

PET SUPPLIES PLUS.

In partnership with:



Presents your

Employee Handbook

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Introductory Statement

Welcome to Pet Supplies Plus, where we are committed to developing and continuing a spirit of success that will benefit the company, employees and customers. As we grow and expand, the greatest contribution to our success will be our employees. Each employee plays a vital part in establishing a distinguished reputation for reliability, quality and service.

As a team member, you have become part of a company where people are our greatest asset. Our success is based upon the contribution of each and every person. Your job satisfaction, progress and welfare are important to us. We wish you the best of luck and success in your position and hope that your employment relationship with Pet Supplies Plus will be a rewarding experience. If you have any questions or suggestions regarding the policies and practices, please see your supervisor, a member of management, or your WorkSmart Systems Human Resources representative.

This handbook is your personal reference to the general operating policies and practices followed by our company. It is designed to assist you in understanding your responsibilities and benefits as an employee. This handbook is not a contract of employment guaranteeing employment for any specific duration. Although we hope that your employment relationship with us will be long term, either you or the company may terminate the employment relationship at any time, for any reason, with or without cause or notice.

This handbook is designed to make you feel a part of the team, to let you know what the company expects of you and to provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs developed by us to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

No employee handbook can anticipate every circumstance or question about policy. Because we are a growing, dynamic organization in a changing market, on occasion policies and procedures may need to be modified to reflect necessary changes in our practices. We reserve the right to make these changes as needed. You will be informed of any changes as they occur and provided with updates to your handbook as necessary. Our company also reserves the right to revise, supplement, or rescind any policies or portion of the handbook from time to time as it deems appropriate, at its sole and absolute discretion. The only exception to any changes is our employment-at-will policy permitting you or Pet Supplies Plus to end our relationship for any reason at any time. Employees will, of course, be notified of such changes to the handbook as they occur. Changes to this handbook are effective only when communicated in writing and authorized by our company.

Our Vision, Mission and Core Values

Our Vision: PET SUPPLIES ‘Plus’ -- where the ‘Plus’ is our sincere effort to improve the well being of all pets.

It is **Our Mission** to be recognized by *Pet Lovers* as the resource of “first-choice” for supplying the highest quality products, services, and value – with honesty, compassion, knowledge and a shared concern for the health and wellbeing of pets.

We accomplish Our Mission by exceeding the expectations for serving the needs of both *Pet Lovers* and their pets. *Pet Lovers* consider their pet(s) to be valued members of their family, trusted friends, and loyal companions. Therefore, pets play a critical role in the health and wellbeing of *Pet Lovers* (our valued customers).

We provide high quality and value to *Pet Lovers* (our customers) and their pets by:

- *The way we build our store teams.* Our teammates are *Pet Lovers* with a large measure of compassion and curiosity. Compassion is vital to connect with people who are concerned with the welfare of their pets. Curiosity is required to have the drive to continue to learn and adapt to the ever changing mix of products, health issues and training techniques required to best serve our customers and their family member(s).
- *How we connect Pet Lovers with animal welfare issues in their community.* It is our duty to take advantage of the opportunities we have to use the visibility of our stores and our communication tools to advance the cause of animal welfare. By reaching out, we can all stand with those on the front lines who are serving the needs of less fortunate pets.
- *The additional resources we provide Pet Lovers.* By building partnerships with other highly qualified pet professionals, we multiply our efforts to find the best solutions in every category of product and service of interest to *Pet Lovers*. As we become comfortable with each pet professional, we have opportunities to enhance the value we provide by referring our customers to our network of quality service providers - for the additional services our customers are seeking and ask our advice about.

Our Core Values:

- ***Integrity*** – This is the bedrock value on which we stack all others. First we must be honest with our team members, in stating our expectations and living our values. Next, we must never compromise our personal integrity as we share ideas and recommendations with our customers. This value extends to our suppliers as well, that they trust us when we make requests for credit, and thank us when we point out over-shipments.
- ***Genuine Compassion*** – “People do not care how much you know until they know how much you care.” We can only serve our customers and teammates well if we have compassion for them and for their concerns.

- ***Intense Curiosity*** – We cannot succeed today or tomorrow with what we knew yesterday. Each team member needs a healthy curiosity to continue to learn and adapt to the ever changing mix of products, health issues and training techniques required to best serve our customers and their family member(s).
- ***Teamwork*** – We need one another to do this the right way. To successfully pursue our mission we must depend on our teammates; for their expertise, strengths, passions, and energy.
- ***Value Shopping*** – The combination of the values stated above allow us to find and present the best shopping value for our customer. We are building long term relationships with them and want to do everything we can to present the best shopping value alternatives for them to consider on every visit to our store.
- ***Guarding our core values*** – It is imperative that we treasure and protect the values we hold dear. We must be vigilant to monitor ourselves when we stray from our core values. We shape our own success by making every effort to preserve our core values.

What is a "Co-Employer Relationship?"

The relationship between Pet Supplies Plus and WorkSmart Systems is joint or co-employment. This means that the two companies share the rights and responsibilities of an employer. In this manual, you will see reference to both Pet Supplies Plus and WorkSmart in various locations.

To contact WorkSmart Systems, please call 317-585-7870 or e-mail humanresources@worksmartpeo.com. For additional information, please logon to www.worksmartpeo.com/psp.

Section 1 - Employment

1.1 Nature of Employment

Employment with Pet Supplies Plus is voluntarily entered into and the employee is free to resign at will at any time, with or without cause. Similarly, the company may terminate the employment relationship at will at any time, with or without notice or cause, consistent with applicable federal or state law.

Policies set forth in this handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between Pet Supplies Plus and any of its employees. The provisions of the handbook have been developed at the discretion of management and, except for its policy of employment-at-will, may be amended or cancelled at any time, at the company's sole discretion.

These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of the Owner of our company.

1.2 Employee Relations

Pet Supplies Plus believes that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this area and in this industry. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their supervisor.

Our experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear and attitudes can be positive. We believe that our company amply demonstrates its commitment to employees by responding effectively to employee concerns.

1.3 Equal Employment Opportunity

In order to provide equal employment and advancement opportunities to all individuals, employment decisions will be based on merit, qualifications and abilities. We do not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, ancestry, physical disability, mental disability, medical condition, marital status, sexual orientation or any other characteristic protected by federal, state or law.

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

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor, manager and/or owner. Employees can raise concerns and make reports

without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

1.4 Business Ethics and Conduct

The successful business operation and reputation of Pet Supplies Plus is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of our company is dependent upon our customers' trust and we are dedicated to preserving that trust. Employees owe a duty to our company, its customers and shareholders to act in a way that will merit the continued trust and confidence of the public.

We will comply with all applicable laws and regulations and expect our directors, officers, managers and employees to conduct business in accordance with the letter, spirit and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with your immediate supervisor or manager and, if necessary, WorkSmart Systems for advice and consultation.

Compliance with this policy of business ethics and conduct is the responsibility of every employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

Confidential Information

Pet Supplies Plus considers certain kinds of information about its products, processes, employees and customers as confidential information whose disclosure could significantly harm our company. Employees are forbidden to disclose any confidential information learned in the course of their employment. Confidential information will be disclosed to employees only if their job requires knowledge of such sensitive information.

Employees who violate the company's confidentiality rules will be subject to disciplinary action, up to and including termination.

1.5 Immigration Law Compliance

Pet Supplies Plus is committed to employing only United States citizens and aliens who are authorized to work in the United States. We do not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with Pet Supplies Plus within the past three years, or if their previous I-9 is no longer retained or valid. Current employees may periodically be required to complete a new form if required under the law.

Employees that have questions or seek more information on immigration law issues are encouraged to contact the Human Resources department at WorkSmart Systems. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

1.6 Outside Employment

An employee may hold a job with another organization as long as he or she satisfactorily performs his or her job responsibilities with Pet Supplies Plus. All employees will be judged by the same performance standards and scheduling demands, regardless of any existing outside work requirements.

If our company determines that an employee's outside work interferes with performance or the ability to meet the requirements of Pet Supplies Plus as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with the company.

Outside employment will present a conflict of interest if it has an adverse impact on our company, its operations, confidential business information or business prospects.

1.7 Non-Disclosure

The protection of confidential business information and trade secrets is vital to the interests and the success of Pet Supplies Plus. Such confidential information includes, but is not limited to, the following examples:

- computer processes
- computer programs and codes
- customer lists
- financial information
- marketing strategies
- pending projects and proposals
- research and development strategies
- technological data
- retail pricing
- retail pricing formula

All employees may be required to sign a non-disclosure agreement as a condition of employment. Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment, even if they do not actually benefit from the disclosed information.

1.8 Conflicts of Interest

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which Pet Supplies Plus wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact your supervisor or manager for more information or questions about conflicts of interest.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative or household member as a result of our company's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose them to us as soon as possible. Disclosing the existence of any actual or potential conflict of interest enables the company to establish safeguards to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which we do business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving our company.

1.9 Disability Accommodation

We are committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

Hiring procedures have been reviewed and provide persons with disabilities meaningful employment opportunities. Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position.

Reasonable accommodation is available to all disabled employees, where their disability affects the performance of job functions. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as in job assignments, classifications, organizational structures, position descriptions, lines of progression and seniority lists. Leave of all types will be available to all employees on an equal basis.

Our company is also committed to not discriminating against any qualified employees or applicants because they are related to or associated with a person with a disability. We will follow any state or local law that provides individuals with disabilities greater protection than the ADA.

This policy is neither exhaustive nor exclusive. We are committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

Section 2- Employment Status & Records

2.1 Employment Categories

It is the intent of Pet Supplies Plus to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will at any time is retained by both the employee and the company.

Each employee is designated as either NONEXEMPT or EXEMPT from federal and state wage and hour laws. NONEXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws. An employee's EXEMPT or NONEXEMPT classification may be changed only upon written notification by company management.

In addition to the above categories, each employee will belong to one other employment category:

REGULAR FULL-TIME employees are those who are not in introductory status and who work a full-time schedule, or at least an average of **30 hours** per week. Generally, they are eligible for the company benefit package, subject to the terms, conditions and limitations of each benefit program.

REGULAR PART-TIME employees are those who are not in introductory status and who work less than a full-time schedule. While they are ineligible for the benefits package, part-time employees will be provided all mandatory benefits, such as Worker's Compensation and Social Security.

INTRODUCTORY employees are those whose performance is being evaluated to determine whether further employment in a specific position or with the company is

appropriate. Employees who satisfactorily complete the introductory period will be notified of their new employment classification.

2.2 FLSA

We comply with all State and Federal laws regarding the payment of exempt employees. We prohibit deductions from exempt employees' pay except under the circumstances set forth in the Federal Fair Labor Standards Act ("FLSA") and state law. If you believe that improper deductions have been made or are being made from your pay, this issue should be reported immediately to your immediate supervisor or WorkSmart Systems. All reported or suspected improper deductions from an exempt employee's pay will be promptly and thoroughly investigated. If our company determines that improper deductions were made from an exempt employee's pay, we will promptly reimburse the employee the amounts improperly deducted. We will take all reasonable measures to ensure that the mistake is corrected in the future and that deductions from an exempt employee's pay are made only in accordance with the FLSA and state law.

2.3 Access to Personnel Files

Pet Supplies Plus maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are company property and access to the information they contain is restricted. Generally, only management personnel who have a legitimate reason to review information in a file are allowed to do so.

Employees who wish to review their own file should contact their immediate supervisor or manager. With reasonable advance notice, employees may review their own personnel files on the company premises and in the presence of an individual appointed by Pet Supplies Plus to maintain the files.

2.4 Personnel Data Changes

It is the responsibility of each employee to promptly notify Pet Supplies Plus and WorkSmart Systems of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of emergency, educational accomplishments and other such status reports should be accurate and current at all times.

2.5 Introductory Period

The introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and for them to determine whether the new position meets their expectations. Our company uses this period to

evaluate employee capabilities, work habits and overall performance. Either the employee or Pet Supplies Plus may end the employment relationship at will at any time during or after the introductory period, with or without cause or advance notice.

All new and rehired employees work on an introductory basis for the first 30 calendar days after their hire dates. Any significant absence will automatically extend an introductory period by the length of the absence. If we determine that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended for a specified period.

During the introductory period, new employees are eligible for those benefits that are required by law, such as Worker's Compensation Insurance and Social Security. After becoming regular employees, they may also be eligible for other benefits, subject to the terms and conditions of each benefits program. Employees should read the information for each specific benefits program for the details on eligibility requirements.

2.6 Employment Applications

Pet Supplies Plus relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment, regardless of the date of discovery.

2.7 Performance Review

Managers and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Additional formal performance reviews will be conducted on a periodic basis to provide both the employer and the employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths and discuss positive, purposeful approaches for meeting goals.

Our company awards merit-based pay adjustments in an effort to recognize truly superior employee performance. The decision to award such an adjustment is dependent upon numerous factors, including the information documented by this formal performance review process.

Section 3- Employee Benefit Programs

3.1 Holidays

Pet Supplies Plus will not be open for business on the holidays listed below:

- New Year's Day (January 1)
- Easter Sunday

- Thanksgiving Day (fourth Thursday in November)
- Christmas Day (December 25)

3.2 Worker's Compensation Insurance

Pet Supplies Plus provides a comprehensive Worker's Compensation Insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical or hospital treatment.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

3.3 Benefits Continuation (COBRA)

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under our company's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at our company's group rates plus an administration fee. Pet Supplies Plus provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage for the health insurance plan. The notice contains important information about the employee's rights and obligations.

3.4 Paid Time Off (PTO)

PTO is furnished for the purpose of rest and relaxation, recuperation of illness or injury, bereavement or for the accomplishment of personal business. For the purpose of this policy, benefit year is based on **calendar year and PTO amounts are given in lump sum**. Our calendar year starts on **November 1**. It starts in the first calendar year following being hired or promoted to retail store manager, store supervisor or administrative office manager. Employees in the following employment classification(s) are eligible to earn and use PTO as described in this policy:

- Regular full and part time management employees (retail store manager, store supervisor or administration office manager)

The **maximum** amount of PTO an employee receives each benefit year is as shown in the following schedule:

General Managers, Store Supervisors and Administrative Office Manager

- 1-11 years: 10 days/80 hours
- 12-13 years: 11 days/88 hours
- 14-15 years: 12 days/96 hours
- 16-17 years: 13 days/104 hours

(days will increase in the above pattern for additional years of service)

Salaried Assistant Managers

- 10 days/80 hours

Hourly Assistant Managers

- 3 days/24 hours (managers that work an average of 24 hours or less a week)*
- 5 days/40 hours (managers that work an average of more than 24 a week)*

* Prior calendar year payroll time records will be used for the purpose of determining this allotment.

Due to the nature of our business, all PTO must be scheduled and taken between January 15 and October 31 of each calendar year.

No PTO may be carried forward to the following benefit year. Previously accrued but unused time will be forfeited at the end of the employee's calendar year.

PTO will not be counted as hours worked for the purposes of determining overtime and will not be paid out upon termination.

Employees are encouraged to schedule personal appointments and errands outside of normal business hours. If an appointment or errand cannot be scheduled outside of these hours, employees are encouraged to utilize their lunch break. In the event that additional time is needed (that above and beyond the allotted time for lunch) to complete such errands and/or appointments, employees will be required to use any earned but unused PTO that they have available. PTO must be used in minimum increments of 1 day.

In all cases except Personal/Medical Leave, Paid Time Off must be used before any unpaid time is granted.

Management reserves the right to deny PTO requests.

Section 4 - Timekeeping and Payroll

4.1 Paydays

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

Employees must have pay directly deposited into their bank accounts and provide advance written authorization to WorkSmart Systems. Employees will receive an itemized statement of wages when the company makes direct deposits.

If an employee does not have a bank account, they can have their paycheck directly deposited onto a debit card.

Timekeeping

Accurately recording time worked is the responsibility of every non-exempt employee. Federal and state laws require our company to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Non-exempt employees should accurately record the time they begin and end their work, as well as the beginning and ending time of any unpaid meal or break period. **Do not punch in more than 5 minutes before your scheduled time without a manager's approval. Employees should check in with their manager to see that all necessary work is done before clocking out at the end of their shift.** They should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always be approved before it is performed.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

4.2 Employment Termination

Termination of employment is an inevitable part of personnel activity within any organization and many of the reasons for termination are routine.

Since employment with our company is based on mutual consent, both the employee and Pet Supplies Plus have the right to terminate employment at will, with or without cause, at any time. Employee benefits will be affected by employment termination. Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions and limitations of such continuance.

4.3 Administrative Pay Corrections

Our company takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of their immediate supervisor or manager so that corrections can be made as quickly as possible.

4.4 Pay Deductions

Pet Supplies Plus offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, your supervisor or WorkSmart Systems can assist you.

4.5 Reporting Time Worked / Overtime

Our company complies with federal and state overtime laws. Overtime work (time worked more than 40 hours in a week) should be authorized in advance by your supervisor. Overtime pay is one and a half times the employee's base pay rate for non-exempt employees, as required by law.

Section 5 - Work Conditions and Hours

5.1 Safety

Safety is a top priority for our company and we strive to provide a safe and healthful work environment for employees, customers and visitors. Our success depends on the alertness and personal commitment of all.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify their manager or supervisor. The manager or supervisor must file a report on the accident with the Workers' Compensation Insurance carrier to comply with laws and initiate insurance and Workers' Compensation benefits procedures.

Failure to immediately report injuries may jeopardize an employee's Worker's Compensation benefits.

5.2 Use of Equipment and Vehicles

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

Please notify your manager or supervisor if any equipment, machines, tools or vehicles appear to be damaged, defective or need repair. Prompt reporting of damages, defects and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Your manager or supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

The improper, careless, negligent, destructive or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment.

5.3 Computer and E-mail Usage

Computers, computer files, the e-mail system and software furnished to employees are Pet Supplies Plus property intended for business use. Employees should not use a password, access a file, or retrieve any stored communication without authorization. To ensure compliance with this policy, computer and e-mail usage may be monitored.

We strive to maintain a workplace free of harassment and sensitive to the diversity of its employees. Therefore, our company prohibits the use of computers and the e-mail system in ways that are disruptive, offensive to others, or harmful to morale.

For example, the display or transmission of sexually explicit images, messages and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.

E-mail may not be used to solicit others for commercial ventures, religious or political causes, outside organizations or other non-business matters.

The company purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, our company and our employees do not have the right to reproduce such software for use on more than one computer.

Employees may only use software on local area networks or on multiple machines according to the software license agreement. We prohibit the illegal duplication of software and its related documentation.

Employees should notify their immediate manager or supervisor upon learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

5.4 Telephones

Pet Supplies Plus telephone lines are intended for company business. Personal calls should be kept to an absolute minimum.

Employees should not regularly use voice mail as a device to avoid accepting calls. Voice mailbox greetings should be changed to indicate absences of more than one day out of the office. If there are instances where calls are shunted to voice mail in order to maximize "working time," employees should endeavor to return those calls in a prompt manner, and in no case, should the call remain unreturned for more than 24 hours. The emphasis here is to eliminate as many call backs as possible. Employees should bear in mind that calls from our customers are not "work interruptions," but are, in fact, our reason for being here.

5.5 Rest and Meal Periods

Paid breaks: all employees are entitled to one 15 minute paid break for every 3.5 hours worked. A break time & length is always to be assigned or approved by a manager. If you are working more than 3.5 hours but less than 7.0 hours in a shift, you will get one 15 minute paid break. If you are working more than 7.0 hours but less than 10.5 hours in a shift, you will get two 15 minute paid breaks or one 30 minute break. If you need additional time off during your shift, it will be unpaid time. This unpaid time must be approved in advance by your manager and you must punch out from the time clock.

All minors (under 18 years of age) will receive a 30 minute break for every 6 consecutive hours worked. It needs to fall between the 3rd and 5th hour. **Those employees under the age of 18 must sign the minor break sheet and log the start and end of their break.**

Section 6 - Leaves of Absence

6.1 Military Leave

A military leave of absence will be granted to employees who are absent from work because of active duty or reserve service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

The leave will be unpaid. However, employees may use any available paid time off for the absence.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.

Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

Please contact the WorkSmart System's Human Resource Department for more information or questions about military leave.

6.2 Indiana Military Family Leave

The purpose of The Indiana Military Family Leave Act is to allow eligible employees to spend time with family members who have been called up for active duty in the military.

To be eligible for military family leave, an employee must have been employed for at least twelve (12) months and must have worked at least 1,500 hours during the twelve-month period immediately preceding the leave.

The leave is available to an employee who is the spouse, parent, grandparent or sibling of a person who is ordered to active duty.

Eligible employees are provided an unpaid leave of absence of up to ten (10) working days (consecutive or non-consecutive) per year when the family member, who is a member of the U.S. Armed Forces, the U.S. Armed Forces Reserve Unit, or the Indiana Air or Army National Guard, is deployed for full-time military service on active duty orders for eighty-nine (89) days or longer.

Our company will require employees to use or exhaust any accrued PTO (Paid Time Off) prior to taking any unpaid time off for military family leave. Accrued paid time off taken under this policy shall count toward, and not be in addition to, the ten (10) working days of family military leave.

Health care benefits for which the eligible employee participated before taking leave under this policy will be continued during the leave period under the same structure and conditions. An eligible employee taking leave under this policy still will be required to pay the employee's portion of the health care insurance premium normally withheld from the employee's paycheck.

An eligible employee may take up to a total of ten (10) unpaid working days (consecutive or non-consecutive) of military family leave during a year. The days may be taken during one or more of the following periods, but may not exceed ten (10) days total:

- During the thirty (30) days before active duty orders are in effect;
- During a period in which the family member ordered to active duty is on leave while active duty orders are in effect; and/or

- During the thirty (30) days after the active duty orders are terminated.

An eligible employee who wants to take an unpaid military family leave under this policy must request leave under the policy by providing written notice of the date the leave will begin, including a copy of the active duty orders if available, to the employee's direct supervisor or manager. The notice must be given at least thirty (30) days before the date on which the employee intends to take the leave, unless the active duty orders are issued less than thirty (30) days before the date the requested leave is to begin. In that situation, notice should be provided as soon as possible after the active duty orders are issued.

To the extent an employee's military family leave also qualifies for some other type of leave, such leaves shall run concurrently to the full extent allowed by law.

6.3 Illinois Family Military Leave Act

The Illinois Family Military Leave Act is designed to ensure that close family members of persons called to active military duty have an opportunity to spend time with their spouses and children before deployment without risk of losing their job. To qualify to take leave under the Illinois Family Military Leave Act, employees must:

- Be the spouse or parent of a person called to military service of more than 30 days by either the president or the governor.
- Have been employed for at least 12 months.
- Have worked more than 1,250 hours during the 12 months immediately preceding the leave.
- Provide at least 14 days' notice when the leave will be five days or more, or as much notice as possible when the leave will be less than five days.

This act gives family members a chance to spend time with the guard member or reservist before the person leaves for military service.

Employers with 15 to 50 employees must provide a maximum of 15 days' leave, while larger employers must provide up to 30 days. Employees are required to schedule their leave to provide minimal workplace disruption.

Employers may not retaliate against employees in any way for taking leave under the act, and employees must be restored to the same or an equivalent position upon their return. Since family military leave does not depend on a medical condition, no FMLA issues arise.

Our company will require employees to use or exhaust any accrued PTO prior to taking any unpaid time off for this leave. Accrued paid time off taken under this policy shall count toward, and not be in addition to, the time given for Illinois Family Military Leave.

6.4 Family and Medical Leave

Under the federal Family and Medical Leave Act of 1993, as amended January 28, 2008 (FMLA or federal FMLA), you may take up to 12 weeks of job-protected Family and Medical Leave in a 12-month period if you meet certain criteria under the statute.

If you are qualified for FMLA leave, you may take up to 12 weeks unpaid leave for family and/or medical leave in a rolling backward 12 month period.

Under the policy, the reasons for a Family Medical Leave are:

1. The birth of a child and to care for such child or placement for adoption or foster care of a child;
2. To care for an immediate family member (spouse, child, parent) with a serious health condition (please contact WorkSmart Systems for full description of "serious health condition");
3. Because of a serious health condition which renders you unable to work; or
4. Because of any qualifying exigency (as defined by U.S. Department of Labor regulations) arising out of the fact that your spouse, son, daughter or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

An eligible employee also may take Service Member Family Caregiver Leave to care for a spouse, son, daughter or next of kin who is a covered service member, defined as a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. Eligible employees are entitled to a total of 26 weeks of unpaid Service Member Family Caregiver Leave during a 12-month period. This leave shall only be available during a single 12 month period. If an employee takes other leave covered by the federal FMLA under numbers 1-4 above, the combined leave shall not exceed 26 weeks during that 12-month period.

A husband and wife, when both are eligible for FMLA and both work at our company are eligible for a combined 12 weeks unpaid leave during any rolling backward 12 month-period if the leave is taken:

1. For the birth of the employee's son or daughter or to care for the child after birth;
2. For placement of a son or daughter with the employee for adoption or foster care, or to care for the child after placement;
3. To care for the employee's parent with a serious health condition (please contact WorkSmart Systems for full description of "serious health condition"); or
4. Because of any qualifying exigency (as defined by U.S. Department of Labor regulations) arising out of the fact that the employee's spouse, son, daughter or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

A husband and wife, when both are eligible for FMLA and both work at our company, are eligible for a combined 26 weeks unpaid leave of Service Member Family Caregiver Leave

during the single 12-month period described earlier in this policy. If the husband or wife takes leave for one of the reasons described in items 1-4 above, that leave also may count toward the 26 weeks of combined leave during that single 12-month period.

Intermittent leave also may be available depending upon your serious health condition or your immediate family member's serious health condition. Employees may not take intermittent or reduced schedule leave for the birth or placement of a child for adoption or foster care without prior approval. Service Member Family Caregiver Leave may be taken intermittently or on a reduced leave schedule when medically necessary.

A request for reasonable documentation of family relationship verifying the legitimacy of a Family Medical Leave may be required.

To qualify for Family Medical Leave, an employee must have worked at our company at least 12 months, must have worked at least 1,250 hours during the past 12 months, and must work at a location that employs at least 50 employees within 75 miles. In addition, your reason for the leave must be covered under FMLA and you must provide a completed FMLA Certification of Health Care Provider Form supporting the need for the leave. A request for leave because of any qualifying exigency arising out of the fact that an immediate family member is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation must be supported by a certification issued at such time and in such manner as the FMLA regulations may dictate.

If the leave is foreseeable (birth or placement, planned medical care, leave due to active duty of immediate family member), the employee must provide at least 30 days advance notice. If circumstances prevent providing the 30 days advance notice, then the employee should provide as much notice as possible. If an employee fails to give the required notice for foreseeable leave with no reasonable excuse, the employee may be denied the taking of the leave until the employee provides adequate notice of need for the leave. Employees should make every reasonable effort to schedule medical treatments so as not to disrupt the ongoing operations of the company.

During the approved Family Medical Leave, your benefits will continue, but if you go without pay, you must pay your share of health, dental and voluntary life insurance premiums (if applicable).

So that an employee's return to work can be properly scheduled, an employee on leave is requested to provide at least two weeks notice of the date the employee intends to return to work. When the leave ends, the employee will be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.

If an employee fails to return to work on the agreed upon return date, our company will assume that the employee has voluntarily resigned.

Section 7 - Employee Conduct and Disciplinary Action

7.1 Employee Conduct and Work Rules

To ensure orderly operations and provide the best possible work environment, we expect employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace or that could result in termination of employment. However, the following are some examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal or possession of property
- Working under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty or while performing assigned tasks.
- Fighting or threatening violence in the workplace
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of employer-owned or customer-owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Smoking in prohibited areas
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Excessive absenteeism or any absence without notice
- Violation of personnel policies
- Unsatisfactory performance or conduct
- Falsification of any company records, including employment applications

7.2 Progressive Discipline

The purpose of this policy is to state our position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

Our company's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence and prepare the employee for satisfactory service in the future.

Although employment with Pet Supplies Plus is based on mutual consent and both the employee and our company have the right to terminate employment at will, with or without cause or advance notice, we may use progressive discipline at our discretion.

Disciplinary action may call for any of four steps: verbal warning, written warning, suspension with or without pay, or termination of employment, depending on the severity

of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed.

With respect to most disciplinary problems, these steps will normally be followed: a first offense may call for a verbal warning; a next offense may be followed by written warning; another offense may lead to a suspension; and, still another offense may then lead to termination of employment.

Our company recognizes that there are certain types of employee problems that are serious enough to justify either a suspension or, in extreme situations, termination of employment, without going through the usual progressive discipline steps.

While it is impossible to list every type of behavior that may be deemed a serious offense, the Employee Conduct and Work Rules policy includes examples of problems that may result in immediate suspension or termination of employment. However, the problems listed are not all necessarily serious offenses, but may be examples of unsatisfactory conduct that will trigger progressive discipline.

By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and the company.

7.3 Drug and Alcohol Use

It is our company's desire to provide a drug-free, healthful and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While on our premises and while conducting business-related activities off premises, no employee may use, possess, distribute, sell or be under the influence of illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

The use of alcohol while on the job is prohibited as well, unless it is part of a management approved function.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

Employees with questions or concerns about substance dependency or abuse are encouraged to use the resources of the Employee Assistance Program. They may also wish to discuss these matters with their manager or supervisor to receive assistance or referrals to appropriate resources in the community.

Employees with questions on this policy or issues related to drug or alcohol use in the workplace should raise their concerns with their manager, supervisor or contact at WorkSmart Systems.

7.4 Sexual and Other Unlawful Harassment

Pet Supplies Plus is committed to providing a work environment that is free of discrimination and unlawful harassment. Actions, words, jokes, threats, negative stereotyping or other inappropriate comments based on an individual's sex, race, ethnicity, age, religion or any other legally protected characteristic will not be tolerated. As an example, sexual harassment (both overt and subtle) is a form of employee misconduct that is demeaning to another person, undermines the integrity of the employment relationship and is strictly prohibited. Sexual or sex-based harassment occurs when unwelcome conduct of a sexual nature becomes a condition of an employee's continued employment, affects other employment decisions regarding the employee or creates a hostile, intimidating or offensive working environment.

Any employee who believes he or she has been sexually harassed or has encountered other unlawful harassment should promptly report the matter to his or her manager. If the manager is unavailable or the employee believes it would be inappropriate to contact that person, the employee should immediately contact any other member of management. Employees can raise concerns and make reports without fear of reprisal.

Any supervisor or manager who becomes aware of possible sexual or other unlawful harassment should promptly contact WorkSmart Systems.

A thorough and impartial investigation of all complaints will be conducted in a timely and confidential manner. Anyone found to have engaged in sexual or other unlawful harassment will be subject to disciplinary action, up to and including termination of employment.

7.5 Attendance and Punctuality

To maintain a safe and productive work environment, our company expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the company. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor or manager as soon as possible in advance of the anticipated tardiness or absence.

If an employee does not call or show up for a scheduled shift this is a “no call – no show”. One “no call – no show” may result in disciplinary action, up to and including termination of employment. Two “no call – no shows” is a resignation of employment by the employee.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

7.6 Personal Appearance

Dress, grooming and personal cleanliness standards contribute to the morale of all employees and affect the business image Pet Supplies Plus presents to customers and visitors.

To create and maintain an easy and distinct method for our customers to identify all our team members, we have adopted a Uniform and Shirt program for our retail team members. This will include Green polo style Pet Supplies Plus shirts provided to the team members each year and Blue or Black pants provided by each team member.

Neat, clean, tidy, modest appearance at all times. That includes pants pulled up, cinched at the waist with no under clothing visible. Employees are expected to follow good hygiene in their cleanliness and appearance. Pants include slacks, jeans, cargo shorts, or dress shorts without any holes or alteration of appearance. Appropriate length for shorts is mid thigh length or longer. No sweat pants or sport shorts are allowed.

For safety reasons, appropriate footwear must be worn at all times. Open toed shoes or sandals, crocs, and other casual type footwear are forbidden to be worn while working at Pet Supplies Plus.

7.7 Return of Property

Employees are responsible for all company owned property, materials or written information issued to them or in their possession or control. Employees must return all company property on or before their last day of work. Our company may take all action deemed appropriate to recover or protect its property.

7.8 Resignation

Resignation is a voluntary act initiated by the employee to terminate employment. Although advance notice is not required, we request at least 2 week(s) written resignation notice from all employees.

7.9 Drug Testing

Pet Supplies Plus is committed to providing a safe, efficient and productive work environment for all employees. Using or being under the influence of drugs on the job may pose serious safety and health risks.

We reserve the right to drug test as deemed necessary:

- Pre-employment

- Random
- Post Accident/Incident
- Reasonable Suspicion
- Return to Work
- Follow up

The Employee Assistance Program (EAP) provides confidential counseling and referral services to employees for assistance with such problems as drug and/or alcohol abuse or addiction. It is the employee's responsibility to seek assistance from the EAP prior to reaching a point where his or her judgment, performance, or behavior has led to imminent disciplinary action. Participation in the EAP after the disciplinary process has begun may not preclude disciplinary action, up to and including termination of employment.

Additional details regarding this policy can be found in our separate comprehensive drug policy.

Questions concerning this policy or its administration should be directed to your supervisor or manager.

7.10 Problem Resolution

Pet Supplies Plus is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from our company and management.

We strive to ensure fair and honest treatment of all employees. Managers and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism.

Section 8 - Miscellaneous

8.1 Employee Purchases, Employee Feeding and Damaged Bags Policy

Employee Purchases Policy:

- **Employee purchases are to be rung up by a manager or a super cashier only.** Employee discounts are extended only to the employee and not to other family members or friends. But only the employee themselves can be rung up as the customer receiving the employee discount. In addition, all purchases must be taken immediately out to your car at the time the purchase is rung up. Employee discounts can only be given at the store where you are currently on staff.
- Whenever we are able to offer a complete discount, or “**cost**” **sale** to employees, these purchases can only be rung by the General Manager. It can only be one purchase, with a list given to the general manager in advance of that purchase.

- **IOU's are never allowed.** No product is to ever leave the store without being paid for. There are no exceptions on this. This is never allowed with any customer at any time.

Employee Feeding Program Policy:

- When our vendors extend an offer of free or reduced price merchandise (such as an employee feeding program) drawn from our store inventory, all of the rules above still apply to how that sale is rung up. Our staff is allowed to accept samples given by sales reps (without ringing up a sale) only when those products are clearly drawn from the sales reps inventory.

Damaged Product Policy:

- All damaged product should be taped up and put in backroom, logged in, and deceased. Follow the procedures of your store regarding the location of damaged merchandise in the stockroom. **The decision to distribute any damaged merchandise to local rescues or non-profit groups can only be done by the General Manager.**

ACKNOWLEDGEMENT

Handbook Issue Date:

The undersigned employee/subcontractor of Pet Supplies Plus hereby acknowledges receipt of this Employee Handbook; stipulates and agrees that he or she has carefully read the same and understands the terms and provisions therein set forth; and stipulates and agrees to be bound by all of the terms and conditions set forth therein.

The undersigned further stipulates and acknowledges that the Employee Handbook is subject to change and therefore is not considered a contract of employment.

Signature

Printed Name

Date

PET SUPPLIES PLUS STATEMENT OF PURPOSE

At PET SUPPLIES Plus we have one mission, one purpose, only one reason that we exist: **To Serve Our Customers.**

Every single action, every decision, every move you make while serving with us needs to be made for the sole purpose of **Serving The Customer.**

Let's take a further look at this:

Our purpose is NOT to have an efficient and friendly check out procedure – we strive to have an efficient and friendly check out procedure **To Serve Our Customer Better.**

Our purpose is NOT to have a clean and well organized store – we strive to have a clean and well organized store to **Better Serve Our Customers.**

Our purpose is NOT to create thoughtful, eye catching, easy to shop merchandising displays – we create them to **Better Serve Our Customers.**

Let's review – Why are we here?

TO SERVE OUR CUSTOMERS

I have received and read a copy of the PSP Statement of Purpose. I agree to follow it as a condition of my continued employment.

Name Printed _____

Signature _____

Date _____