**

Asseff Enterprises, LLC is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of the Company to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others and will not be tolerated. It is for this reason that Asseff Enterprises, LLC. drug tests 100% of all new management candidates and participates in a random drug screening program where any employee, randomly selected and without notice, may be called upon to submit to a drug test. Any employee failing to submit to such test, or any employee who is found to have violated this policy, is subject to discipline up to and including termination.

#### Prohibited Conduct

The Company expressly prohibits team members from engaging in the following activities when they are on duty or conducting Company business or on Company premises (whether or not they are working):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The Company does not discriminate against team members solely on the basis of their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to the Company Disability Accommodation policy for additional information.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your Managers if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

#### Drug Testing

Drug testing will be conducted for the following twelve (12) types of controlled substances:

- Marijuana
- Cocaine
- Opiate
- Phencyclidine (PCP)
- Amphetamines
- Barbiturates
- Benzodiazepine
- Methadone
- Creatinine
- Propoxyphene
- Methaqualone
- THC50

\*In addition, the Company may test for the presence of Alcohol.

**Drug tests will take place under the following circumstances:**

**A. Pre-employment Testing:**

Prior to employment, all applicants who are made a contingent offer of employment must submit to a drug test. Under no circumstances can applicants/employees begin work in that job before the test results are received. Applicants who have a verifiable positive drug test will not be hired. Applicants who fail or adulterate/substitute the drug test or do not report to the collection facility within twenty four (24) hours of being offered a job will have their offer of employment withdrawn.

**B. Reasonable Cause Testing:**

An employee must submit to a drug test if his/her supervisor reasonably suspects an employee of being under the influence of drugs based on specific, contemporaneous physical, behavioral or performance indicators of probable drug use. In all cases, the ultimate decision to test or not shall be approved by Asseff Enterprises. The circumstances which might trigger reasonable cause testing includes evidence of repeated errors on the job, regulatory or company rule violations, or unsatisfactory time and attendance record, if coupled with a specific event that indicated probable drug use.

**C. Post-Accident Testing:**

After an accident the employee must be tested as soon as possible, but no later than 24 hours after the accident if that employee's performance either contributed to an accident or cannot be completely discounted as a contributing factor to the accident. All workers' compensation claims require a drug screening/testing.

**D. Random Unannounced Testing:**

Random testing shall be performed. Employees will be selected for random drug testing in a manner designated by the company. Random tests will be spaced throughout the year and will be unannounced. Selected employees will, upon notification of their selection for random testing, proceed to the testing site immediately.

Failure of any employee to successfully complete any required drug test, or submit to any required drug test, will result in termination of employment. All testing will be performed by a licensed and professional testing facility and the employee's privacy will be respected as much as is reasonably possible consistent with this policy.

Any of the following actions constitutes a violation of the policy and will subject an employee to disciplinary action including immediate termination:

- Refusal to submit to a drug or alcohol test. An employee who refuses to provide an adequate urine sample or hair follicle sample or adequate breath sample for alcohol testing without a valid medical explanation after he/she has received notice of the requirement to be tested, or who engages in conduct that clearly obstructs the testing procedure, will be terminated.
- Employees testing positive on a required test for drugs or alcohol will be immediately terminated.
- Using, selling, purchasing, transferring, possessing, manufacturing, or storing alcohol or an illegal drug or drug paraphernalia, or attempting or assisting another to do so, while in the course of employment or engaged in a Asseff Enterprises sponsored activity, on Asseff Enterprises' premises, on a job/work site, in Asseff Enterprises' owned, leased or rented vehicles, or while at functions for business.
- Switching, adulterating or attempting to tamper with any samples submitted for drug or alcohol testing, or otherwise interfering or attempting to interfere with the testing process.
- Employees may not report for duty or remain on duty in a position requiring the performance of safety-

sensitive functions while having an alcohol concentration of 0.02 but less than 0.04. Consequences of a positive alcohol test between 0.02 and 0.04 will result in immediate removal from his/her position. He or she may be allowed to return to start his/her next regularly scheduled duty period, but not less than 8 hours following the administration of the test. No pay for lost time will be approved. Any employee with a positive alcohol test of 0.04 or greater will be subject to discipline up to and including termination.

#### Employer-Sponsored Events

From time to time, the Company may sponsor social or business-related events where alcohol may be served. This policy does not prohibit the use or consumption of alcohol at these events. However, if you choose to consume alcohol at such events, you must do so responsibly and maintain your obligation to conduct yourself properly and professionally at all times.

The Company may assist you in seeking treatment or rehabilitation for drug or alcohol dependency. In such cases, the Company may consider your continued employment as long as concerns regarding safety, health, production, communication, or other work-related matters are adequately addressed. The Company may also require you to obtain a medical clearance and agree to random testing and a "one-strike" rule as a condition of continued employment.

#### Violations

Violation of this policy may result in disciplinary action, up to and including termination of employment.

### **8.4 Employee Injury Protocol**

#### **Employee Injury Protocol**

1. Manager informs their Area Manager of the incident
2. The owners must be notified within 24 hours
3. Fill out an incident report and get all the witnesses to make statements and sign them
4. Fill out a workers' compensation form (located on [asseffenterprises.com](http://asseffenterprises.com) under company documents)
5. Scan and email them to the [asseffenterprises@gmail.com](mailto:asseffenterprises@gmail.com)
6. Take the employee into a walk-in clinic for a urine sample drug test
7. The employee needs to be seen by a doctor of our choosing
8. If the employee is injured after hours, they need to be taken to the emergency room

\*Employee can only return to work with a full release from the doctor

### **8.5 Firearm Policy**

Asseff Enterprises prohibits the possession of weapons in any facility owned and/or operated by Asseff Enterprises. This policy includes any device which can expel a projectile and/or other dangerous weapon including explosives, bows and arrows, swords, or other items, which, in their intended use, can inflict serious injury. FIREAMS, AMMUNITION, OR OTHER WEAPONS ARE STRICTLY PROHIBITED.

Because these weapons may pose a clear risk to persons and property, violation of this policy may result in immediate termination and/or prosecution under the appropriate state or federal law.

### **8.6 General Safety**

It is the responsibility of all Asseff Enterprises, LLC team members to maintain a healthy and safe work environment, report any health or safety hazards, and follow the Company health and safety rules. Failure to do so may result in disciplinary action, up to and including termination of employment. The Company also requires that all occupational illnesses or injuries be reported to your managers as soon as reasonably possible and that an Employee Incident Report be completed on each reported incident. Even if an injury does not require medical attention, an Employee Incident Report is still required to be completed by the Supervisor incase medical treatment is later needed and to ensure that any existing safety hazards are

corrected. A Workers Compensation First Report of Injury or Illness Form must be completed in all cases in which an injury requiring medical attention has occurred. If you fail to report an injury, you may jeopardize your right to collect workers' compensation payments as well as health benefits.

It is important that we try to maintain the health and safety of our customers and visitors while they are in our stores. If you or an employee sees anything, such as wet floors, unsafe parking lot conditions, ice build-up or obstructions around the store entrance, etc., we expect you to see that all unsafe conditions are corrected or that the appropriate parties are notified.

## **8.7 Workplace Violence**

As the safety and security of our team members, vendors, contractors, and the general public is in the best interests of Asseff Enterprises, LLC, we are committed to working with our team members to provide a work environment free from violence, intimidation, and other disruptive behavior.

### Zero Tolerance Policy

The Company has a zero-tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, team members, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

### Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on Company property or while performing Company business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

### Reporting Incidents of Violence

Report to your managers (Upper Management), in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

### Violations

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

### Retaliation

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to your Supervisor or appropriate department.

## **9.0 Trade Secrets and Inventions**

### **9.1 Confidentiality and Nondisclosure of Trade Secrets**

As a condition of employment, Asseff Enterprises, LLC team members are required to protect the confidentiality of Company trade secrets, proprietary information, and confidential commercially sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management.

If you have information that leads you to suspect that team members are sharing such information in violation of this policy and/or competitors are obtaining such information, you are required to inform your Managers or appropriate department.

Violation of this policy may result in disciplinary action up to and including termination, and may subject the violator to civil liability.

## **10.0 Customer Relations**

### **10.1 Customer, Client, and Visitor Relations**

Asseff Enterprises, LLC strives to provide the best products and services possible to our customers and clients. Our customers and clients support this business and generate your wages. You are expected to treat every customer, client, or visitor with the utmost respect and courtesy during your working time. You should never argue or act in a disrespectful manner towards a visitor or customer during your working time. If you are having problems with a customer, client, or visitor, notify your managers immediately. If a customer, client, or visitor voices a suggestion, complaint, or concern regarding our products or services, inform your managers or a member of management. Rude and disrespectful behavior towards customers and visitors is strictly prohibited; violations are subject to discipline up to and including termination. Lastly, make every effort to be prompt in following up on customer, client, or visitor orders or questions. Positive customer, client, and visitor relations will go a long way to establishing our Company as a leader in its field.

# Arkansas Policies

## Hiring and Orientation Policies

### Disability Accommodation

Asseff Enterprises, LLC complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the Company will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your Managers. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the Company will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the Company in connection with a request for accommodation will be treated as confidential.

The Company encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the Company is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

The Company will not discriminate or retaliate against team members for requesting an accommodation.

### EEO Statement and Nonharassment Policy

#### Equal Opportunity Statement

Asseff Enterprises, LLC is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential

manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against team members who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Managers or any other designated member of management.

### Policy Against Workplace Harassment

Asseff Enterprises, LLC has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, team members, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

### Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

### Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;

- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

### Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify your area manager or any member of upper management.

The Company prohibits retaliation against team members who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

## **Religious Accommodation**

Asseff Enterprises, LLC is dedicated to treating its team members equally and with respect and recognizes the diversity of their religious beliefs. All team members may request an accommodation when their religious beliefs cause a deviation from the Company dress code or the individual's schedule, basic job duties, or other aspects of employment. The Company will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other team members — when determining a reasonable accommodation. At no time will the Company question the validity of a person's belief.

If you require a religious accommodation, speak with your managers or appropriate department.

## **Wage and Hour Policies**

### **Accommodations for Nursing Mothers**

Asseff Enterprises, LLC will provide nursing mothers reasonable unpaid break time to express milk for their infant child(ren) for up to one year following the child's birth.

If you are nursing, the Company will make reasonable efforts to provide you a private, secure, and sanitary room or other location in close proximity to the work area, other than a restroom, to express milk. The room will be clearly designated and either have a lock or a sign on the door to indicate when the room is in use. Expressed milk can be stored in a personal cooler.

The break time must, if possible, run concurrently with any break time already provided to you. You are encouraged to discuss the length and frequency of these breaks with your managers.



## **Meal and Rest Periods**

Asseff Enterprises, LLC strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your managers regarding procedures and schedules for rest and meal breaks. The Company requests that team members accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your managers know; in addition, notify your managers as soon as possible if you were unable to or prohibited from taking a meal or rest period.

## **Overtime**

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your managers.

At certain times Asseff Enterprises, LLC may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

## **Pay Period**

At Asseff Enterprises, LLC, the standard pay period is biweekly for all team members and starts on a Wednesday and ends on a Tuesday. Pay dates are Fridays immediately following the pay period end date (Tuesday). If a pay date falls on a holiday, you will be paid on the preceding workday. Special provisions may be required from time to time if holidays fall on pay dates. Check with your managers if this type of date arises.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy. If you find an issue, report it to your managers immediately.

## **Performance, Discipline, Layoff, and Termination**

### **Disciplinary Process**

Violation of Asseff Enterprises, LLC policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The Company encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Company is not required to engage in progressive discipline and may discipline or terminate team members who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your managers will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the Company is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

## **Benefits**

### **Bone Marrow and Organ Donation Leave**

Asseff Enterprises, LLC will provide eligible team members with up to 90 days of unpaid leave to serve as a bone marrow or organ donor.

All employees in Arkansas are eligible for bone marrow or organ donation leave; however, if you are eligible for leave under the federal Family and Medical Leave Act, you may not take leave under this policy. To request leave under the policy, provide reasonable written notice of the need for leave to your Managers.

The Company will not retaliate against team members who request or take leave in accordance with this policy.

### **Crime Victim Leave**

Asseff Enterprises, LLC will provide team members who are the victim, or the representative of a victim, of a violent crime or sex offense with time off to:

- Participate, at the prosecuting attorney's request, in the preparation of a criminal justice proceeding relating to the crime; or
- Attend a criminal justice proceeding if attendance is reasonably necessary to protect the interests of the victim.

You will be eligible for time off if you are:

- The victim of the violent crime (felony resulting in physical injury to the victim or involving the use of a deadly weapon, terroristic threatening, and stalking) or sex offense at issue in the proceedings;
- A minor who is a victim of kidnapping, false imprisonment, permanent detention, or restraint;
- The victim's spouse, child by birth or adoption, stepchild, parent, stepparent, or sibling; or
- An individual designated by the victim or by a court in which the crime is being, or could be prosecuted.

Time off under this policy will be unpaid; however if you are classified as exempt you may be paid as required by applicable federal or state law. If you are accountable for the crime or a crime arising from the same conduct, you will not be eligible for leave under this policy.

The Company will not retaliate against team members who request or take leave in accordance with this policy.

### **Jury Duty Leave**

Asseff Enterprises, LLC encourages team members to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Managers as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty.

The Company reserves the right to require team members to provide proof of jury duty service to the extent authorized by law.

The Company will not retaliate against team members who request or take leave in accordance with this policy.

## **Voting Leave**

If your work schedule prevents you from voting on Election Day, Asseff Enterprises, LLC will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your managers, consistent with applicable legal requirements.

## **Safety and Loss Prevention**

### **Workplace Smoking**

Asseff Enterprises, LLC is concerned about the effect that smoking and secondhand smoke inhalation can have on its team members and clients. Smoking in the restaurant, office, client areas, and restrooms is prohibited.

## **Closing Statement**

Thank you for reading our handbook. We hope it has provided you with an understanding of our mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful Company and a safe, productive, and pleasant workplace.

Alex & Erika Asseff, Owners

Asseff Enterprises, LLC

## Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the Asseff Enterprises, LLC Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that the Company has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the Owners of the Company. I also understand that any delay or failure by the Company to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the Company or affect the right of the Company to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Company representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized Company representative) or a collective bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA). This handbook is not intended to violate any local, state, or federal law. No provision or policy applies or will be enforced if it conflicts with or is superseded by any requirement or prohibition contained in federal, state, or local law, or regulation. Furthermore, nothing in this handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to, or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission (EEOC), National Labor Relations Board (NLRB), Securities and Exchange Commission (SEC), or any other federal, state, or local agency charged with the enforcement of any laws.

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by Asseff Enterprises, LLC.

If I have any questions about the content or interpretation of this handbook, I will contact Human Resources.

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Signature

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Date

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Print Name