

## ACKNOWLEDGMENT OF RECEIPT AND RESPONSIBILITY FOR EMPLOYEE HANDBOOK

I hereby acknowledge that I have received a copy of North Shore Subs' Employee Handbook.

I acknowledge that it is my responsibility to read and become familiar with the contents of this Handbook. I understand that I will be held accountable for being familiar with the policies and procedures, standards of performance and rules of conduct contained herein, as well as any other policies or practices implemented by North Shore Subs, regardless of whether they are contained in the Handbook. I understand that nothing in this handbook alters my responsibilities under a written agreement, if any, between North Shore Subs and me.

I acknowledge and understand that this Handbook does not form the basis for any employment contract, and my employment with North Shore Subs is at-will, and of no definite duration, which means my employment relationship may be terminated at any time for any legal reason by either North Shore Subs or me. Nothing in this Handbook or any oral representations alter the at-will status of this employment relationship. I further understand that North Shore Subs reserves the right to change, modify, deviate from or delete any of its policies and procedures, code of conduct, and rules of employment at any time, with or without notice.

I also understand that no express or implied promise or guarantee with regard to the duration of my employment, wages or benefits is binding upon North Shore Subs unless made in writing and is explicitly and specifically identified as an employment agreement or contract.

If I should have any questions regarding materials contained in this Handbook, I will contact my manager, the Human Resources Department, or an appropriate member of management.

A listing of all policies covered in this handbook can be found in the Table of Contents on Page 2 of this handbook and attached by reference to this Acknowledgment.

Please sign, date this receipt, and return it to the Human Resources Department.

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

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature Page - Give to Human Resources Manager



Updated 01/01/2026



# Employee Handbook

## Contents

|   |    |
|---|----|
| EMPLOYEE HANDBOOK OVERVIEW .....  | 1  |
| AT WILL EMPLOYMENT .....  | 2  |
| EQUAL EMPLOYMENT OPPORTUNITY POLICY .....                               | 3  |
| REPORTING ANY ILLEGAL OR UNETHICAL BEHAVIOR OR CODE VIOLATIONS .....    | 5  |
| All Unlawful Retaliation Prohibited .....                               | 5  |
| REASONABLE ACCOMMODATION OF DISABLED OR PREGNANT EMPLOYEES .....        | 7  |
| ACCOMMODATIONS FOR PREGNANCY .....                                      | 9  |
| NURSING MOTHERS.....  | 10 |
| NON-DISCRIMINATION AND ANTI-DISCRIMINATORY HARASSMENT POLICY.....       | 11 |
| Definitions of Discriminatory Harassment.....                           | 11 |
| WORKPLACE VIOLENCE PREVENTION.....                                      | 13 |
| Individuals and Conduct Covered .....                                   | 14 |
| Reporting an Incident of Harassment, Discrimination or Retaliation..... | 14 |
| Complaint Procedure .....   | 14 |
| Retaliation is Also Prohibited.....                                     | 15 |
| Conclusion.....   | 15 |
| RIGHT TO REVIEW PERSONNEL RECORD .....                                  | 16 |
| MINNESOTA STATEMENT OF EARNINGS (MINN. STAT. 181.032) .....             | 17 |
| CODE OF CONDUCT.....  | 18 |
| Objective .....   | 18 |
| Health and Safety.....  | 18 |
| Protection and Proper Use of Company Assets.....                        | 18 |
| Professional Conduct .....  | 18 |
| RESTRICTIONS FOR WORKERS UNDER THE AGE OF 18.....                       | 20 |
| Under the Age of 16.....  | 20 |
| Hours.....  | 20 |
| Tasks.....  | 20 |
| High School Students .....  | 21 |
| Hours.....  | 21 |
| Tasks.....  | 21 |
| Motor Vehicles.....   | 21 |

|   |    |
|---|----|
| PAYMENT OF WAGES.....                                     | 22 |
| Pay Frequency.....  | 22 |
| Overtime.....   | 22 |
| Nondisclosure of Wages.....                               | 22 |
| Time Records.....   | 22 |
| PAYSTUB AND PAYROLL ACCESS.....                           | 24 |
| MEALS AND REST BREAKS.....                                | 25 |
| USERRA RIGHTS.....  | 26 |
| Reemployment Rights.....                                  | 26 |
| Right to be free from Discrimination and Retaliation..... | 26 |
| Health Insurance Protection.....                          | 27 |
| Enforcement.....  | 27 |
| EARNED SICK AND SAFE TIME (“ESST”).....                   | 28 |
| Eligible Uses of Accrued ESST.....                        | 28 |
| Definition of “Family Member:.....                        | 29 |
| Notice to the Company to Use Accrued ESST.....            | 30 |
| Documentation of Use of ESST for Eligible Purposes.....   | 30 |
| Retaliation Prohibited.....                               | 30 |
| VACATION/PAID TIME OFF (“PTO”) POLICY.....                | 31 |
| Minimum Vacation/PTO time increments.....                 | 31 |
| Notice of absence.....                                    | 31 |
| Termination of employment.....                            | 31 |
| Eligibility.....  | 31 |
| Bereavement Leave.....                                    | 32 |
| Jury Duty.....  | 33 |
| Voting Leave.....   | 33 |
| Minnesota Employees.....                                  | 33 |
| Wisconsin Employees.....                                  | 33 |
| MINNESOTA PAID FAMILY MEDICAL LEAVE.....                  | 34 |
| Summary of MN PFML.....                                   | 34 |
| Qualifying Reasons for PFML.....                          | 34 |
| Medical Leave.....  | 35 |

|  |    |
|--|----|
| Family Leave .....   | 35 |
| Required Notice to the Company of the Need for Leave .....   | 35 |
| For predictable leave .....                                  | 35 |
| For unforeseeable leave .....                                | 35 |
| For intermittent leave .....                                 | 35 |
| Maximum Amount of PFML in a Benefit Year .....               | 36 |
| Hourly Leave Allotment per Week .....                        | 36 |
| Intermittent Leave .....                                     | 36 |
| Definition of Serious Health Condition .....                 | 36 |
| Definition of “Family Member” .....                          | 38 |
| Employment Protections .....                                 | 38 |
| • Job Protections .....                                      | 38 |
| • Health Insurance Continuation .....                        | 39 |
| Weekly Benefit Calculation Amount .....                      | 39 |
| Supplementation of PFML with Other Employer Paid Leave ..... | 39 |
| Substitution of Employer Paid Leave for PFML .....           | 40 |
| Other Income Sources .....                                   | 40 |
| Exclusions .....   | 40 |
| When Paid Leave Benefits End .....                           | 40 |
| Additional Information .....                                 | 41 |
| UNPAID LEAVE .....   | 42 |
| FAMILY AND MEDICAL LEAVE .....                               | 42 |
| PARENTING AND PREGNANCY LEAVE .....                          | 45 |
| Parenting and Pregnancy Leave Policy .....                   | 45 |
| School Conferences and Activities Leave .....                | 45 |
| Military Leave .....   | 45 |
| Crime Victim and Witness Leave .....                         | 46 |
| Leave to Attend Major Party Conventions and Committees ..... | 46 |
| EMPLOYEE BENEFITS .....                                      | 47 |
| Workers’ Compensation Benefits .....                         | 47 |
| DRESS CODE .....   | 47 |

|   |    |
|---|----|
| Hygiene .....   | 47 |
| General.....  | 47 |
| Hair.....   | 47 |
| Facial Hair.....  | 47 |
| Hands .....   | 47 |
| CLOTHING .....  | 48 |
| Shirt.....  | 48 |
| Under Shirt.....  | 48 |
| Hat.....  | 48 |
| Pants/Shorts.....   | 48 |
| Apron .....   | 48 |
| FOOTWEAR .....  | 48 |
| JEWELRY.....  | 48 |
| TATTOOS.....  | 48 |
| NON-FRATERNIZATION POLICY.....                            | 49 |
| Workplace Etiquette .....                                 | 49 |
| Influential Roles .....                                   | 49 |
| Impacts.....  | 50 |
| COMPUTER, EMAIL, AND INTERNET USAGE POLICY.....           | 51 |
| Introduction .....  | 51 |
| Guidelines .....  | 51 |
| SOCIAL MEDIA POLICY .....                                 | 52 |
| Social Media.....   | 52 |
| Proper Use of Social Media.....                           | 52 |
| Prohibited Uses of Social Media .....                     | 53 |
| Using Social Media at Work .....                          | 54 |
| Retaliation is Prohibited.....                            | 54 |
| Media Contacts .....                                      | 54 |
| For more information .....                                | 55 |
| North Shore Subs’ Right to monitor and Consequences ..... | 55 |
| Return of Equipment.....                                  | 55 |
| DRUG FREE WORKPLACE POLICY .....                          | 56 |

|  |    |
|--|----|
| DRUG, CANNABIS AND ALCOHOL USE .....                                     | 56 |
| Alcohol Use .....  | 56 |
| Illegal Drugs.....   | 56 |
| Marijuana, Cannabis and Cannabinoid .....                                | 56 |
| Reporting and Remaining at Work Prohibited.....                          | 58 |
| DRUG, CANNABISAND ALCOHOL TESTING.....                                   | 58 |
| Scope of Coverage .....  | 58 |
| Policy Statement .....   | 58 |
| DISCIPLINARY POLICY.....   | 62 |
| Employment At Will: .....  | 62 |
| Policy .....   | 62 |
| Discharge.....   | 63 |
| DRIVER EXPECTATIONS .....  | 64 |
| CASH HANDLING POLICIES AND PROCEDURES .....                              | 66 |
| Designated Register Person (“DRP”).....                                  | 66 |
| Drivers .....  | 66 |
| Cash Shortage Procedures .....   | 67 |
| CREDIT CARD DATA SECURITY POLICY .....                                   | 68 |
| ACKNOWLEDGMENT OF RECEIPT AND RESPONSIBILITY FOR EMPLOYEE HANDBOOK ..... | 69 |
| ACKNOWLEDGMENT OF RECEIPT AND RESPONSIBILITY FOR EMPLOYEE HANDBOOK ..... | 70 |
| EXHIBIT A – STORE POLICIES .....   | 71 |
| RULES OF EMPLOYMENT .....  | 71 |
| ADDITIONAL RULES FOR MANAGEMENT.....                                     | 73 |
| HAND WASHING AND GLOVE USE POLICY.....                                   | 75 |
| How to Wash Your Hands Properly.....                                     | 75 |
| When Should You Wash Your Hands? .....                                   | 75 |
| Limiting Bare Hand Contact: .....  | 75 |

## EMPLOYEE HANDBOOK OVERVIEW

If you are receiving this handbook as a new employee of North Shore Subs, welcome! If you are a current employee of North Shore Subs and receiving this handbook to replace an existing handbook, thank you for your continued loyalty to, and good work on behalf of, the Company! We are glad to have you as part of the North Shore Subs team.

North Shore Subs' handbook is your basic source of information while working at the Company. Described in this Handbook are North Shore Subs' personnel policies, guidelines, and procedures, which should give you a good idea of your responsibilities and how you can be most successful working here. We urge you to carefully review this Handbook and refer to it from time to time as needed. If you have any questions regarding these policies or procedures, please contact your supervisor or the Human Resources Department.

Keep in mind that this Handbook is intended for your information and guidance. It is not an employment contract and does not guarantee any fixed terms and conditions of employment and nothing contained in this Handbook changes your "at-will" employment status.

The Company reserves the right to change, modify, deviate from or terminate the benefits described in this Handbook at any time; however, you will receive written notice of any new or amended policy prior to the time the policy or amendment becomes effective. Please understand that no employee handbook can address every situation in the work place.

North Shore Subs' goal is to create an atmosphere of professionalism and excellence that makes our business the best in the industry and a great place to work. We are happy that you have chosen to become part of our team and expect that you will find association with us to be rewarding and challenging.

Welcome to North Shore Subs!

## AT WILL EMPLOYMENT

Your employment with North Shore Subs is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and for any lawful reason. 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.

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.

## EQUAL EMPLOYMENT OPPORTUNITY POLICY

North Shore Subs is committed to the principles of equal employment opportunities for all. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. This includes, but is not limited to, Minnesota Statutes, Chapter 363A, more commonly known as the Minnesota Human Rights Act (MHRA), and Wisconsin Statutes, Chapter 111, more commonly known as the Wisconsin Fair Employment Act (WFEA).

It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of race (including traits associated with race, including but not limited to hair texture and hair styles such as braids, locs and twists), color, religion, creed, sex (including gender, gender identity, gender nonconformity, and status as a transgender individual), sexual orientation, national origin, ancestry, citizenship, pregnancy, physical, sensory, or mental disability, age, uniform service member status (past, present, or prospective), marital status, familial status, genetic information or testing, honesty testing, membership or activity in a local commission, use or nonuse of lawful products (for example, tobacco) off of the employer's premises during non-working hours, declining to attend a meeting or to participate in any communication about religious or political matters, public assistance status, or any other characteristic protected in accordance with applicable federal, state and local laws. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

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.

If you are subjected to any conduct that you believe violates this policy, you must promptly speak to, write, or otherwise contact your direct supervisor, human resources, or a member of the Company's senior management team. Additionally, any manager or supervisor who observes discriminatory conduct must report the conduct to Human Resources or to a member of the management team.

A written complaint is preferred. The complaint should be as detailed as possible, including the names of all individuals involved and any witnesses.

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 as confidential of a manner as practicable. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees 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 manager or supervisor or any other designated member of management. Any

Updated 01/01/2026

employee who does not comply with the equal opportunity policies and procedures as set forth in this policy will be subject to disciplinary action.

## REPORTING ANY ILLEGAL OR UNETHICAL BEHAVIOR OR CODE VIOLATIONS

Employees are encouraged to talk any supervisor, manager, or Company director about observed behavior they believe may be illegal or a violation of this code of conduct or company policy in general. It is the Company's policy not to allow retaliation for reports made in good faith by employees of misconduct by others. Employees are expected to cooperate in internal investigations of misconduct.

The Company maintains an open door policy on all levels of the organization. Any and all infractions of the code of conduct or otherwise questionable behavior can be directed to the Human Resources Department.

### All Unlawful Retaliation Prohibited

The Company strictly prohibits and does not tolerate unlawful retaliation against any applicant, or employee, by any other employee. All forms of unlawful retaliation are prohibited, including any form of discipline, reprisal, intimidation, or other form of retaliation for participating in any activity protected by law.

Examples of protected activities include, but are not limited to:

- Lodging a good faith internal complaint (written or oral) with human resources or management specifically opposing unlawful discrimination or harassment or complaining about violations of wage and hour law (for example, if an employee believes they have been sexually harassed or not paid overtime they are owed).
- Filing a good faith complaint of unlawful discrimination or harassment with the US Equal Employment Opportunity Commission (EEOC), the Minnesota Department of Human Rights (MDHR), the Wisconsin Department of Workforce Development (DWD) or in court.
- Participating in the Company's internal investigation into allegations of discrimination or harassment.
- Supporting another employee's internal or administrative complaint of unlawful discrimination (by, for example, testifying or providing an affidavit in support of a coworker who has filed a discrimination complaint with the EEOC, MDHR, or DWD).
- Filing a good faith complaint with the US Department of Labor (DOL), Minnesota Department of Labor and Industry (MDLI), the Wisconsin Department of Workforce Development (DWD) or in court about wage and hour violations or unfair pay practices, or participating in a wage and hour investigation or audit conducted by the DOL, DWD, or state or local administrative agency.
- Requesting an accommodation under the Americans with Disabilities Act, Pregnant Workers Fairness Act, the Minnesota Human Rights Act (MHRA) or the Wisconsin Fair Employment Act (WFEA).

Updated 01/01/2026

- Requesting or taking leave under the Family and Medical Leave Act, the Minnesota Pregnancy and Parenting Leave Law, or any other state or local law.
- Filing a worker's compensation claim.

The examples above are illustrative only, and not exhaustive. No form of retaliation for any protected activity will be tolerated.]

## REASONABLE ACCOMMODATION OF DISABLED OR PREGNANT EMPLOYEES

The Company is committed to complying with all applicable provisions of the Americans with Disabilities Act (“ADA”) and all applicable federal, 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 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.

With advance written notice prior to any change, the Company reserves the right to amend this policy to reflect changes in the law, regulations, or case law. The Company will interpret questions and requests that arise in light of the applicable laws, regulations, and case law then existing.

This policy applies to all applicants for employment and existing employees.

1. The Company will provide a reasonable accommodation to a qualified individual who has a mental or physical impairment when such accommodation is necessary to enable the individual to perform the essential functions of the qualified individual’s job provided it does not cause an undue hardship for the Company. The Company will also strive to provide an accommodation without regard to whether an applicant or employee is legally “disabled.” Thus, an accommodation to an applicant or employee does not mean that the applicant or employee has a disability as defined by state or federal law.
2. The employee is responsible for making a request for a reasonable accommodation and providing any supporting documentation necessary for the Company to evaluate the request and determine whether a reasonable accommodation can be made without undue hardship to the Company. The employee’s supervisor and/or Human Resources are responsible for the resolution of reasonable accommodation, safety, and undue hardship issues. All decisions regarding reasonable accommodations will be transmitted in writing.
3. All employees are required to comply with safety standards. Applicants who pose a direct threat to the safety or health of clients or other individuals in the workplace that cannot be eliminated by reasonable accommodation will not be hired. Current employees who pose a direct threat to the safety or health of clients or other individuals in the workplace will be placed on appropriate leave until a decision has been made in regard to the employee’s employment status. That determination will be based on factual, objective evidence.
4. For each position, a job description typically will identify essential job functions. Questions regarding the essential job functions should be directed to the supervisor and/or Human Resources.
5. An applicant or employee who believes:
  - a. He or she has been subject to discrimination,

- b. That a violation of this policy has occurred, or
- c. Has witnessed inappropriate treatment of others,

should immediately report the discrimination, policy violation or inappropriate treatment to his or her supervisor and/or Human Resources.

- 6. Any employee who is found to have engaged in a discriminatory act, violation of policy or inappropriate treatment of others that violates any part of this policy is subject to discipline, up to an including termination.
- 7. All information obtained concerning the mental or physical impairment or the medical history of an applicant or employee will be treated as confidential information, maintained in separate medical files, and disclosed only as permitted by law.

After receiving your request for an accommodation, 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 written authorization 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. Leave, as a reasonable accommodation, will not be granted for open-ended unlimited requests.

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

## ACCOMMODATIONS FOR PREGNANCY

An employee is entitled to a reasonable accommodation for health conditions related to pregnancy or childbirth if she so requests, with the advice of her licensed health care provider or certified doula, unless the accommodation would impose an undue hardship on the operation of the Company's business.

A pregnant employee is not required to obtain the advice of her licensed health care provider or certified doula, nor will the Company claim undue hardship for the following requested accommodations:

1. more frequent restroom, food, and water breaks;
2. seating; and
3. limits on lifting over 20 pounds.

The employee and the Company will engage in an interactive discussion with respect to an employee's request for a reasonable accommodation for pregnancy.

"Reasonable accommodations" may include, but are not limited to, temporary transfer to a less strenuous or hazardous position, temporary leave of absence, modification in work schedule or job assignments, seating, more frequent restroom breaks or longer break periods, and limits to heavy lifting.

However, the Company will not create a new or additional position in order to accommodate a pregnant employee, and will not discharge any employee, transfer any employee, or promote any employee as an accommodation of a pregnant employee.

## NURSING MOTHERS

Nursing mothers are entitled to reasonable break times to express milk. This break time may run concurrently with any other normal break time. The break time will be paid unless it occurs during an unpaid meal break. Nursing mothers at Company offices will be provided a room or other location where a nursing mother can express milk in privacy, free from intrusion by coworkers and the general public and be shielded from view. The room or other location will have access to an outlet, and the nursing mother will have access to a sink and a refrigerator. The room provided will not be a bathroom stall.

The Company will not retaliate against any employee who asserts their rights under this section.

## NON-DISCRIMINATION AND ANTI-DISCRIMINATORY HARASSMENT POLICY

### Definitions of Discriminatory Harassment

Sexual harassment constitutes discrimination and is prohibited. For the purposes of this policy, sexual harassment includes sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example:

(1) submission to such conduct is made either explicitly or implicitly 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 working environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender.

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

- 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;
- Displaying in the workplace sexually suggestive objects, pictures, cartoons, or representations of any action or subject which is sexual in nature and which can be perceived as offensive;
- 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;
- Direct and indirect suggestions that an employee's job security, job assignment, conditions or employment or opportunities for advancement depend in any way on the granting of sexual favors or relations; and
- Any unwanted physical touching or assaults, or blocking or impeding movements.

Although the intent of the person engaging in the conduct may be harmless or even friendly, it is the welcomeness of the conduct by the recipient that is relevant to whether the conduct is unlawful harassment.

***Given the difficulty of judging whether the conduct is welcome or unwelcome in particular situations, the Company prohibits all employees from engaging in any conduct of a sexual nature whether or not the conduct is otherwise illegal or amounts to harassment based on any protected category in the work setting.***

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, discriminatory harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of race (including traits associated with race, including but not limited to hair texture and hair styles such as braids, locs and twists), color, religion, creed, sex (including gender, gender identity, gender nonconformity, and status as a transgender individual), sexual orientation, national origin, ancestry, citizenship, pregnancy, physical, sensory, or mental disability, age, uniform service member status (past, present, or prospective), marital status, familial status, genetic information or testing, honesty testing, membership or activity in a local commission, use or nonuse of lawful products (for example, tobacco) off of the employer's premises during non-working hours, declining to attend a meeting or to participate in any communication about religious or political matters, public assistance status, or any other characteristic protected in accordance with applicable federal, state and local laws. , and that:

- (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment;
- (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or
- (iii) otherwise adversely affects an individual's employment opportunities.

Discriminatory harassing conduct includes, but is not limited to epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group that is placed on walls or elsewhere on the employer's premises or circulated in the workplace, on company time or using company equipment by email, phone (including voice messages), text messages, social networking sites, etc.

The Company does not discriminate or tolerate discrimination based on religion or religious beliefs. Language that can be interpreted as negative, demeaning, or uses the name of anyone's "God" in vain will not be tolerated. Our disciplinary policy will be followed, up to and including termination, for any such discrimination or harassment.

## WORKPLACE VIOLENCE PREVENTION

North Shore Subs is committed to preventing violence in the workplace and maintaining a safe, healthy, and secure work environment. An employee's safety and security are of vital importance. Acts or threats of physical violence, including intimidation, harassment, and/or coercion, which involve or affect North Shore Subs or which occur on North Shore Subs' premises, will not be tolerated. The prohibition against threats and acts of violence applies to all persons involved in the operation of North Shore Subs and its facilities, including, but not limited to, North Shore Subs' employees, customers, independent contractors and anyone else on North Shore Subs' premises. Violations of this policy will result in disciplinary action, up to and including termination of employment and/or legal action as appropriate. Examples of workplace violence include, but are not limited to, the following:

- Threats or acts of violence occurring on North Shore Subs' premises, regardless of the relationship between North Shore Subs and the parties involved in the incident;
- Threats or acts of violence occurring off North Shore Subs' premises involving someone who is acting in the capacity of a representative of North Shore Subs;
- Threats or acts of violence occurring off North Shore Subs' premises involving an employee of North Shore Subs as a victim, if the Company determines that the incident may lead to an incident of violence on North Shore Subs' premises;
- Threats or acts resulting in the conviction of an employee or agent of North Shore Subs or of an individual performing services for the Company on a contract or temporary basis, under any criminal code provisions relating to violence or threats of violence, which adversely affect the business interests of the Company.

An employee's possession, or use of a dangerous weapon in the workplace, including but not limited to all firearms, is prohibited. North Shore Subs has the right to search any area on its premises for weapons, including but not limited to furniture, drawers, and workplace personal bags.

Specific examples of conduct which may be considered threats or acts of violence under this policy include, but are not limited to the following:

- Threatening physical or aggressive contact toward another person;
- Threatening a person or his or her family, friends, employees, or property with physical harm;
- The intentional destruction of North Shore Subs' property or another's property;
- Harassing or threatening phone calls;
- Stalking;
- Veiled threats of physical harm or intimidation.

Any person who engages in a threat or violent action on North Shore Subs' premises may be removed from the premises as quickly as safety permits – by law enforcement if the Company deems it appropriate – and may be required, at North Shore Subs' discretion, to remain off Company premises pending the outcome of an investigation into the incident.

The Company will make the sole determination of whether, and to what extent threats or acts of violence will be acted upon by the Company. In making this determination, North Shore Subs may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that violation of this policy has occurred.

Employees should immediately report any acts or threats of physical violence, including intimidation, harassment, and/or coercion which involve or affect North Shore Subs, or which occur on North Shore Subs' premises, to Human Resources or management. In an emergency, an employee should follow all safety protocols and dial 911.

### Individuals and Conduct Covered

These policies apply to all applicants and employees, whether related to conduct engaged in by fellow employees or by someone not directly connected to North Shore Subs (e.g., an outside vendor, consultant or customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

### Reporting an Incident of Harassment, Discrimination or Retaliation

North Shore Subs encourages reporting of all incidents of discrimination, discriminatory harassment or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been the victim of such conduct should discuss their concerns with their immediate supervisor, or any member of the Human Resources department. See the complaint procedure described below.

In addition, North Shore Subs encourages individuals who believe they are being subjected to such conduct promptly to advise the offender that his or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. North Shore Subs recognizes, however, that an individual may prefer to pursue the matter through complaint procedures without discussing the behavior with the offender.

### Complaint Procedure

Individuals who believe they have been the victims of conduct prohibited by this policy statement or believe they have witnessed such conduct should discuss their concerns with the human resources department. A written complaint is preferred, with as much detail as possible.

North Shore Subs encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual incidents of discriminatory harassment.

Any reported allegations of discriminatory harassment, discrimination or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

Retaliation against an individual for reporting discriminatory harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like discriminatory harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

Misconduct constituting discriminatory harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, as North Shore Subs believes appropriate under the circumstances.

False and malicious complaints of discriminatory harassment, discrimination or retaliation (as opposed to complaints that, even if erroneous, are made in good faith) may be the subject of appropriate disciplinary action.

### Retaliation is Also Prohibited

North Shore Subs encourages reporting of all incidents of discrimination or discriminatory harassment. It is the policy of North Shore Subs to promptly and thoroughly investigate such reports. North Shore Subs prohibits retaliation against any individual who reports discrimination or discriminatory harassment or participates in an investigation of such reports.

Any employee, regardless of position or title, for whom an investigation determines has subjected an individual to discrimination or retaliation in violation of this policy will be subject to discipline, up to and including termination of employment.

### Conclusion

North Shore Subs has developed this policy to ensure that all its employees can work in an environment free from discriminatory harassment, discrimination and retaliation, whether otherwise unlawful or not. North Shore Subs will make every reasonable effort to ensure that all concerned are familiar with these policies and aware that any complaint in violation of such policies will be investigated and resolved appropriately. Any employee who has any questions or concerns about these policies should talk with the Human Resources Department.

## RIGHT TO REVIEW PERSONNEL RECORD

You have the right to review your personnel record once every six months. In order to review a personnel record, you must provide written notice to Human Resources and the request must be made in good faith.

North Shore Subs, LLC will provide you with your personnel record within seven days of receiving the request (14 working days in the event the personnel record is located in a different state from where you normally work). The personnel record (or an accurate copy thereof) will be made available for your review during the normal hours of operation at your place of employment or other reasonably nearby location, but need not be made available during your working hours. We may require that the review be made in the presence of a North Shore Subs designated employee. After the review, you can make a written request for a free copy of your personnel record.

Upon separation, you may only review your personnel record once each year after separation for so long as your personnel record is maintained by North Shore Subs. Upon your written request, North Shore Subs will provide you with a free copy of your personnel record.

If you dispute specific information contained in your personnel record, you and North Shore Subs may agree to remove or revise the disputed information. If an agreement is not reached, you may submit a five page written statement specifically identifying the disputed information and explaining your position. The position statement will be included along with the disputed information in your personnel record for as long as that information is maintained. A copy of the position statement will be provided to any person who receives a copy of the disputed information from North Shore Subs after the position statement is submitted.

If North Shore Subs does not comply with the above requirements, Minnesota law allows you to bring a civil action to compel compliance, and you may also be entitled to actual damages and costs. If you are retaliated against for asserting the rights described above, you may also be entitled to recover back pay, reinstatement, or other make-whole, equitable relief plus reasonable attorneys' fees.

## MINNESOTA STATEMENT OF EARNINGS (MINN. STAT. 181.032)

At the commencement of employment with North Shore Subs, each employee will receive a written notice including employment status, employee's pay rate and pay type, meal allowances, deductions and physical address and telephone number of the business, in conformance with Minnesota law.

In addition to the written notice, employees will also be provided with a copy of the payroll schedule, which includes start and end date of each pay period and scheduled pay dates.

When the above information changes, North Shore Subs will provide you advance written notice prior to the effective date of any change.

Any provisions of paid vacation, paid time off (PTO), earned sick and safe time (ESST), or unpaid leave will also be detailed in this handbook.

## CODE OF CONDUCT

It is North Shore Subs' policy that employees maintain a working environment that encourages mutual respect, promotes civil and congenial relationships among employees and is free from harassment and violence. Those who violate the standards in this code will be subject to disciplinary action up to and including dismissal. Employees are encouraged to talk to the Human Resources department about observed behavior which they believe may be illegal or a violation of this code of conduct or company policy in general.

### Objective

This policy identifies the respective responsibilities of the Company and its employees regarding conduct and the working environment.

### Health and Safety

The Company is committed to providing a safe and healthy work environment to all employees. Every employee has a responsibility to maintain a safe and healthy workplace by following safety and health rules and practices and by reporting accidents, injuries and unsafe equipment, practices, or conditions. Furthermore, to promote a safe environment, the Company will not tolerate violence in the workplace. North Shore Subs prohibits weapons of any kind on any company property. This includes carrying or possession of a firearm by employees while working or on company property, except in the case where an employee has a firearm in a locked vehicle, and the firearm is unloaded and secured in a gun case expressly made for that purpose and the case fully encloses the firearm by being zipped, snapped, buckled, tied or otherwise fastened, without any portion of the gun exposed, or in the closed trunk of the vehicle.

All employees are expected to perform their company related work in a safe manner, free of the influences of alcohol, marijuana (both recreational and prescription), illegal drugs, or controlled substances. The use or possession of illegal drugs or misuse of legal drugs in the workplace will not be tolerated. For more information, please see the Company's Drug, Cannabis, and Alcohol Policy.

### Protection and Proper Use of Company Assets

All employees and officers should protect and ensure the efficient use all of the Company's assets, which include but are not limited to equipment, property, inventory, and technology. Misuse, theft, carelessness, and waste all impact the Company's profitability. All Company assets are only to be used for legitimate Company business. Any suspected incident of fraud, theft, misappropriation, waste, or misuse of company assets should be immediately reported to a supervisor.

### Professional Conduct

All employees are expected to conduct themselves in a professional manner during working hours. Using foul or offensive language, fighting, gambling, and similar unprofessional activities are strictly prohibited while on the job. In addition, employees are prohibited from wearing Bluetooth or other

Updated 01/01/2026

headphones/earphones while working. Any instances of unprofessionalism should be immediately reported to a supervisor for investigation.

## RESTRICTIONS FOR WORKERS UNDER THE AGE OF 18

State and federal laws place restrictions on the hours of work and tasks to be performed for employees under the age of 18. No minors under the age of 14 may be employed by North Shore Subs.

### Under the Age of 16

#### Hours

On school days, and during school hours, minors under the age of 16 may not be permitted to work unless they have received an employment certificate under Minnesota Statutes, Sect. 181A.05.

No minor under the age of 16 shall be permitted to work any day before 7:00 a.m. or after 7:00 p.m., except between June 1 and Labor day, when the evening hour is extended to 9:00 p.m.

North Shore Subs may permit a minor under the age of 16 to work:

- No more than 3 hours on a school day, including Fridays;
- No more than 8 hours on a non-school day;
- No more than 18 hours a week when school is in session; and
- No more than 40 hours a week when school is not in session.

#### Tasks

Employees under the age of 16 may:

- perform cashiering, table service and "busing," and clean-up work, including the use of vacuum cleaners and floor waxers;
- perform kitchen work and other work involved in preparing food and beverages, including the operation of devices used in such work, such as dish-washers, toasters, milk shake blenders, warming lamps, and coffee grinders;
- perform limited cooking duties involving electric or gas grills that do not entail cooking over an open flame. They may also cook with deep fat fryers that are equipped with and utilize devices that automatically raise and lower the "baskets" into and out of the hot grease of oil. They may not operate NEICO broilers, rotisseries, pressure cookers, fryolators, high-speed ovens, or rapid toasters;
- they may not perform any baking activities;
- they may dispense food from cafeteria lines and steam tables and heat food in microwave ovens that do not have the capacity to heat food over 140° F;
- they may not operate, clean, set up, adjust, repair or oil power driven machines including food slicers, grinders, processors, or mixers;
- they may clean kitchen surfaces and non-power-driven equipment, and filter, transport and dispose of cooking oil, but only when the temperature of the surface and oils do not exceed 100° F;
- they may not operate power-driven lawn mowers or cutters, or load or unload goods to or from trucks or conveyors;

- they may not work in freezers or meat coolers, but they may occasionally enter a freezer momentarily to retrieve items;
- they are prohibited from working in any of the Hazardous Orders as described below.

## High School Students

### Hours

A high school student must not be permitted to work after 11:00 p.m. on an evening before a school day or before 5:00 a.m. on a school day except:

1. If the employee is age 18 or older, unless that employee has requested, in writing, for the hours restrictions to apply; or
2. If the employee has provided a note signed by a parent or guardian, the employee may be permitted to work until 11:30 p.m. on the evening before a school day and beginning at 4:30 a.m. on a school day.

A high school student does not include a student enrolled in an alternative education program or area learning center as defined in Minnesota Statutes, Sections 123A.05 to 123A.08.

### Tasks

Sixteen- and 17-year-olds may be employed for unlimited hours subject to the restrictions above in any occupation other than those declared hazardous by the Secretary of Labor. Examples of equipment declared hazardous in food service establishments ("Hazardous Orders") include:

- *Power-driven meat and poultry processing machines:* meat slicers, meat saws, patty forming machines, meat grinders, and meat choppers
- *Commercial mixers*
- *Power driven bakery machines*

Employees under 18 years of age are not permitted to operate, feed, set up, adjust, repair or clean any of these machines or their disassembled parts.

## Motor Vehicles

Generally, no employee under 18 years of age may drive on the job or serve as an outside helper on a motor vehicle. Minors are prohibited from making time sensitive deliveries and from driving at night.

Only employees approved to drive may operate vehicles for North Shore Subs, LLC. This includes but is not limited to: Taking deposits or change orders to the bank, transferring any product between stores, taking deliveries.

## PAYMENT OF WAGES

A statement of earnings is provided electronically through the payroll provider each pay period indicating:

- Gross Pay
- Statutory Deductions
- Voluntary Deductions
- Earned Sick and Safe Time

The amount of federal withholding is affected by the number of exemptions claimed on the form W-4, Employee's Withholding Allowance Certificate. If an employee's marital status changes or the number of exemptions previously claimed increases or decreases, you must submit this electronically through the payroll provider.

Employees will be paid by direct deposit or check. A pay card may be used and will be treated like direct deposit. A form should be obtained from the payroll department to activate direct deposit. Due to banking requirements, activation of direct deposit may not occur immediately.

### Pay Frequency

Minnesota/Wisconsin – Employees will be paid bi-weekly for the two weeks prior to the pay date. Paydays are bi-weekly on every other Friday. The workweek is defined as Wednesday at 12:00:00 a.m. to 11:59:59 p.m. the following Tuesday.

### Overtime

Nonexempt employees will be paid one-and-on-half (1 ½) times their regular rate of compensation for all hours actually worked in excess of 40 in a workweek. All overtime work must be authorized in advance by the employee's manager. Working overtime without prior authorization may result in corrective action.

Exempt employees are not paid overtime.

### Nondisclosure of Wages

North Shore Subs does not:

- A. Require nondisclosure by an employee of his or her wages as a condition of employment;
- B. Require an employee to sign a waiver or other document which purports to deny an employee the right to disclose the employee's wages; or
- C. Take any adverse employment action against an employee for disclosing the employee's own wages or discussing another employee's wages which have been disclosed voluntarily.

North Shore Subs will not retaliate against an employee for asserting rights or remedies under this section. An employee may bring a civil action against an employer for a violation of these sections and a court may order reinstatement, back pay, restoration of lost service credit, if appropriate, and the expungement of any related adverse records of an employee who was the subject of such violation.

### Time Records

The attendance of all employees is recorded through the time keeping system and is submitted to the payroll department. Nonexempt employees must record their actual time worked for payroll and benefit

purposes. Nonexempt employees must record the time work begins and ends. Nonexempt employees must also record any departure from work for any non-work-related reason.

Altering, falsifying, and tampering time records or recording time for another employee is prohibited and subject to disciplinary action, up to and including termination of employment. Exempt employees are required to report full days of absence from work for reasons such as leaves of absence, sick days, or personal business.

It is the employee's responsibility to certify the accuracy of all time recorded. Any errors in time recorded must be reported immediately to the manager, who will attempt to correct legitimate errors.

All hourly (non-exempt) employees must clock in to the time and attendance system before starting any work. Clocking out of time and attendance should be the last thing you do before you leave your store at the end of your shift.

Any work outside your normal scheduled hours must be approved by your immediate supervisor.

It is the responsibility of each manager to notify his or her supervisor of any time worked outside the store. This includes phone calls, responding to emails when off-duty away from the Company's premises, etc.

It is the responsibility of each employee to follow the chain of command, starting with their immediate supervisor, if they feel their hours are not correct in the time and attendance system, if they are not afforded time to take a break if working the required number of hours, or if there are any problems with their schedule.

## PAYSTUB AND PAYROLL ACCESS

North Shore Subs, LLC uses Paylocity for payroll processing. Paylocity offers online and mobile app access to your paystubs and personal information. If you are a new hire, you will have access to Paylocity during the week before the first pay date. Please take a moment to review and update your personal information and tax elections to ensure accuracy.

Our company number is **110815**. You will need this to complete your registration.

In order to make sure we have your most up to date information, please review below for accuracy by logging into [paylocity.com](https://paylocity.com)

If you have never logged into Paylocity:

Step 1: Select “login”

Step 2: Select “Register new user”

Step 3: Enter the Company ID (**110815**) and all other information. If you get an error, the most common reason we have found is the Home Zip code is inaccurate from what you provided for your initial new hire paperwork. Try another that you may have used (parents, current, old, etc.).

**Please, at a minimum, review and verify/update the following with current information:**

**Employee > Employee payroll file > Personal > Demographics:**

- First and Last Name
- Social Security Number (please hit the “show” button to view)
- Address
- Phone Number
- Personal Email Address
- **Emergency Contact information**

**To review and/or update any withholdings, complete the following:**

**Employee > Employee payroll file > Payroll Setup > Taxes:**

- Number of Exemptions
- Tax Type

**Employee > Employee payroll file > Payroll Setup > Deductions:**

- Child Support or other Garnishments

Please feel free to reference some great guides and videos that can be accessed via the following path within Paylocity: **Home > Knowledge Base**.

Please email me with any questions at [Jonas@northshoresubs.com](mailto:Jonas@northshoresubs.com). If you are having trouble logging in as a new user, please include the zip code you are using to try to register so I can verify it is correct with our records.

## MEALS AND REST BREAKS

Effective January 1, 2026, Minnesota employers must permit each employee who is working for six or more consecutive hours thirty (30) minutes or more to eat a meal. Employees must be relieved of all duties and clocked out for meal periods. The employee is not completely relieved from duty if required to perform any duties, whether active or inactive, during a meal break. It is not necessary that the employee be permitted to leave the premises, if the employee is otherwise completely freed from duties during the meal break. If freed from all duties, the meal break is unpaid; however, if the meal break is interrupted by call to duty or if the employee is not otherwise completely relieved of all work duties, the meal periods must be considered as hours worked and the employee paid for the meal break.

Effective January 1, 2026, and in accordance with Minnesota law, all employees working four (4) or more consecutive hours are entitled to receive a rest break of at least fifteen (15) minutes or enough time to utilize the nearest convenient restroom, whichever is longer. Rest breaks count as "time worked" and employees will be paid for the rest breaks.

## USERRA RIGHTS

### Reemployment Rights

You have the right to be reemployed at North Shore Subs if you leave your job to perform service in the uniformed service and:

- you ensure that North Shore Subs receives advance written or verbal notice of your service;
- the cumulative length of your absence and all previous absences from North Shore Subs due to uniformed service does not exceed five (5) years, excluding types of service that are not included in the five-year period;
- you return to work or apply for reemployment in a timely manner after conclusion of service; and
- you have not been separated from service with a disqualifying discharge or under other than honorable conditions.

If you are eligible to be reemployed, you will be restored to the job and benefits you would have attained if you had not been absent due to military service or, in some cases, a comparable job.

Nothing in this policy requires the Company to reemploy individuals who are not eligible for reemployment rights under applicable law.

### Right to be free from Discrimination and Retaliation

If you:

- are a past or present member of the uniformed service;
- have applied for membership in the uniformed service; or
- are obligated to serve in the uniformed service;

then North Shore Subs will not deny you:

- initial employment;
- reemployment;
- retention in employment;
- promotion; or
- any benefit of employment because of this status.

In addition, North Shore Subs will not retaliate against anyone assisting in the enforcement of USERRA rights, including testifying or making a statement in connection with a proceeding under USERRA, even if that person has no service connection.

## Health Insurance Protection

If you leave your job to perform military service, you have the right to elect to continue your existing North Shore Subs' health plan coverage for you and your dependents for up to 24 months while you are in the military.

Even if you don't elect to continue coverage during your military service, you have the right to be reinstated in North Shore Subs' health plan when you are reemployed, generally without any waiting periods or exclusions (e.g., pre-existing condition exclusions) except for service-connected illnesses or injuries.

## Enforcement

The U.S. Department of Labor, Veterans Employment and Training Service (VETS) is authorized to investigate and resolve complaints of USERRA violations.

For assistance in filing a complaint, or for any other information on USERRA, contact VETS at 1-866-4-USA-DOL or visit its website at <http://www.dol.gov/vets>. An interactive online USERRA Advisor can be viewed at <http://www.dol.gov/elaws/userra.htm>.

If you file a complaint with VETS and VETS is unable to resolve it, you may request that your case be referred to the Department of Justice or the Office of Special Counsel, as applicable, for representation.

You may also bypass the VETS process and bring a civil action against an employer for violations of USERRA.

The rights listed here may vary depending on the circumstances.

## EARNED SICK AND SAFE TIME (“ESST”)

North Shore Subs, LLC provides ALL part time employees, regardless of state of employment, to participate in the Employee Safe and Sick Time (ESST) Program. This policy will follow the requirements in Minnesota law. Currently, this means for every 30 hours worked, 1 hour of ESST will be accrued (capped at an accrual of 48 hours each calendar year. Up to 80 hours of accrued ESST may be carried over to the next year; however, at no time may an employee exceed eighty 80 hours of accrued but unused ESST.

Employees are eligible to accrue ESST if they work at least eighty (80) hours in a year and are not an independent contractor. Temporary and part-time employees are also eligible for ESST.

**Eligible Uses of Accrued ESST.** Employees are allowed to use accrued ESST for the following purposes:

- The employee’s:
  - i. mental or physical illness, injury, or other health condition;
  - ii. need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition;
  - iii. need for preventive medical or health care; or
  - iv. need to make arrangements for or attend funeral services or a memorial, or address financial or legal matters that arise after the death of a family member.
- Care of a Family Member:
  - i. mental or physical illness, injury or other health conditions;
  - ii. who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or other health condition; or
  - iii. who needs preventive medical or health care.
- Absence due to domestic abuse, sexual assault, or stalking of the employee or a Family Member, provided the absence is to:
  - i. seek medical attention for physical or psychological injuries or disabilities caused by domestic abuse, sexual assault, or stalking;
  - ii. obtain services from a victim services organization;
  - iii. obtain psychological or other counseling;

- iv. seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault, or stalking; or
  - v. seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking;
- Closure of the employee's workplace due to weather of public emergency or closure of a Family Member's school or care facility due to weather or public emergency;
  - When determined by a health authority or health care professional that the employee or a Family Member is at risk of infecting others with a communicable disease; or

**Definition of "Family Member:** For purposes of ESST, "Family Member" is defined as the Employee's:

- The Employee's child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent);
- The Employee's spouse or registered domestic partner;
- The Employee's sibling, stepsibling, or foster sibling;
- The Employee's biological, adoptive, or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child;
- The Employee's grandchild, foster grandchild, or step-grandchild;
- The Employee's grandparent or step-grandparent;
- A child of a sibling of the Employee;
- A sibling of the parents of the Employee;
- A child-in-law or sibling-in-law;
- Any of the Family Members above of an Employee's spouse or registered domestic partner;
- Any other individual related by blood or whose close association with the Employee is the equivalent of a family relationship; and
- Up to one other individual designated annually by the Employee.

Updated 01/01/2026

Accrued ESST will be provided to employees on their pay stub or electronically, or on a Company computer each pay period.

#### Notice to the Company to Use Accrued ESST.

When an Employee's use of ESST is foreseeable, the Employee must provide the Company with advance written notice of at least seven (7) calendar days. If the use is not foreseeable, the notice must be provided as soon as reasonably available. "As soon as reasonably available" normally means within one day or twenty-four (24) hours of learning of the need to use ESST.

Usage of accrued ESST time should be requested by emailing [Jonas@northshoresubs.com](mailto:Jonas@northshoresubs.com).

#### Documentation of Use of ESST for Eligible Purposes

When an Employee uses ESST for more than two (2) consecutive scheduled workdays, Employees must provide documentation that the ESST was used for an Eligible Purpose (as listed above). Documentation may include the statement of a health care professional or the Employee's own statement if documentation cannot be obtained from a health care professional in a reasonable period of time or without added expense.

In other situations, court records or other reasonable documentation may be provided. For further information, please see Minn. Stat. § 181.9447, subd. 3 (2025).

#### Retaliation Prohibited

North Shore Subs will not retaliate or discriminate against any employee because they request ESST, use ESST, request a statement of accrued ESST, inform a person of their rights regarding ESST, make a complaint or file an action to enforce rights to ESST, or participate in an investigation, proceeding or hearing regarding ESST. The Company will not count ESST as an absence under any attendance point system. North Shore Subs will maintain the confidentiality of employee and family members information regarding health and medical treatment; domestic abuse, sexual assault or stalking; the request for ESST; and any statement from the employee about the need for leave. Any medical records provided by an employee will be maintained confidentially and separate and apart from the Employee's personnel files.

Upon request, North Shore Subs will provide ESST information in the employee's primary language.

Employees have the right to file a complaint or bring a civil action if ESST is denied by the employer or the employee is retaliated against for requesting or using ESST.

More information on the Minnesota policy can be found at: <https://www.dli.mn.gov/sick-leave> or at Minn. Stat. 181.9445 through 181.9448 (2025)

## VACATION/PAID TIME OFF (“PTO”) POLICY

North Shore Subs recognizes the importance of employees having the opportunity to rest, rejuvenate, and attend to non-work related matters. Vacation/PTO is a benefit that North Shore Subs chooses to offer to full time managers while employed with the Company. All full time managers are eligible for paid time off benefits based on position requirements. (See below for eligibility). However, North Shore Subs must maintain adequate staffing at all times. Therefore, vacations/PTO must be scheduled in advance and with prior approval from your supervisor.

Where conflicts develop, they will be resolved fairly, but as deemed appropriate by management. All other factors being equal, preference will generally be given to the employee who makes the earliest request.

### Minimum Vacation/PTO time increments

Vacation/PTO may be taken by eligible employees, with prior approval from your direct supervisor, at times that best meet the requirements of the company. Employees must take paid time off in full day increments. It is each supervisor’s responsibility to monitor such absences and to ensure that they do not become excessive.

### Notice of absence

All vacations/PTO, and ESST must be scheduled and approved in advance, when possible. Any vacation/PTO hours that have not been entered and approved in Paylocity prior to the end of the pay period will not be paid out. No Exceptions. It is the responsibility of the employee to verify the hours requested are correct and in line with your approved store schedule. In the event of an unforeseen illness or injury, PTO or ESST time may be used. However, it is the responsibility of the employee to notify their supervisor as soon as practicable, and where possible, find coverage for their shift(s). In the event of an emergency, the employee must notify their supervisor as soon as possible. If the employee is requesting vacation/PTO or ESST for a purpose covered by the FMLA Policy, the employee should make sure that this purpose is made clear to management and Human Resources.

### Termination of employment

All unused vacation/paid time off, and ESST will be forfeited upon termination, resignation or demotion (both voluntary and involuntary). North Shore Subs will not pay employees for any accrued but unused vacation/paid time off, or ESST.

### Eligibility

All PTO will be front-loaded on January 1<sup>st</sup> of each year.

|                                     |   |
|-------------------------------------|---|
| Area Managers/Operators (Certified) | 20 PTO days   |
| General Managers (Certified)        | 15 PTO days   |
| General Managers (Uncertified)      | 10 PTO days   |
| Certified Person-in-Charge          | 5 PTO days (eligible 6 months after JJ’s Certification)<br>5 additional PTO days earned for every year up to 10 days. |
| Office/Support                      | Per employment agreement with manager   |

All vacation/PTO must be taken during the calendar year it is awarded. No carryover of vacation/PTO will be allowed.

## Bereavement Leave

All full time employees are entitled to bereavement leave. Three (3) days off with pay will be granted in the case of a death of an immediate family member. Immediate family is defined as spouse, child, father, mother, brother, sister, mother-in-law, and father-in-law.

One (1) day off with pay will be granted in the event of the death of a brother-in-law, sister-in-law, uncle, aunt, cousin or grandparent of the employee.

These days off will not be deducted from the employee's personal time off. Wages for these days off will be calculated using your normal scheduled work day. Funeral pay will not be counted as time worked for overtime calculation. Funeral leave will not include unscheduled workdays.

Employees must notify their supervisor as soon as the need for funeral leave is known and may be requested to provide verification.

In addition, please see the ESST policy for use of accrued ESST for the need to make arrangements for or attend funeral services or a memorial, or address financial or legal matters that arise after the death of a family member.

### Jury Duty

Jury Duty is recognized as a civic responsibility and employees are encouraged to fulfill this obligation. All in-shop and delivery driver employees will be granted time off without pay to serve on a jury or as a witness when subpoenaed. All full-time managers including Person-In-Charge, General Managers and Area Managers will be granted time off with pay for the first five days and unpaid time off for any additional days when subpoenaed. North Shore Subs may request a copy of such official notice before leave is granted. If jury duty or court appearance does not require a full workday, the employee is expected to return to work. If you are eligible for paid jury duty, you will be paid at your regular base rate for the number of hours you would normally have worked that day.

### Voting Leave

North Shore Subs encourages all employees to exercise their right to vote.

#### Minnesota Employees

Minnesota employees eligible to vote in an election are allowed reasonable, paid time off to vote. The time when you can go to vote will be at the discretion of your manager or supervisor, consistent with applicable legal requirements. Generally, employees are able to find time to vote either before or after work.

#### Wisconsin Employees

If you are unable to vote during your non-working hours, the Company will provide you with up to three consecutive hours of unpaid leave to vote. You must provide written notice of your need for leave prior to Election Day. The time when you can go to vote will be at the discretion of your manager or supervisor, consistent with applicable legal requirements.

## MINNESOTA PAID FAMILY MEDICAL LEAVE

### Summary of MN PFML

Effective January 1, 2026, all North Shore Subs, LLC employees who reside in Minnesota and have done **some** work in Minnesota or who reside in a state other than Minnesota but the majority of their work for the Company has been done in Minnesota, and, in either case, who have also earned \$3,900 in the past twelve months, will be eligible for Minnesota Paid Family and Medical Leave (MN PFML) for Qualifying Reasons or Events.

MN PFML is generally available for the inability to perform regular work or perform regular daily activities of seven (7) continuous days or more for a Qualified Family or Medical Reasons. Bonding leave has no seven (7) day limit.

Eligible Employees will have 0.44% of their wages withheld and paid to the State of Minnesota and the Company will pay an amount equal to 0.44% of Eligible Employee's wages to the State of Minnesota to fund the MN PFML program for Eligible Employees.

Eligible Employees must notify the Company when they become aware of the need to take MN PFML.

MN PFML will be paid by the State of Minnesota, not the Company. Applications must be made to the State through their online portal at [https://paidleave.mn.gov/users/sign\\_in](https://paidleave.mn.gov/users/sign_in) or by phone (651.556.7777 or 844.556.0444) **after** the Eligible Employee informs the Company of the need for PFML.

MN PFML will pay between 55 and 90% of an Employee's average weekly wage for a Qualifying Reason.

An Employee who chooses to take MN PFML may NOT supplement MN PFML with any other paid leave benefits from the Company.

An Employee can also choose to not take MN PFML benefits and instead take other available Company paid leave benefits. However, if an employee chooses not to take PFML, they may not have protected leave from work unless they take another form of protected leave.

Paid Family Leave ("PFL") can last up to twelve (12) weeks, and Paid Medical Leave ("PML") can last up to twelve (12) weeks; however, the combined maximum in any Benefit Year is twenty (20) weeks, not twenty-four (24).

### Qualifying Reasons for PFML

PFML is available for Qualified Reasons or Absences from work or the inability to work that last for at least seven (7) continuous calendar days, except for bonding leave, which has no

such calendar day requirement. The two Qualifying Reasons are Medical Leave and Family Leave

#### Medical Leave

- To care for an employee's own Serious Health Conditions, including those related to pregnancy, childbirth, and recovery.

#### Family Leave

- *Bonding Leave* – to care for and bond with a child welcomed through birth, adoption, or foster care,
- *Caring Leave* -to care for a Family Member with a serious health condition,
- *Military Family Leave* – to support a Family Member called to active duty, and
- *Safety Leave* – to respond to issues related to domestic violence, sexual assault, or stalking for yourself or a family member

#### Required Notice to the Company of the Need for Leave

For Minnesota Paid Family and Medical Leave (PFML), Employees must give the Company 30 days' written notice for foreseeable leave, or as soon as practicable for unexpected situations. "*As soon as practicable*" typically means the same day or the next business day once an Employee knows they need the leave. Employees will need to inform the Company of the need for leave first, then apply through the state's online portal, providing necessary details about their job and the reason for leave.

#### For predictable leave

*Provide at least 30 days' notice:* If an Employee knows when their leave will start, they must give the Company advance written notice at least 30 days beforehand.

*Initial conversation:* Employees should first notify the Company of their intention to take leave by following the time and attendance processes. This conversation can also include discussing other benefits they might be eligible for and how they plan to use the leave.

#### For unforeseeable leave

*Give notice as soon as practicable:* If an Employee becomes aware of a need for leave less than 30 days in advance, give notice as soon as the Employee can—usually the same day or the next business day.

*Explain if needed:* If requested by the Company, the Employee must explain why it was not possible to give 30 days' notice.

#### For intermittent leave

*Provide a schedule:* If an Employee's leave is intermittent, the Employee must provide the Company with a schedule of your needed days off as soon as they can.

*Make a reasonable effort to schedule:* Employees should make a reasonable effort to schedule leave, so it does not unduly disrupt the Company's operations.

#### Maximum Amount of PFML in a Benefit Year

A "Benefit Year" starts with the first day on which an employee receives MN PFML benefits.<sup>1</sup> In a Benefit Year, an Employee may receive 12 weeks of Medical Leave and 12 weeks of Family Leave; however, the total combined Medical and Family Leave cannot exceed 20 weeks in a Benefit Year.

Approved leave may be in the form of continuous leave or Intermittent Leave.

#### Hourly Leave Allotment per Week

The hourly leave allotment available from the State is equal to the total number of hours in the Covered Employee's Typical Workweek,

#### Intermittent Leave

Covered Employees may take Intermittent PFML in increments of either one workday or shorter periods if consistent with the increments the Company typically uses to measure employee leave, except that Benefits are not payable until the Covered Employee accumulates at least one workday of Medical Leave or Family Care Leave Benefits.

Once accumulated, the Intermittent Leave Benefit amount will be prorated based on the portion of work missed for the week.

#### Definition of Serious Health Condition

- (a) "*Serious health condition*" means a physical or mental illness, injury, impairment, condition, or substance use disorder that involves:
  - (1) inpatient care in a hospital, hospice, or residential medical care facility, including any period of incapacity; or
  - (2) continuing treatment or supervision by a health care provider which includes any one or more of the following:
    - (i) a period of incapacity of seven or more days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
      - (A) treatment two or more times, within 30 days of the first day of incapacity, unless extenuating circumstances beyond the individual's

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<sup>1</sup> See Minn. Stat. § 268B.01, subd. 8 for the complete statutory definitions of Benefit Year.

control prevent a follow-up visit from occurring as planned, by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider; or

(B) treatment by a health care provider on at least one occasion that results in a regimen of continuing treatment under the supervision of the health care provider;

(ii) a period of incapacity due to medical care related to pregnancy;

(iii) a period of incapacity or treatment for a chronic health condition that:

(A) requires periodic visits, defined as at least twice a year, for treatment by a health care provider or under orders of, or on referral by, a health care provider;

(B) continues over an extended period of time, including recurring episodes of a single underlying condition; and

(C) may cause episodic rather than continuing periods of incapacity;

(iv) a period of incapacity which is permanent or long term due to a condition for which treatment may not be effective. The Employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider; or

(v) a period of absence to receive multiple treatments, including any period of recovery from the treatments, by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, for:

(A) restorative surgery after an accident or other injury; or

(B) a condition that would likely result in a period of incapacity of more than seven full calendar days in the absence of medical intervention or treatment.

(b) For the purposes of paragraph (a), clauses (1) and (2) above treatment by a health care provider means an in-person visit or telemedicine visit with a health care provider, or by a provider of health care services under orders of, or on referral by, a health care provider.

- (c) For the purposes of paragraph (a), treatment includes but is not limited to examinations to determine if a serious health condition exists and evaluations of the condition.
- (d) Absences attributable to incapacity under paragraph (a), clause (2), item (ii) or (iii), qualify for leave under this chapter even if the Employee or the family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than seven consecutive, full calendar days.

#### Definition of "Family Member"

(a) For purposes of this policy, a "Family Member" means the following:

- (1) a spouse or domestic partner;
- (2) a child, including a biological child, adopted child, foster child, stepchild, child of a domestic partner, or child to whom the Employee stands in loco parentis, is a legal guardian, or is a de facto custodian;
- (3) a parent or legal guardian of the Employee;
- (4) a sibling;
- (5) a grandchild;
- (6) a grandparent or spouse's grandparent;
- (7) a son-in-law or daughter-in-law; and
- (8) An individual who has a personal relationship with the Employee that creates an expectation and reliance that the Employee's care for the individual without compensation, whether or not the Employee and the individual reside together.

(b) "Grandchild" means a child of the Employee's child.

(c) "Grandparent" means a parent of the Employee's parent.

(d) "Parent" means the biological, adoptive, de facto custodian, or foster parent, stepparent, or legal guardian of an Employee or the Employee's spouse, or an individual who stood in loco parentis to an Employee when the Employee was a child.

#### Employment Protections

- **Job Protections** – In general, Employees taking PFML will be restored to their job or an equivalent position when returning to work. Job protections take place 90 days after an employee's date of hire.

- *Health Insurance Continuation- The Company will continue to fund its share of your health care and any group insurance premiums while an employee is on PFML. Employees must continue to pay their own share of the health care and group insurance premiums. As employees receiving PFML receive payment from the State, not the Company, employees need to make arrangements with the Company to separately fund their contributions toward their share of the premiums as the Employee will not receive wages from the Company during PFML.*
- *No Retaliation or Interference – The Company will not interfere with or retaliate against you if you apply for or receive PFML benefits. The Company will not take your PFML benefits.*

### Weekly Benefit Calculation Amount

All PFML payments will be made by the State, not the Company.

A PFML benefit calculator is located at: <https://mn.gov/deed/paidleave/employees/leave-time/>.

The following information is general information to inform Employees of the likely amount of their payment

Benefits are paid according to the Statute and Regulations. Benefits will be calculated using the Wages the Employee earned from the Company during the Base Period.

On October of 2025 the Statewide Average Weekly Wage was \$1,423. The following examples are based on the October 1, 2025, Average Weekly Wage. In the future the then-current Statewide Average Weekly Wage should be used instead of the following:

- The portion of a Covered Employee's Average Weekly Wage that is equal to or less than 50% of the State Average Weekly Wage (or \$711.50) is paid at a rate of 90%, and
- the portion of a Covered Employee's Average Weekly Wage that is more than 50% of the State Average Weekly Wage of \$711.50 is paid at a rate of 66%, and
- the portion of a Covered Employee's Average Weekly Wage that is more than 100% of the Statewide Average Weekly Wage of \$1,423 is paid at a rate of 55%.

In no event will a Covered Employee's Weekly Benefit Amount be more than the amount stated in the Statute and Regulations or exceed 100% of the Employee's average weekly wage.

### Supplementation of PFML with Other Employer Paid Leave

Employees may NOT supplement their PFML benefits with other Company paid leave benefits such as personal leave, PTO, or ESST to bring their combined PFML plus paid

leave benefit up to 100% of their Average Weekly Wage. If they choose to take MN PFML they may not take other paid benefits for the same reason for the PFML.

#### Substitution of Employer Paid Leave for PFML

The Company does not require a Covered Individual to use any sick or other accrued paid leave or paid time off prior to initiating a claim for PFML with the State or while they are eligible for or receiving PFML benefits. If a Covered Employee chooses to use any sick or other accrued paid leave or paid time off available from the Company, the Medical Leave or Family Care Leave they will not be eligible for MN PFML. In no event may the Eligible Employee receive more than 100% of their Average Weekly Wage in MN PFML benefits.

#### Other Income Sources

For any week in which a Covered Employee is on Medical Leave or Family Care Leave, the Covered Employee's Weekly Benefit Amount will be reduced by the amount of wage replacement that the Covered Employee receives, for the same week, from:

- temporary indemnity benefits under the Minnesota Worker's Compensation Act;
- unemployment benefits under Minnesota's unemployment law; or
- other state or federal benefits for temporary or permanent disability benefit laws.

#### Exclusions

No PFML Benefits will be paid in any week the Covered Employee is also receiving, has received, or will receive separation pay, severance, seasonal employee pay, or bonus payments.

PFML Benefits will not be paid during any time the Covered Employee is incarcerated or imprisoned.

PFML Benefits may not be payable while the Covered Employee is receiving Social Security Disability Benefits as further defined in the Statute and Regulations.

#### When Paid Leave Benefits End

Benefits will be paid during a period of Medical Leave and/or Family Care Leave until the earlier of the day:

- the Eligible Employee dies;
- the Eligible Employee is no longer eligible to receive MN PFML benefits under the Statute and Regulations;
- the Eligible Employee no longer has a Serious Health Condition;

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- the Eligible Employee no longer has a need for Family Care Leave;
- the MN PFML Benefit period ends; or
- the date the Eligible Employee fails to provide qualifying certification as continued proof of leave.

#### [Additional Information](#)

For any questions not answered by this policy, please see Minnesota Statutes, Chapter 268B and the associated Minnesota Rules, Chapter 3317, Paid Leave.

## UNPAID LEAVE

### FAMILY AND MEDICAL LEAVE

#### A. Policy Statement

1. Employees who have been employed for at least 12 consecutive months immediately preceding the request for FMLA leave and worked the equivalent of at least 1,250 hours during the preceding 12 months, may take up to:
  - (a) 12 weeks of unpaid leave in each 12 month period for any of the following reasons:
    - the birth or adoption of a child;
    - placement of a child for foster care;
    - their own serious health condition;
    - or to care for a family member (spouse, parent, parent-in-law, or child) with a serious health condition.
    - because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, parent or parent-in-law is on covered active duty in the Armed Forces, including the National Guard and the Reserves, or has been notified of an impending call or order to covered active duty in the Armed Forces, including the National Guard and the Reserves. Please see Human Resources for the specific activities and events which constitute a "qualifying exigency" and "covered active duty."
  - (b) 26 weeks of unpaid leave in each 12 month period to care for a covered service member, including covered veterans, with a serious injury or illness if the employee is the spouse, son, daughter, parent, parent-in-law or next of kin of the service member. "Next of kin" means the nearest blood relative other than the spouse, parent, son or daughter, in the follow order of priority: blood relatives who have been granted legal custody of the covered service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA.
2. An employee returning from fulfilling his or her military obligation shall be credited with the hours of service that would have been performed but for the period of military service in determining whether the employee worked the required equivalent of 1,250 hours of service.

3. When both a husband and wife are employed by the Company and are eligible for FMLA leave, the two employees are limited to a total of 12 weeks of leave if leave is taken for the birth or adoption of a child, placement of a child for foster care, or to care for the employee's parent.
4. For purposes of calculation, the 12-month period is a "rolling" 12-month period measured backward from the first day of the FMLA leave. In some circumstances, as required by state law, additional six-week parental leaves can be taken within the one-year period if warranted by the birth or adoption of a child.
5. If intermittent leave is requested in connection with the employee's serious health condition, the certification from a health care provider is required to document the need for intermittent leave.
6. Leave in conjunction with the birth, adoption or placement for foster care of a child must be taken within one year of the birth, adoption or foster care placement.

**B.** Notice to the Company

If you know in advance that you will need FMLA leave, 30 days written notice is required whenever possible. Supervisors are to forward this written request to the Human Resources Office. Otherwise, an employee must provide written notice as soon as practicable. Although verbal notice is sufficient in cases of medical emergency, the employee must submit written notice to the Human Resources Office setting forth the reasons for the requested leave and the anticipated duration of the leave.

**C.** Certification

1. In the event an absence of more than 5 consecutive full days is required to care for your covered family member with a serious health condition, or due to your own serious health condition that makes you unable to perform your job, you are required to submit medical certification from a health care provider on a form furnished by the Human Resources Office.
2. In the event your leave is for a qualifying exigency in connection with a covered military member, you must submit a certification that provides the information requested in the form furnished by Human Resources. This form must be accompanied by documents which support the request for the leave, such as a copy of the covered military member's active duty orders or other documentation issued by the military which indicates that the covered military member is on active duty or call to active duty status in support of a contingency operation, and the dates of the covered military member's active duty service. A qualifying exigency could include:
  - (a) Short-notice deployment (seven or less calendar days prior to the date of deployment).

- (b) Military events and related activities.
  - (c) Childcare and school activities.
  - (d) Financial and legal arrangements.
  - (e) Counseling.
  - (f) Rest and recuperation.
  - (g) Post-deployment activities.
  - (h) Arranging for alternative care.
  - (i) Attending meetings with staff at a care facility.
3. If the leave is taken to care for a covered service member with a serious injury or illness, the Company requires the employee to obtain certification completed by an authorized health care provider of the covered service member. The certification must be on a form furnished by Human Resources.
  4. The Company can contact the employee's health care provider for purposes of clarification and authentication after the Company has given the employee an opportunity to cure any deficiencies in the certification. An official from Human Resources, not the employee's supervisor, will contact the health care provider. If an employee chooses not to provide the Company with authorization allowing the Company to clarify the certification with the health care provider, and does not otherwise clarify the certification, the Company can deny the taking of the FMLA leave if the certification is unclear. It is the employee's responsibility to provide the Company with a complete and sufficient certification and to clarify the certification if necessary.
  5. When leave is foreseeable and 30 days' notice has been provided, you must provide certification before leave begins. Otherwise, the certification must be submitted within 15 calendar days after receipt of written notice that certification is required. Forms for this certification are available in the Human Resources Office. Completed forms should be sent to the Human Resources Office. Leave may be denied in the event of a failure or refusal to satisfactorily complete this form.
  6. Employees will be required use available paid vacation and PTO during an FMLA absence. This means the employee will receive paid leave and the leave will also be considered protected FMLA leave and counted against the employee's FMLA leave entitlement.
  7. When the leave involves your serious health condition, a second or third opinion from a designated physician may be required at the Company's expense. Recertification of your condition may be required every 30 days or if the circumstances in the previous

certification have changed, there is doubt as to the status reason for the leave, or the employee requests an extension of leave. If leave was taken as a result of your personal serious health condition, you must also provide certification from the healthcare provider stating that you are fit to resume your job; any restrictions you may have must be included in the certification.

## PARENTING AND PREGNANCY LEAVE

### Parenting and Pregnancy Leave Policy

Pursuant to Minnesota law, eligible employees are able to take up to twelve (12) weeks of unpaid leave in the following circumstances:

- (1) Upon the birth or adoption of a child; or
- (2) A female employee for prenatal care, or incapacity due to pregnancy, childbirth or related health conditions.

Employees must give the Company reasonable notice of the date the leave will commence and the estimated duration of the leave. For leave taken in connection with the birth or adoption of a child, the leave must begin within twelve (12) months of the birth or adoption, except that, in the case where the child must remain in the hospital longer than the mother, the leave must begin within twelve (12) months after the child leaves the hospital. The Company will continue to make coverage available to the employee while on leave of absence under the Company's group health plan at the employee's expense.

If an employee is on an FMLA leave for pregnancy or pregnancy-related health condition, the FMLA leave and the Parenting and Pregnancy leave will run concurrently.

### School Conferences and Activities Leave

In accordance with Minnesota law, North Shore Subs will grant an employee unpaid leave of up to a total of sixteen (16) hours during any twelve (12)-month period to attend school conferences or school-related activities related to the employee's child, provided the conferences or school-related activities cannot be scheduled during non-work hours. If the employee's child receives child care services, or attends a prekindergarten regular or special education program, the employee may use the leave time provided in this section to attend a conference or activity related to the employee's child, or to observe and monitor the services or program, provided the conference, activity, or observation cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of North Shore Subs.

### Military Leave

Please refer to the USERRA policy in this Handbook.

### Crime Victim and Witness Leave

In accordance with Minnesota law, North Shore Subs will allow a victim or witness, who is subpoenaed or requested by the prosecutor to attend court for the purpose of giving testimony, reasonable time off from work to attend criminal proceedings related to the victim's case.

North Shore Subs will also allow a victim of a violent crime, as well as the victim's spouse or immediate family members, reasonable time off from work to attend criminal proceedings related to the victim's case.

### Leave to Attend Major Party Conventions and Committees

In accordance with Minnesota law, if an employee gives at least ten days' written notice to North Shore Subs, the employee may be absent from work to attend any meeting of the state central committee or executive committee of a major political party if the employee is a member of the committee, or may attend any convention of major political party delegates including meetings of official convention committees if the employee is a delegate or alternate delegate to that convention. An employee who gives proper notice shall suffer no penalty or deduction from salary or wages on account of absence other than a deduction in salary or wages for the actual time of absence from employment.

## EMPLOYEE BENEFITS

All full-time North Shore Subs employees are currently eligible for health, dental and disability benefits on the first of the month after the employee completes 60 days of continuous full-time employment.

All active employees who work 30 hours or more per week are eligible for benefits, starting the 1st of the month following 60 days of employment.

### Workers' Compensation Benefits

The company is covered under statutory state Workers' Compensation Laws. In the event that an employee sustains a work-related injury, he or she must report it to his or her supervisor immediately. The supervisor will notify Human Resources and obtain an employee accident report.

Eligibility for workers' compensation benefits will initially be made by the Company's workers' compensation insurer, not the Company. In contested cases, there is a separate court system for workers' compensation cases where decisions are made by workers' compensation judges, which are subject to further review under the applicable laws of either Minnesota or Wisconsin.

North Shore Subs will seek to return disabled employees covered by workers compensation to work as quickly as possible, in cooperation with the employee's physician or healthcare provider. A temporary job may be provided for the employee that is within their physical capabilities, consistent with company needs. Efforts will be made to return the employee to their previous job, whenever possible.

## DRESS CODE

Our employees represent the Jimmy John's image to every customer they serve. Because of this and the necessity to maintain consistency chain-wide, their attire must always be neat, clean, and in good condition (no holes, rips, frays, or stains) with adherence to rules below. Anything that is not expressly stated in this dress code may not be worn. If a manager believes an employee looks sloppy they should be sent home at the manager's discretion to correct the problem.

### Hygiene

**General** – You must be clean and odor-free at the beginning of the shift. You may not smoke (including electronic cigarettes or pipes), use tobacco, cannabis, or consume alcohol (or smell like smoke, tobacco, marijuana, or alcohol) during your shift. No heavy or glitter makeup, heavy cologne or perfume is allowed. You may not chew gum during your shift.

**Hair** – Must be clean and free of odor. Hairstyles must be well maintained and present a neat appearance. Hair that hangs below the bottom of the shirt collar must be worn in a ponytail or put into your hat. Coloring of hair limited to natural hair colors only (no purple, green, etc).

**Facial Hair** – Must be clean-shaven at the beginning of the shift. Beards and mustaches must be neatly trimmed. If you have a beard you must shave below your jaw line to create a clean distinctive line and shave a portion of your cheek to create a clean distinctive line. Facial hair longer than ½" must be covered with a beard net.

**Hands** – Hands must be washed and thoroughly dried before starting to work with food. Hands must be washed between tasks and if work is interrupted. North Shore Subs requires gloves. You must wear them and change them often. Employees wearing fingernail polish or artificial nails must wear intact gloves while working with food. Fingernail length cannot exceed ¼".

## CLOTHING

**Shirt** – All employees must wear an approved Jimmy John’s shirt. Managers must wear an approved Jimmy John’s polo or collared shirt with a plain black, white or an approved Jimmy John’s t-shirt underneath.

**Under Shirt** – Short sleeve undershirts are required to be worn, but can’t extend beyond the sleeves of approved Jimmy John’s shirt. Long sleeve compression shirts may be worn under an approved Jimmy John’s shirt. Any undershirts may not extend beyond the bottom of approved Jimmy John’s shirt

**Hat** – All employees must wear an approved Jimmy John’s baseball hat or visor. Hats and visors must be worn with the bill facing forward and fit securely on head.

**Pants/Shorts** – Employees must wear pants or shorts made of a blue or black denim or khaki (khaki colored) material. Shorts must be at least mid-thigh. A reasonable amount of embroidery and embellishments is permitted. Belts must be worn by all employees. Pants and shorts must be worn at waist height.

**Apron** –All managers, in-shop and delivery drivers (while working in-shop) must wear a white, cloth apron worn full around the neck.

## FOOTWEAR

Shoes must be closed-toe, closed (full) heel, rubber-soled shoes and worn with socks.

## JEWELRY

Small or medium size earrings, ear gauges, and one small nose stud or ring are allowed. No other visible piercings are allowed, including septums, dermals, or tongue rings. Necklaces must be tucked into shirt. Jewelry cannot be profane, obscene, or offensive.

**TATTOOS** – Visible tatoos are permitted, except on the skull, face or throat. Customers should focus on you, not your tattoos. Tattoos cannot be profane, obscene, or offensive.

## INCLEMENT WEATHER WEAR

Drivers/Employees may wear jackets, boots, stocking hats, face covers, scarves and rain gear as needed to keep employees warm and dry when outside the store. Employees cannot wear hooded sweatshirts or have a hood of any type at any time.

Drive thru employees may wear approved Jimmy John’s branded jackets.

**NOTE:** Changes in the dress code and the design of Jimmy John’s shirts and hats may take place from time to time. A written notice will be sent to all franchisees as this occurs. All stores must comply with the current and any future specifications. The Company will consider requests or exceptions based on legally protected religious observances, as reasonable accommodation to an employee’s disability, or as otherwise required by law.

## NON-FRATERNIZATION POLICY

North Shore Subs strongly supports that the most effective way of conducting business is in an environment where employees maintain clear boundaries between the personal and business interactions of employees. While a policy cannot prevent the development of friendships or romantic relationships between coworkers, this policy will serve to establish reasonable boundaries within which relationships may progress within the work environment. The provisions of this policy apply regardless of gender expression or sexual orientation of the parties involved. Concerns regarding this policy may be directed to the Human Resources Department.

### Workplace Etiquette

During working time and in working areas employees are expected to keep personal exchanges limited so that others are not distracted or offended by such exchanges and so that productivity is maintained.

During non-working time and before and after work periods, employees are not precluded from having appropriate personal conversations in non-working areas as long as their conversations and behaviors could in no way be perceived as offensive or uncomfortable to a reasonable person.

While anywhere on company premises, whether during working hours or not, employees are strictly prohibited from engaging in physical contact that would in any way be deemed inappropriate by a reasonable person.

Employee conduct while off-duty is generally regarded as private, as long as such conduct does not create problems within the workplace. Supervisors are prohibited from having a romantic and/or sexual relationship with a subordinate.

### Influential Roles

Due to their status as role models, access to sensitive information, or ability to influence others, individuals in supervisory relationships or other influential roles are subject to more stringent requirements under this policy.

Supervisors, Managers, Executives or anyone else in sensitive or influential positions must disclose the existence of any relationship with another coworker that has progressed beyond a platonic friendship. Disclosure must be made to the Human Resources Department. This disclosure will enable the organization to determine whether any conflict of interest exists among the relative positions of the individuals involved.

Where problems or potential risks are identified, the organization is committed to working with the parties involved to consider options for resolving the problem. Solutions may include, but are not limited to:

- Rearranging work scheduling to ensure that the parties involved no longer work the same shift and/or in the same store, and are not placed in a position where one is able to influence the other or take action from the other.
- Transfer one or both employees to other positions. Matters such as hiring, firing, promotions, performance management, compensation decisions, financial transactions, etc. are examples of

situations that may require reallocation of duties to avoid any actual or perceived reward or disadvantage.

### Impacts

Employees who allow personal relationships with coworkers to impact the working environment will be subject to discipline, up to and including termination.

Failure to change behavior and maintain appropriate business etiquette and workplace productivity is viewed as a serious disciplinary matter and could result in termination.

Continued failure to work with North Shore Subs to resolve such a situation in a mutually agreeable fashion may ultimately be deemed insubordination and therefore serve as cause for immediate termination.

Refusal of reasonable alternative schedules or positions, if available, will be deemed a voluntary resignation.

## COMPUTER, EMAIL, AND INTERNET USAGE POLICY

### Introduction

North Shore Subs recognizes that use of the Internet has many benefits for North Shore Subs and its employees. The Internet and e-mail can make communication more efficient and effective. Therefore, employees are encouraged to use the Internet appropriately. Unacceptable usage of the Internet can place North Shore Subs and others at risk. This policy discusses acceptable usage of the Internet and e-mail.

### Guidelines

The following guidelines have been established for using the Internet and e-mail in an appropriate, ethical and professional manner.

1. Employees are prohibited from using North Shore Subs property for storing personal pictures, audio files, documents or other electronic materials. North Shore Subs property cannot be used for any personal gain such as ecommerce or any such activity.
2. North Shore Subs Internet and e-mail access may not be used for transmitting, retrieving or storing of any communications of a defamatory, discriminatory or harassing nature or pornographic. No messages with derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes or sexual preference shall be transmitted. Harassment of any kind is prohibited.
3. Disparaging, abusive, profane, or offensive language; materials that might adversely or negatively reflect upon North Shore Subs or be contrary to North Shore Subs' best interests; and any illegal activities—including piracy, cracking, extortion, blackmail, copyright infringement, and unauthorized access to any computers on the Internet or e-mail—are forbidden.
4. Do not use the system in a way that disrupts its use by others. This includes excessive usage, sending or receiving many large files and "spamming" (sending e-mail messages to thousands of users.)
5. Each employee is responsible for the content of all text, audio or images that he/she places or sends over the company's Internet and e-mail system. No e-mail or other electronic communications may be sent which hides the identity of the sender or represents the sender as someone else. Also, be aware that North Shore Subs' name is attached to all messages so use discretion in formulating messages.
6. Generally, e-mail is not private or confidential. All electronic communications are North Shore Subs property. Therefore, North Shore Subs reserves the right to examine, monitor and regulate e-mail messages, directories and files, as well as Internet usage. Also, the Internet is not secure so do not assume that others cannot read—or possibly alter—your messages.

7. Internal and external e-mail messages are considered business records and may be subject to discovery in the event of litigation. Be aware of this possibility when sending e-mail within and outside the Company.

8. Employees must never leave devices unattended in a visible area. i.e. on the seat of your car.

## SOCIAL MEDIA POLICY

We understand that social media may be an important part of your life and how you interact with family, friends, co-workers, and others around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. We have established these guidelines for appropriate use of social media by North Shore Subs employees. This policy applies to all employees who work for North Shore Subs.

### Social Media

In the rapidly expanding world of electronic communication, social media can mean many things. For purposes of this policy, social media is broadly defined to include all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or chat room, forum, or through an application that offers such services, whether or not associated or affiliated with North Shore Subs, as well as any other form of electronic communication. Facebook, LinkedIn, Yelp, YouTube, Twitter, WhatsApp, Snapchat and Instagram are all examples of social media.

The same principles and guidelines found in the Company's other policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved.

Carefully read this entire Employee Handbook, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

### Proper Use of Social Media.

Always be fair and courteous to employees, customers, suppliers, and members of the public. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or your supervisors than by posting complaints to a social media outlet, which may not be seen by North Shore Subs.

Be thoughtful in all your communications and dealings with others, including through email and social media. If you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that

disparage customers, members, employees or suppliers, or that might constitute harassment. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or North Shore Subs policy.

In general, it is always wise to remember that what you say in social media can often be seen by anyone, and that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about the Company, fellow employees, customers, suppliers, people working on behalf of the Company, or competitors. Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered.

North Shore Subs reserves the right to use software and search tools to monitor comments or discussions about it, its representatives, its products, its vendors and its competitors that are posted anywhere on the Internet, including social media.

North Shore Subs respects your right to communicate on your own (or other employees') behalf concerning terms and conditions of employment. Nothing in this policy is intended to interfere with your rights under federal and state laws, including your right to communicate regarding wages, hours, or other terms and conditions of employment as allowed by the National Labor Relations Act, nor will North Shore Subs construe this policy in a way that limits such rights.

### Prohibited Uses of Social Media

Do not violate the policies expressed in this handbook. Conduct that would not be permissible in the workplace is not permissible between or among employees online, even if done during non-work hours and away from the workplace on personal devices or home computers.

Do not disclose confidential information. You must maintain the confidentiality of North Shore Subs' trade secrets and private or confidential information as defined in this handbook and by state and federal law. Trade secrets may include information regarding market information, product research and information, as well as North Shore Subs' processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications

Due to the potential for issues such as invasion of privacy (employee and customer), sexual or other harassment (as defined by the Company's policies or the law), protection of confidential information, employees may not take, distribute, or post pictures, videos, or audio recordings while on working time. Employees may not take pictures or make recordings of non-public work areas or public areas where the content of the picture or recording would violate this policy. An exception to this prohibition is concerning pictures and recordings of work areas would be to engage in activity protected by the National Labor Relations Act including, for example, taking pictures of health, safety and/or working conditions concerns, or of strike, protest and work-related issues and other protected concerted activities.

Updated 01/01/2026

Do not use the Company's logos, marks, or other protected information or property for any business/commercial venture without the Company's express written authorization.

Do not create a link from your blog, website or other social networking site to a Company website without identifying yourself as a Company employee.

Express only your personal opinions. Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the Company, fellow employees, customers, suppliers or people working on behalf of the Company. If you do publish a blog or post online related to the work you do or subjects associated with North Shore Subs, make it clear that you are not speaking on behalf of the Company. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of North Shore Subs or Jimmy John's."

Do not make knowingly false representations about your credentials or your work.

Do not create a blog or other social media or internet site or group related to the Company (excluding protected activity involving wages, benefits, or other terms and conditions of employment, or protected concerted activity) without advance approval of the Company. If a blog or other online group is approved, it must contain a disclaimer approved by the Company.

Managers should not "friend" subordinate employees on non-professional social media sites.

### Using Social Media at Work

Use of social media on Company equipment during working time is permitted only if your use is for legitimate, preapproved business. Please discuss the nature of your anticipated business use with your supervisor and Human Resources and obtain approval prior to such use.

### Retaliation is Prohibited

North Shore Subs prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee 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.

### Media Contacts

Employees should not speak to the media on North Shore Subs' behalf without contacting and obtaining approval from Company management.

Updated 01/01/2026

### [For more information](#)

If you have questions or need further guidance regarding social media, please contact your manager or Human Resources.

### [North Shore Subs' Right to monitor and Consequences](#)

All company-supplied technology, including computer systems and company-related work records, belong to North Shore Subs and not the employee. North Shore Subs routinely monitors usage patterns for its e-mail and Internet communications. Although encouraged to explore the vast resources available on the Internet, employees should use discretion in the sites that are accessed.

Since all the computer systems and software, as well as the e-mail and Internet connection, are North Shore Subs -owned, all company policies are in effect at all times. Any employee who abuses the privilege of North Shore Subs facilitated access to e-mail or the Internet, may be denied access to the Internet and, if appropriate, be subject to disciplinary action up to and including termination.

### [Return of Equipment](#)

If an employee separates from North Shore Subs for any reason, the employee will be required to return all hardware, accessories.

## DRUG FREE WORKPLACE POLICY

It is stated policy of the Company to maintain a **drug free** workplace. To that end, and in the spirit of the Drug Free Workplace Act of 1988, the Company has adopted the following “Zero Tolerance” policies:

1. The unlawful manufacture, possession, distribution, or use of controlled substances in any quantities is prohibited in the workplace. This would include the possession or use of any alcohol or cannabis during the workday, either on company premises, on a job site, or while operating in or on a company vehicle.
2. Employees who violate this prohibition will be terminated.
3. As an on-going condition of Company employment, employees are required to abide by this prohibition and to notify the Company in writing within five days of any arrest for illegal drug activity or alcohol related incident.

DRUG, CANNABIS AND ALCOHOL USE  
Except as otherwise provided in this policy, an employee shall not use, sell, purchase, manufacture, possess or transfer alcohol, marijuana, cannabis and cannabinoid, including medical cannabis, and/or illegal drugs or paraphernalia:

- while on business related to Company employment;
- during all work time, including meals and breaks;
- while on all premises owned or operated by the Company.;
- while operating or in any Company vehicle, machinery or equipment; and
- while at a job site, shipper/receiver site, truck stop, or rest area.

### Alcohol Use

“*Alcohol use*” includes the use of medications that contain alcohol.

### Illegal Drugs

“*Illegal drugs*” means controlled substances, and includes prescription medications which contain a controlled substance and which are used for a purpose or by a person for whom they were not prescribed or intended.

### Marijuana, Cannabis and Cannabinoid

In this Employee Handbook, references to “Cannabis” include all definitions listed below.

“*Marijuana and Cannabinoid*” means any of the chemical constituents of hemp plants or cannabis plants that are naturally occurring, biologically active, and act on the cannabinoid receptors of the brain.

Cannabinoid includes but is not limited to tetrahydrocannabinol and cannabidiol, and includes low-potency hemp products.

*“Marijuana and Cannabis Flower”* means the harvested flower, bud, leaves, and stems of a cannabis plant. Cannabis flower includes adult-use cannabis flower and medical cannabis flower.

*“Marijuana and Cannabis Product”* means any of the following:

- 1) Cannabis concentrate;
- 2) A product infused with cannabinoids, including but not limited to tetrahydrocannabinol, extracted or derived from cannabis plants or cannabis flower; or
- 3) Any other product that contains cannabis concentrate.

*“Adult Use Marijuana, Cannabis or Cannabinoid”* means any species of the genus cannabis plant, in concentrate, flower or other product form, approved for sale and use by the Minnesota Office of Cannabis Management. This includes edible cannabis products but does not include medical marijuana, cannabis or cannabinoid or lower-potency hemp products, including edibles. It also does not include nonintoxicating cannabinoid.

*“Medical cannabis”* means any species of the genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the form of:

1. cannabis flower for smoking;
2. edible products in the form of gummies and chews;
3. liquid, including, but not limited to, oil;
4. orally dissolvable product, including lozenges, gum, mints, and sublingual tablets;
5. pill;
6. vaporized delivery method with use of liquid or oil; or
7. any other method approved by the Minnesota Office Of Cannabis Management.

Medical cannabis is provided only to a patient enrolled in the registry program; a registered designated caregiver; or a parent, legal guardian, or spouse of an enrolled patient, by a cannabis retailer or medical cannabis retailer to treat or alleviate the symptoms of a qualifying medical condition.

## Reporting and Remaining at Work Prohibited

An employee shall not report for work, or remain at work anywhere on behalf of the Company under the influence of alcohol, marijuana, cannabis or cannabinoid, including medical cannabis, controlled substances and/or illegal drugs, except when the use is pursuant to the instructions of a licensed medical practitioner who has previously advised the employee in writing that the substance will not adversely affect the employee's ability to safely perform the duties of their job. The employee shall provide the Company with a copy of the physician statement when it is obtained.

Any employee who reports to work under the influence will be removed from the workplace.

This policy does NOT prohibit:

- the moderate consumption of alcoholic beverages at Company sponsored events, if any, where the Company has authorized alcoholic beverages to be served, and
- the possession of sealed bottles or cans of alcoholic beverages, or marijuana, cannabis or cannabinoid products in an employee's vehicle on Company premises so long as this possession would be in compliance with state law if the vehicle were on a public street. Employees are responsible for knowing client site rules, which may differ.

## DRUG, CANNABIS AND ALCOHOL TESTING

The Company recognizes that the state of an employee's health affects the job performance, the kind of work that can be performed, and may affect their opportunity for continued employment. Therefore, it is the intention of this Company to make every effort to provide a safe, healthy, and productive working environment for its most valuable resource, the employee. For this reason, the Company has established this Drug, Cannabis and Alcohol Testing Policy. The Company also recognizes the need to avoid unnecessary intrusion into its employees' private lives and will make every effort to administer this Policy in a responsible manner providing privacy and confidentiality to the greatest extent possible.

### Scope of Coverage

This Policy applies to all employees. Compliance with this Policy is a condition of employment with the Company.

### Policy Statement

The use, presence in the body during working hours, reporting to work under the influence, possession, sale, solicitation or transfer of drugs, cannabis or alcohol by employees during working hours or while on Company business, or while operating company vehicles is strictly prohibited. Any employee who violates this Policy will be subject to disciplinary action, up to and including termination.

#### I. Pre-Employment Applicant Drug Testing

If the company makes an offer to an applicant contingent upon the applicant's successful passing of a drug screening, the applicant will be asked to sign an "Acknowledge and Consent Form," on which to (1) acknowledge that the applicant has seen the employer's drug, cannabis and alcohol

testing policy, and (2) indicate an over-the-counter or prescription medications that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result. Pre-employment cannabis testing will only occur for safety sensitive positions.

An offer of employment will be withdrawn if the applicant refuses to undergo drug testing or tests positive on a second confirmatory drug screening and has not explained the test result to the Company's satisfaction.

The Company reserves the right to not hire an applicant based on other work-related criteria.

II. **Employee Drug and Alcohol Testing**

The Company reserves the right, in certain circumstances, to require employees to submit to the following drug, cannabis and alcohol testing as a condition of continued employment to determine the use of drugs, cannabis or alcohol as prohibited in this Policy or the prove the employee's satisfactory fitness for duty:

A. When the Company has a reasonable suspicion that an employee:

1. is under the influence of drugs or alcohol;
2. has sustained a personal injury, defined as an injury arising out of and in the course of his or her employment, or has caused another employee to sustain a personal injury;
3. has caused a work-related accident or was operating or helping to operate equipment, machinery or vehicles involved in a work-related accident; or
4. has violated the Company's written Policy prohibiting the use, possession, sale, solicitation or transfer of drugs or alcohol while the employee is working or while the employee is on the Company's premises or operating Company vehicles, machinery, or equipment.

B. Those employees in safety-sensitive positions will be required to undergo testing on a random selection basis.

C. When the employee is participating in or has returned to work after the successful completion of a rehabilitation program, the employee will be subject to drug, cannabis or alcohol testing without prior notice during the evaluation or treatment program period and for a period of up to two (2) years following completion of the prescribed program.

III. **Testing Procedures**

An employee/applicant who is asked to submit to testing under this policy may refuse to undergo testing. Prior to testing, employee/applicants will be given written notice of this Policy and asked to sign an "Acknowledge and Consent Form" as described in Section I. This form should also be used by the employee/applicant to disclose any prescription or over-the-counter medications which they are currently taking or have recently taken which might affect the test results.

If the initial test is positive, a second test will be performed to confirm the results. No action will be taken against an employee/applicant until the result of the second test has been received by the Company. If that second test is also positive, the employee/applicant will be notified in writing

of the test result within three (3) working days of the Company's receipt of the report. The employee/applicant will be given an opportunity to submit additional explanatory information within three (3) working days and/or to request a retest of the original sample, at the employee's own expense. The retest can be performed by the original laboratory or by another laboratory qualified under the guidelines to be provided by the Company. The employee/applicant must inform the Company in writing within five (5) working days after notice of the test result of the employee's/applicant's intent to obtain a retest and which laboratory will conduct the retest. Within three (3) working days after receipt of such notice, the Company will notify the original testing laboratory that the employee/applicant has requested the laboratory to conduct the retest for transfer the sample to another laboratory contained in the employee's/applicant's notice.

If the initial or second result is negative, the employee/applicant will be notified of the test result in writing within three (3) working days of the Company's receipt of the report.

An employee/applicant has the right to request and receive from the Company a copy of the test result report on any drug, cannabis or alcohol test.

#### **IV. Employee Discharge or Discipline**

The Company will discharge an employee in the following testing related situations:

- A. Refusal of an employee to submit to testing when so ordered (except for on a first offense);  
or
- B. Attempts are made to adulterate the specimen or in any way interfere with the collection process; or
- C. The employee has received his/her first positive confirmatory test result, the employee has not explained this result to the Company's satisfaction, and has had an opportunity to participate in either a drug, cannabis or alcohol counseling or rehabilitation program, whichever is more appropriate; and
  - has either refused to participate in the counseling or rehabilitation program; or
  - has failed to successfully complete the program as evidenced by withdrawal from the program before its completion.
- D. The employee receives a confirmed positive test within a two-year period after completion of the counseling or rehabilitation program.

If the Company has reasonable cause to believe that an employee is in violation of this Policy and the continued employment of the employee will reasonably put at risk the health or safety of the employee, co-employees, or the public, the employee may be suspended (without pay) pending the outcome of the confirmation tests. An employee who has been suspended without pay will be reinstated with back pay if the outcome of the test is negative.

Employees who are not found in violation of this Policy after investigation may still be subject to discipline in appropriate cases for poor performance, absenteeism, or other violation of the Company's rules or policies.

#### **V. Confidentiality and Access to Information**

An employee/applicant has the right to request and receive a copy of the test result on any drug, cannabis or alcohol test they take. Test result reports and other information acquired in the drug, cannabis or alcohol testing process are private and confidential.

Notwithstanding the above, evidence of a positive test result on a confirmatory test may be:

- A. Used in an arbitration proceeding pursuant to an administrative hearing, or a judicial proceeding, provided that information is relevant to the hearing or proceeding;
- B. Disclosed to any federal agency as required under federal law or in accordance with compliance requirements of a federal government contract; and
- C. Disclosed to a substance abuse treatment facility for the purpose of the evaluation or treatment of the employee.

VI. **Program Administration**

The Company has the right to alter, amend, or discontinue this Policy or any procedure or guideline contained in this Policy with advance written notice of any change prior to the change becoming effective.

## DISCIPLINARY POLICY

This policy is designed to help both the Company and our staff deal with disciplinary issues in a fair and consistent manner. As a business our expectation is that all of our staff will behave in a manner which is consistent with good business practice and common sense. However, should disciplinary issues arise they will be handled in accordance with the provisions set out in this policy.

This policy applies to all employees regardless of their length of service, status or number of hours worked. This policy is non-contractual in effect and does not form part of normal terms and conditions of employment. The company reserves the right to change the terms of this policy from time to time and to introduce a replacement policy as may be required.

### Employment At Will:

The Company does not offer guaranteed employment. Either the Company or the employee can terminate the employment relationship at any time, with or without cause, with or without notice. This is called Employment at Will. While the Company may elect to follow a discipline policy, the Company is in no way obligated to do so, and may choose to terminate an employee, even on a first offense, except as otherwise provided in this Handbook. Following a discipline policy is at the sole discretion of the Company in an employment at will workplace.

### Policy

Discipline is used to ensure that the employee has the opportunity to correct his or her performance. There is no set standard of how many oral warnings must be given prior to a written warning or how many written warnings must precede termination. Factors to be considered are:

- How many different offenses are involved
- The seriousness of the offense
- The time interval and employee response to prior disciplinary action(s)

For serious offenses, such as fighting, theft, insubordination, threats of violence, the sale, possession or use of drugs, cannabis or alcohol on company property (except as otherwise permitted in this Handbook), etc., termination may be the first and only disciplinary step taken. Any step or steps of the disciplinary process may be skipped at the discretion of North Shore Subs after investigation and analysis of the total situation, past practice, and circumstances.

In general, oral warnings should, at the next infraction, be followed by a written warning, followed at the next infraction by discharge. This is especially true in those cases where the time interval between offenses is short and the employee demonstrates a poor desire to improve his/her performance. All oral and written warnings will be reviewed with the employee and documented in the employee's personnel file.

Updated 01/01/2026

## Discharge

When the employee is discharged as a result of serious offense, or as the result of one or more infractions for which a warning notice or notices have been given, either orally or in writing, the employee will be discharged for cause instead of being given the option to resign, be laid off, or retire.

## DRIVER EXPECTATIONS

Delivery drivers for North Shore Subs are expected to maintain a certain level of professionalism and to follow all policies put in place to ensure the safety of the employee and customer in a courteous and professional manner at all times. Drivers must be formally approved by North Shore Subs, LLC.

Drivers must be at least 18 years of age to be employed as a delivery driver.

It is the driver's responsibility to maintain proper liability coverage for the vehicle he/she operates for delivery at all times. It is the driver's responsibility to ensure that he/she maintains a valid driver's license and that proper tags and registration are current for the vehicle.

Delivery drivers for North Shore Subs are required to maintain a good driving record. A good driving record is defined as:

- No more than 2 minor violations in the past 3 years.
  - Minor violations include but are not limited to speeding under 30 mph over the posted limit, failure to yield, accidents, etc.
- No major violations in the past 5 years.
  - Major violations include but are not limited to: DUI, reckless/careless driving, driving during a suspended license, excessive speed over 30 mph, leaving the scene of an accident, refusing a chemical test, etc.

As many insurance companies exclude coverage for delivery use, it is the driver's responsibility to clarify with his/her insurance company that they will provide coverage in the event of an accident while delivering.

North Shore Subs is in no way responsible for damages that arise to the vehicle the driver operates. The owner of the vehicle or the insurance policy on that vehicle is responsible for those damages. Said insurance is primary for any liability damages or injuries caused to a third party in an at-fault accident.

The driver will be the only person operating the vehicle for delivery purposes and that no outside parties including other employees, family, friends, etc. will be allowed to ride or operate the vehicle during deliveries.

The driver must NOT use a mobile phone in any capacity (calls, texting, email, etc.) while driving. If directions are needed or if a call is required, the driver must pull off the road before using the phone.

All drivers must comply with all safety provisions discussed including but not limited to:

- NEVER delivering under the influence of alcohol, cannabis, or mind-altering drugs;
- ALWAYS wearing a seatbelt while driving a vehicle or a helmet while on a motorcycle or bicycle;
- OBEYING all local, state and federal traffic laws including speed limits;

Updated 01/01/2026

- NOTIFYING my designated supervisor or manager immediately in the event of an accident or violation. The driver must contact authorities and obtain a police report if involved in an accident.

When on delivery, a topper must be properly attached to my vehicle and the topper must be lit at all times. It is the driver's responsibility to have a topper attached before the start of the shift.

Properly attached topper:



- Topper aligned parallel to windshield so logo and name are visible from front and behind
- Safety chain secured inside the vehicle
- Power cord plugged in to allow illumination

**Failure to abide by any of the above can result in disciplinary action including possible immediate termination of employment.**

Delivery drivers will be reimbursed the current IRS mileage reimbursement rate for all deliveries taken.

The driver is responsible for reporting all tips as income using the IRS form #4070.

## CASH HANDLING POLICIES AND PROCEDURES

The following is a list of required cash handling policies. Your signature is for the record and declares that you fully understand these policies and agree to abide by them as part of your job responsibility. Failure to comply indicates an inability to properly perform your assigned duties and will result in corrective action up to and including termination.

### Designated Register Person (“DRP”)

1. At the beginning of every shift, the shift manager or Person in Charge will assign a DRP to every register. The manager on duty will count the register with the DRP at the beginning of their shift, at which time the DRP assumes responsibility of the register. It is the responsibility of the DRP to restrict all other employees from accessing their register during their shift. If a manager must process a transaction on their register, it is the responsibility of the DRP to observe and monitor the transaction.
2. The DRP will take sole responsibility for any and all cash handling issues that occur during the shift on their designated register; acceptance of counterfeit currency, cash shortages, etc.
3. All sales must be entered in to the POS at the time of transaction; no funds should be set aside for later processing in the POS system.
4. Do not take money from more than one customer at a time.
5. Never place a customer’s money in the drawer before making change.
6. Always state the amount due from the amount tendered. For example, “\$3.50 (amount due) out of \$10.00 (amount tendered),” and count the change back to the customer.
7. Do not open new coin tubes until you use the last coin in the drawer.
8. We only accept United States currency, major credit cards (Visa, MasterCard, Discover, American Express), and Jimmy John’s Gift Cards. We do not accept checks. Corporate checks may be accepted with prior approval from the CFO.
9. You must use a counterfeit detection pen on all currency \$20.00 and higher. Do not accept currency or Gift Cards that you suspect to be counterfeit.
10. The POS system is configured to print a credit card signature receipt when certain criteria are met on the transaction. If a credit card receipt is printed, it must be signed by the customer and submitted with weekly paperwork.
11. Only managers may ring up samples, prior approved promo orders, employee food discounts and manager meals.

### Drivers

Drivers must observe all policies as stated above. Drivers will also be expected to adhere to the following:

1. Drivers must provide a minimum bank at the beginning of their shift to make change for customers.

2. The driver is responsible to the Company at the end of their shift for all cash orders delivered.
3. When delivering a credit card order to a residence, the driver must request to see the customer's credit card and photo I.D. to ensure that the credit card is valid. Drivers must not deliver to residential customers who are unable to prove that they are the cardholder.
4. When a customer provides an envelope for payment, the driver must open the envelope and count its contents to ensure accuracy and validity of the payment. The driver must do so while still on the premises.
5. As a matter of personal safety, all drivers must perform a cash drop within the POS once cash deliveries exceed \$40.00. The manager on duty will perform the drop within the POS and both parties, the manager and the driver, must sign the drop receipt. The driver must maintain the receipt in their possession and submit to the manager with their credit card receipts at the end of their shift.

### Cash Shortage Procedures

In the event of a cash overage/shortage, the following procedures must be followed:

#### Over/Under

- |              |  |
|--------------|--|
| Up to \$5    | Notify your Area Manager   |
| \$5 - \$20   | Notify your Area Manager immediately, who must verbally verify all register and safe counts with the manager on duty, report cash shortage to COO and CFO via e-mail once verification has been completed.   |
| \$20 - \$100 | Notify your Area Manager, who must personally verify all register and safe counts, report cash shortage to COO and CFO via e-mail once all verification counts have been performed. Provide the name of the DRP and a detailed explanation of the events leading up to the shortage and a <b>proposed</b> action plan and corrective action. |
| Over \$100   | Area Manager to call COO and CFO immediately   |

\*\*In the event you are notified by your bank that counterfeit currency was included in your deposit, you must immediately follow the steps outlined above.

## CREDIT CARD DATA SECURITY POLICY

North Shore Subs is responsible for protecting all devices that capture credit card data from tampering and substitution. During the store opening process, a designated employee is responsible for inspecting each card reader device to look for tampering, skimmers, or substitution. Store personnel must be aware of suspicious behavior (for example, attempts by unknown persons to unplug or open devices) and to report suspicious behavior and indications of device tampering or substitution to the North Shore Subs IT Support at 651-291-2323 x109.

Occasionally a person may visit a store location to perform maintenance or troubleshooting on your Point-of-Sale (POS), Internet Connection, or other computer or network device. This person should not be granted access to any systems until the manager on duty has completed the following:

- Request to see a photo ID.  
Confirm that this person is expected to complete maintenance or repair by calling the Area Manager.

These precautions must be taken for any persons claiming to be audit, repair, or maintenance personnel.

In addition, the store should not install, replace, or return devices without verification.

In the event that the manual credit card slips must be utilized, the slips are to be kept in the store safe until an area manager can transport these slips to the NORTH SHORE SUBS office where they can be securely disposed of.

## ACKNOWLEDGMENT OF RECEIPT AND RESPONSIBILITY FOR EMPLOYEE HANDBOOK

I hereby acknowledge that I have received a copy of North Shore Subs' Employee Handbook.

I acknowledge that it is my responsibility to read and become familiar with the contents of this Handbook. I understand that I will be held accountable for being familiar with the policies and procedures, standards of performance and rules of conduct contained herein, as well as any other policies or practices implemented by North Shore Subs, regardless of whether they are contained in the Handbook. I understand that nothing in this handbook alters my responsibilities under a written agreement, if any, between North Shore Subs and me.

I acknowledge and understand that this Handbook does not form the basis for any employment contract, and my employment with North Shore Subs is at-will, and of no definite duration, which means my employment relationship may be terminated at any time for any legal reason by either North Shore Subs or me. Nothing in this Handbook or any oral representations alter the at-will status of this employment relationship. I further understand that North Shore Subs reserves the right to change, modify, deviate from or delete any of its policies and procedures, code of conduct, and rules of employment at any time, with or without notice.

I also understand that no express or implied promise or guarantee with regard to the duration of my employment, wages or benefits is binding upon North Shore Subs unless made in writing and is explicitly and specifically identified as an employment agreement or contract.

If I should have any questions regarding materials contained in this Handbook, I will contact my manager, the Human Resources Department, or an appropriate member of management.

A listing of all policies covered in this handbook can be found in the Table of Contents on Page 2 of this handbook and attached by reference to the Acknowledgment.

Please sign and date the below copy of this receipt, and return it to the Human Resources Department.

## EXHIBIT A – STORE POLICIES

### RULES OF EMPLOYMENT

Failure to comply with these items below may result in immediate termination of employment and/or the reduction or elimination of any bonus due.

1. Jimmy John's Number One **"GOLDEN RULE"**

IF YOU AGREE TO DO SOMETHING AT A CERTAIN TIME OR CERTAIN DATE AND YOU ARE NOT GOING TO DO IT OR FIND THE COMPANY MAY BE BETTER OFF IF YOU DO IT DIFFERENTLY – CALL YOUR BOSS FIRST. IF YOU ARE GOING TO CHANGE THE DEAL, THEN YOU HAVE TO CALL THE PERSON THAT DELEGATED TO YOU THAT JOB AND LET THEM KNOW. **NO SURPRISES...NO EXCEPTIONS!!!!**

2. No employee shall be allowed to operate their personal vehicle on company business (example: getting bread from another store, taking a delivery, etc.) unless fully approved and currently on an approved driver list maintained by North Shore Subs, LLC.
3. NO CASH PAYOUTS! EVER! If emergency circumstances arise, contact the Area Manager for direction.
4. Delivery and in-shop orders are to be taken 10 minutes after posted closing time.
5. No free subs to anybody without coupon or cash.
6. No exchanging of meats, (i.e. turkey for ham, or cheese for tuna, etc.)
7. Never provide veggies or sauce on a slim – EVER!
8. No soda or soft drinks from revenue cups. All management and employees must use cone cups only. Coffee or soda may be consumed in a covered cup in the store before the first cycle of bread comes out of the oven or after the store is closed.
9. All delivery sandwiches are to be bagged by the manager or a designated employee, and delivery tickets must be pulled off by a manager or designated employee only.
10. When bread is done, you must serve customers that come into the store.
11. When possible, find your own replacement if you are not going to be at work.
12. If you are using ESST, and there is an emergency, report to your manager/direct report as soon as possible. We reserve the right to reasonably request a doctor's release or other documentation in order for absences longer than three (3) days to be excused
13. Every employee must use the mayo portioner. NO EXCEPTIONS!
14. No food trades, (i.e. Domino's pizza for subs). You will get calls from people to trade. NO EXCEPTIONS! No acceptance of free product from outside vendors is allowed.
15. All employees are eligible to receive 50% off menu items during or immediately after their shift (before they leave). This is limited to one sandwich and sides.
16. An employee who works 8 or more consecutive hours is entitled to a complimentary meal while on his or her shift. The meal may consist of the following items: 1 slim, sub, club or gargantuan and up to 2 sides including chips, pickle, cookie, regular soda or bottled water (no duplicates).

- a. The sandwich must be consumed during your shift. You cannot take it home.
  - b. If your shift ends, too bad! You then have the right to purchase an employee sub. If you purchase an employee sub, it must be rung up by someone other than you.
  - c. If you do purchase a sub, it must be ordered and paid for on the customer side of the counter. You must stay there while your order is being made by someone other than you.
  - d. Ten minutes prior to working or ten minutes after you work is the only time you may purchase an employee sub. After ten minutes, you must pay full price.
  - e. The meal can only be consumed once the opening procedures are completed before 10:30am, or after the after-lunch cleanup is completed. No meal is to be consumed with any of these tasks undone.
  - f. Any food from outside vendors must be consumed before shift begins. No outside food odors allowed in the store after the first cycle of bread is out of the oven.
  - g. Meal amount not to exceed - \$11.00
17. All employees must adhere to the Jimmy John's Dress Code.
  18. NO SMOKING before or during your shift – not even on your break! NO SMOKING of tobacco or cannabis while wearing a Jimmy John's uniform, including smokeless or e-cigarettes.
  19. NO ALCOHOL allowed in the store.
  20. No employee is allowed to drink any alcohol within 4 hours prior to the start of their shift.
  21. The use of menus, bags or any other JJ printed material for notes will not be tolerated at any level.
  22. No employee meals are to be consumed at the office desk. Ever!
  23. No reading of books, newspapers, etc. is allowed in the restaurant ever at any time.
  24. No beverage containers, (i.e. soda bottles, insulated coolers, etc.) are to be filled from the Coke machine or water cooler by an employee, customer or friend. Employees may keep a plastic bottle with a screw-top lid in the cooler for the duration of their shift. Upon leaving at the end of the shift, the bottle must be discarded or taken with them. No bottles are to be visible at any time unless you are physically drinking from it or placing it back in the cooler.
  25. When selling day-old bread, we do not provide mayo or mustard. NO EXCEPTIONS!
  26. We never give out or make change for anyone. We are not the bank – NO EXCEPTIONS!
  27. Cell phones are to be used for work-related calls only.
  28. Delivery drivers are not allowed to carry more than \$40 on their person at any time. When a driver's cash exceeds \$40 (including the \$20 bank), the driver must drop all cash in excess of \$40. The driver must drop the cash with the manager into the register, sign the drop receipt and maintain the receipt in their possession to submit to the manager with their credit card receipts at the end of their shift.
  29. Customer information is confidential and for business use only. Calling or texting customers is only permitted for necessary business-related delivery details. Use of customer information for any other reason is strictly prohibited.

30. No employee is allowed to carry a firearm while working for North Shore Subs, LLC regardless of jurisdictional authority (CCW Permit) to do so. This includes delivery drivers in their personal vehicles while working.

I understand the company has the right to change the above Rules of Employment without notice. It is understood that future changes in policies and procedures will supersede or eliminate those stated above and that employees will be notified of such changes through normal communication channels.

#### ADDITIONAL RULES FOR MANAGEMENT

All managers must comply with the Jimmy John's Rules of Employment. Failure to comply with any of these items may result in immediate termination of employment and/or the reduction or elimination of any bonus due.

1. Smoking while in charge of a shift – any manager or person-in-charge (PIC) smoking tobacco or cannabis while on their respective shift.
2. Giving away food without charging full price for it.
3. If any employees are out of all or any part of their uniform while the manager is operating the restaurant.
4. Providing false or misleading information or lying to any superior, peer or subordinate.
5. Purchasing food items or supplies with your own money, placing any of said items in the store or including any of said items as store inventory.
6. Any subordinate that breaks any of the rules while are you not at the unit will cause you to lose all or any accumulated monies and any that are part of this period when the incident occurs (in other words, you are responsible when you are not there.)
7. Any manager or employee not using the mayo portioner.
8. Any employee or manager not slicing per the slicing chart.
9. Any manager or employee being late without calling his supervisor prior to tardiness.
10. Any manager or employee taking a day off without permission.
11. All vacation requests must be approved in writing by direct report.
12. Being late for an operations meeting (OPS) or not showing up for one.
13. Breaking any written rule.
14. Being convicted of any felony.
15. Failing or refusing a drug test pursuant to employer's drug policy, subject to existing state law.
16. Being convicted of a DUI.
17. No numbers regarding prices for food, deposit amounts, sales amounts, etc. may be discussed with anyone. This is confidential information that will hurt the business if the wrong people hear it. Keep it to yourself.
18. DON'T ANSWER ANY QUESTIONS OR LET ANYONE TOUR THE SHOP WITHOUT JONAS WERPYS WRITTEN PERMISSION.

19. On nights when a part-timer stays to help close, save all cash handling, bookkeeping, and closing out of the register until clean-up is finished and the extra help has left. We are in this together – you are the boss, you are not too big to help the little people. So, help them.
20. Manager in charge is not to leave the store under any circumstances during their shift, other than the morning bank run at which time the store must be locked, and security alarm set.
21. Failure to comply with the cash handling policy.
22. A manager who works a full shift in his or her store is entitled to a complimentary meal while on his or her shift. The meal may consist of the following items: 1 sub, club, slim or gargantuan and up to two sides including chips, pickle, cookie, regular soda or bottled water (no duplicates). The specifics of the rule are this:
  - a. The meal must be consumed during your shift. You cannot take any part of it home.
  - b. You can only ring up what you actually consume for your meal. If at any time you ring up additional items that are not consumed you will forfeit your bonus and could be terminated.
  - c. Any food from outside vendors must be purchased before employee's shift. Outside food may not be purchased using store labor.
  - d. Meal amount not to exceed: - \$11.00
23. Area Managers are granted the right to reward outstanding performance employees with a complimentary sandwich during a course of a shift. This cannot exceed \$25 over the course of any week from each of their stores. The specifics to this rule are this:
  - a. The sandwich must be consumed at the store.
  - b. The Area Manager must be in the store to give this reward! They have to actually see the outstanding performance and personally fill out the form!
24. No personal email is to ever be sent from the store computer. NO EXCEPTIONS!
25. At no time may a manager enter into any agreement with anybody written or unwritten. This includes any type of contract or advertising deal. NO EXCEPTIONS!
26. No employee or manager meals are to be eaten between 11:00am and 1:00pm.
27. No slicing allowed between 11:00am and 1:00pm, Monday-Friday.
28. Cell phones are to be used for work related calls only.
29. Nothing is to be placed on top of any freezer or cooler at any time. This area must be kept clear and free of obstructions so compressors can breathe efficiently.

I understand the company has the right to change the above Additional Rules for Management without notice. It is understood that future changes in policies and procedures will supersede or eliminate those stated above and that employees will be notified of such changes through normal communication channels.

## HAND WASHING AND GLOVE USE POLICY

### How to Wash Your Hands Properly

Use soap, fingernail brush, and warm, running water. Rub your hands vigorously for 20 seconds

- Wash all surfaces, including:
- backs of hands
- wrists
- between fingers
- tips of fingers
- Use the nail brush to scrub the nail beds and under the fingernails
- Rinse your hands well
- Dry your hands with a paper towel.

### When Should You Wash Your Hands?

You should always wash your hands....

- ...Before you begin work or start a shift
- ...Before touching or handling ready-to-eat foods, such as breads, deli meats, cheese, fruits and vegetables, etc.
- ...Before working on the food line, slicing meats, touching ice, or doing any food prep.
- ...Upon the request of any employee, manager, or customer
- ...Before eating your own food.
- ...After going to the toilet (or changing diapers). You must double wash your hands after using the bathroom. This means you must wash in the bathroom and again when you enter the food prep area.
- ...After coughing/sneezing or using a tissue
- ...After touching lacerations/cuts, sores or infected areas on the skin
- ...After touching dirty kitchen equipment, utensils, dishes or work surfaces
- ...After touching any part of any person (face, hair, arms, etc.)
  
- ...After touching any piece of clothing (including your apron)
- ...When hands become visibly soiled.
- ...After engaging in any task that does not include serving food (answering phones, running the register, sweeping the floor, etc.)
- ...After taking a break
- ...After taking out garbage

### Limiting Bare Hand Contact:

- Food employees shall limit direct hand contact with exposed, ready-to-eat food when deli tissues, spatulas, tongs, dispensing equipment, or other utensils can be used. Gloves must be worn when handling or preparing any food item.
- Single-use gloves shall be used for only one task including working with ready-to-eat food or with raw animal food, used for no other purpose, and discarded when damaged or soiled, or when interruptions occur in the operation.

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- Do not play with any food item or product. All product must be treated responsibly and with respect.