

# TEAM MEMBER HANDBOOK



*Digby's*  
**MARKET**<sup>TM</sup>  
**BETTER IN UTAH**<sup>TM</sup>



# WELCOME TO DIGBY'S MARKET

We are excited to have you be a part of our Vibrant Team! Our team uses their creativity and skills to serve our fellow team members and provide the best guest experience around. This is what sets Digby's apart from the competition. We have fun, work hard, smile, and greet each guest that comes in. Trust is one of the most important elements of success. If we have mutual trust in each other and sincere service, then our Guests will have trust in us. This creates loyalty and a successful environment for all. We encourage your ideas to better serve you and our guests.

Here at Digby's, we live by our Promise:

**We provide quality, simple, fresh food at a value to our community, with honest and sincere service.**

Our Motto is:

**The Friendships of those we serve is the foundation of our Progress.**

Some of the things that set Digby's apart from others include:

- Fresh donuts made from scratch daily
- Fresh Tortillas made in-store
- Chef prepared meals in our Deli
- Fresh homemade salsas
- Freshly Popped Popcorn
- Fresh cut fruits and vegetables prepared in-store
- High-quality meat offerings with a butcher on site
- Full-service Floral Department



## Digby's Core Values:

### EXCEPTIONAL SERVICE

Guest Service is an integral part of serving our community and creates value and trust in our Team and Guests. We go the extra mile to walk our guests to the product, greet each guest that enters our doors and provide a fun place for our team to work.



### QUALITY

Quality in the products we offer, Knowledge from our team, and exceptional service create Quality in all aspects of what Digby's stands for. "Treat others the way you want to be treated", and "If you wouldn't buy it for your family, please do not sell it to their families", are both sayings that we live by to ensure our quality standards.



### VIBRANT WORKPLACE

Diversity, inclusion, and teamwork create a vibrant fun workplace, which we feel is the lifeblood of a good business.



### COMMUNITY

Digby's Market a Locally owned and operated Grocery store, and as such we are big supporters of this amazing place we call home. We feel that as a destination for many people, it is our duty to bring in locally produced items and make more people aware of these vendors in our community.



# GUEST RELATIONS

## TREAT OTHERS THE WAY YOU WOULD LIKE TO BE TREATED

Adhere to the Golden Rule in all our interactions with guests, team members, suppliers and the public. We define the Golden Rule as:

- Treat others the way you would like to be treated
- To provide products and services of the highest quality and greatest possible value in our store, gaining and holding our guests' respect and loyalty
- To do business with our guests, team members, suppliers, and community we must be based on honesty and integrity.

A major reason for guests favoring one grocery store over another is their trust in the Team Members. The better you know the store, the more trust the guest has in you, and in turn the store.

It is important that our Team Members:

- Greet each guest with a smile
- Know our store services.
- Know the location of items so that you will be able to take the guest to them.
- Keep up to date on new products.
- Know what's on Sale and how Coupons work
- Know Store Policies

At Digby's we expect our Team to be friendly, courteous, and enthusiastic. Your priority is to make each guest feel welcome and comfortable with our store.

## WHY IS GUEST SERVICE IMPORTANT TO EVERY TEAM MEMBER?

- Guests are the lifeblood of our business.
- Satisfied guests mean repeat business. Happy guests return again and again, and new business is created when guests recommend us to others.
- All guest complaints, concerns, or comments must be handled politely and honestly. When you need further assistance in handling a concern, call or escort the guest to the Store Manager or someone who can assist them.

## WHY IS EVERY TEAM MEMBER IMPORTANT TO OUR GUESTS?

- You represent the company, and the values it has.
- No matter what your job is, we all serve the guests
- Your attitudes and actions will determine whether we meet the guest's expectations of excellent service.
- The most important thing is that our guests leave the store satisfied and wanting to come back for another great shopping experience.

## ANSWERING THE TELEPHONE

Each time you answer the telephone, you represent the store. Please answer **"Thank you for calling Digby's Market, this is (state your name), how may I help you?"**

Always use a professional tone and give the guest your full attention. If you do not have an answer to a guest's question, ask if they would like to wait or if you can take their name and number and call back when you have the requested information.

## TIPS/GIFTS FROM GUESTS

It is our policy to provide all our services promptly and cheerfully. This high service level is Digby's Market's most important quality that sets us apart from the competition. Asking for tips for any service is not acceptable. While, on occasion, a guest may insist on tipping a team member, such as online delivery or a grocery clerk, Digby's expects that these services are provided free of tips. However, if they insist, you may accept the tip.

# TEAM MEMBER PAY

## WAGES

You will be informed of your wage at the time you are employed and each time you are assigned to a different position. An annual review will be scheduled with your immediate supervisor or manager close to your hire/anniversary date each year.

You will be compensated at a rate that is determined to be reasonable considering:

- Wages paid to other team members in similar positions
- Your productivity and performance
- The Store and Departments budget
- General economic conditions

Team Members will be paid bi-weekly every other Thursday for the previous two weeks. It is suggested that you review your paystubs from time to time. Paystubs are accessed through the team member portal. Digby's Market workweek is Sunday morning at midnight and ends Saturday evening at 11:59pm. Pay information including wage, deductions, and hour accruals are available online. Please see Human Resources for more information.

## Sunday Premium

A team member is entitled to Sunday premium pay equal to one and one-quarter (1.25) times your regular rate of pay for each hour of Sunday work. For this purpose, Sunday work consists of non-overtime work during a team members regularly scheduled basic shift that begins or ends on a Sunday.

## Overtime Pay

All work performed in excess of forty (40) hours in a workweek will be paid at a rate of one and one half (1.5) times your regular rate of pay. This provision does not apply to exempt Team Members who receive a weekly salary in lieu of an hourly rate. If an hourly Team Member works on any of the (6)-Specified Holidays they will be paid one and one half (1.5) times their regular rate of pay for all hours worked that day

## Sick Pay

Team Members who average 30+ hours will begin accruing sick leave, after ninety (90) days of continuous (30+ hours) employment. Sick pay will accrue based on a rate of 1.85 per 80 hours worked. Approximately four (4) hours for each full month of continuous full-time service and may accrue up to a maximum of 240 hours. Sick Pay is calculated on your base hourly rate, exclusive of overtime and bonuses.

Sick Pay is to be used in the event of illness, disability, or if a spouse, unmarried child or immediate family member in your household is hospitalized and in conjunction with applicable federal or state leave provisions.

Sick Pay will be paid out in 1-hour increments. Time paid under this benefit will not be calculated as hours worked for the purpose of paying overtime premiums.

Sick pay is not available as additional compensation, and the residual is not paid out upon termination, retirement, or at the end of the year.

## Scheduling of Sick Pay

To receive sick pay, you must notify your manager on the first day of the absence and each subsequent day thereafter. Sick leave will be paid on the first day of the illness for the hours that you would have worked that day. If you are at work and need to leave because of an illness you may use sick pay for the hours missed.

All sick pay must be approved by your supervisor. Documentation of medical illness may be required to qualify for sick pay and/or eligibility to return to work. Any Team Member found to have falsified or misrepresented sick time will be subject to corrective action up and including termination.

## Sick Pay and FMLA

Whenever an absence due to an illness qualifies for FMLA leave, the time will be designated as FMLA leave.



## Vacation Pay

Our “vacation year” is based upon an anniversary year. This means that your vacation year begins on the date you started work with our Company and runs until the day before that date in the next calendar year. Time paid under this benefit will not be calculated as hours worked for the purpose of paying over-time premiums.

Number of years Completed	Accrual rate *Based on 40 hrs per week for the year
0-3	1 week of vacation based on hours worked*
4-7	2 weeks of vacation based on hours worked*
8-15	3 weeks of vacation based on hours worked*
16-19	4 weeks of vacation based on hours worked*
20+	5 weeks of vacation based on hours worked*

## Earning Vacation

Earned vacation pay will be eligible to use after 90 days of continuous employment. Vacation pay is earned on all hours worked up to 50 hours weekly. Team Members do not earn vacation during unpaid leaves of absence.

A Maximum of 240 hours of Vacation may be earned/accrued at one time. Once a team members bucket of 240 hours is full no more hours may be accrued/earned, until hours get used.

## Scheduling Vacation

Vacations should be scheduled at a time mutually convenient to you and Digby’s Market. Due to the heavy volume of business during the holidays, we encourage team members to refrain from taking vacations during these busy periods. Vacations are scheduled on a first-come, first-serve basis and must be approved by your Manager. Please notify your manager as far in advance as possible of the time that you wish to take for you vacation.

## Vacation Payout

Digby’s encourages team members to use their available vacation pay in the twelve (12) month

period following their annual anniversary date. If a team member does not use all of their vacation pay before their next anniversary date, they may be allowed to carry it over to the next year up to 240 maximum hours. Vacation Payouts can be used to reduce the total number of hours before hitting that maximum. All requests will be reviewed by management for any special considerations.

## Vacation at Termination

In the event you voluntarily leave our company, on good terms and give at least two (2) weeks’ written notice, you will receive any unused but “available” vacation pay through the last anniversary date. If you are discharged for any reason or do not give proper notice, you will forfeit all vacation pay benefits. Unused vacation time cannot be used as part of your two-week notice.

## Holiday Pay

Team Members who average over 30+ hours per week are eligible to receive holiday pay after 90 days of continuous employment. The following are holidays paid each year:

New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Hourly Team Members will be paid time and one-half (1.5) of their regular rate if they are scheduled and work any of the paid holidays.

## Bereavement Pay

Digby’s Market offers team members bereavement pay in the case of death to a family member. Hours worked average is determined at the time of the request.

- Digby’s Market offers team members who average 30+ hours per week the following PAID TIME OFF to grieve or to attend the arrangements related to the death of a family member:
- May be allowed up to five (5) days in the event of the death of a parent, spouse, domestic partner, child, or stepchild.

- May be allowed up to three (3) days of funeral leave for the death of a sibling, father or mother-in-law, brother or sister-in-law, grandparent, or grandchild.
- May be allowed one (1) day of funeral leave for the death of any other family relation not mentioned above

Digby's Market offers team members who average less than 30 hours per week (Part-time) the following PAID TIME OFF to grieve or to attend the arrangements related to the death of a family member:

- May be allowed up to two (2) days in the event of the death of a parent, spouse, domestic partner, child, or stepchild.
- May be allowed up to one (1) day of funeral leave for the death of a sibling, father or mother-in-law, brother or sister-in-law, grandparent, or grandchild.
- May be allowed unpaid time off for the death of any other family relation not mentioned above

To receive bereavement pay speak with your manager on how to appropriately request the time off. A Bereavement Pay slip must be submitted to Human Resources for payroll processing.

Time paid under this benefit will not be calculated as hours worked towards overtime premiums. Bereavement pay will not be paid in addition to other types of pay for the same day, such as holiday pay or vacation pay. Documentation may be requested.

### **Garnishments**

In Utah, it is unlawful for an employer to withhold or divert part of a Team Member's wages unless the employer is required to withhold or divert the wages by court order or by state or federal law or unless the Team Member expressly authorizes the deduction in writing. An employer may not make deductions for damages but may pursue legitimate claims of damages, offsets, or recoupments in a civil action against a Team Member. Should we be served with a court-ordered assignment or garnishment on your wages, we are required by law to withhold the amount stated.





# TEAM MEMBER BENEFITS

## Status Definitions

- **Part-time:** Hourly Team Members who are regularly scheduled and work twelve (12) hours or more, but less than thirty (30) hours, each week are defined as part-time. If a Team Member is scheduled and works less than thirty (30) hours a week for twelve (12) consecutive weeks, they may be reclassified as part-time, at the beginning of the thirteenth (13th) week. Qualified Leaves of Absence (FMLA, Workers Comp., etc....) will not count against these hours.
- **Full-time:** Hourly Team Members who are hired as such and are regularly scheduled and work thirty (30) hours or more each week are defined as full-time. If a part-time Team Member is scheduled and works more than thirty (30) hours for twelve (12) consecutive weeks, less call-in hours, they may be reclassified as full time upon approval of the Store Director, with their reclassified full-time date starting at the beginning of the thirteenth (13th) week. This provision does not apply to temporary or part-time Team Members working seasonal hours. Qualified Leaves of Absence (FMLA, Workers Comp., etc....) will not count against these hours.

## MEDICAL, DENTAL, AND LIFE INSURANCE:

Digby's Market offers one of the most comprehensive benefits packages in our industry. We believe that the benefits we offer will enhance the quality of life for you and your family. Some of the benefits are available to full-time team members immediately upon employment, while others are available after a specified waiting period.

More detailed information can be found in the Summary Plan Descriptions and individual plan documents or by contacting your Store Manager or Human Resources. In the event of a conflict between this handbook and a plan document, the terms of the applicable plan document will take precedence.

Digby's Market periodically reviews its benefits programs and may make changes to the benefits

it offers as it deems appropriate. Digby's Market reserves the right to change, alter, suspend, terminate, or supplement these plans at any time and for any reason without prior notice.

## COBRA (Consolidated Omnibus Budget Reconciliation Act):

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) allows Team Members and their qualified beneficiaries to continue health insurance coverage under Digby's Market health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment (for reasons other than gross misconduct), or death of a Team Member; a reduction in a Team Member's hours or a leave of absence; a Team Member's divorce or legal separation; or a dependent child no longer meeting eligibility requirements.

Digby's Market or its Plan Administrator will provide each eligible Team Member with a written notice describing rights granted under COBRA when the Team Member terminates and becomes eligible for COBRA coverage under Digby's Market health insurance plan. The notice contains important information about team members' rights and obligations. You will have 60 days from the date you lose coverage or 60 days from the date you receive such information, whichever is later, to elect continued coverage.

Under COBRA, the Team Member or beneficiary pays the full cost of coverage at Digby's Market's group rates plus an administration fee. Coverage will end if any of the following events should occur: Digby's Market no longer provides health coverage to any of its Team Members; the premium for continued coverage is not paid; you become covered as a Team Member or otherwise under another group health plan, or you become eligible for Medicare.

For further insurance information, please contact your Store Director or Human Resources.



### **401(K) PROFIT-SHARING PLAN:**

Digby's Market has a 401(k) Profit Sharing Plan to provide our team with the opportunity to save for your long-term retirement on a tax-advantaged basis. Upon eligibility, you may elect to contribute a portion of your compensation to Digby's 401(k) plan and Digby's Market may make a matching contribution to your plan. Please contact your Store Manager or Human Resources for further information.

### **FAMILY AND MEDICAL LEAVE POLICY (FMLA):**

In compliance with the Family and Medical Leave Act of 1993 (FMLA) and January 28, 2008, Military Family Leave Provisions, allows eligible Team Members to take up to twelve (12) work-weeks of unpaid leave for various family and medical reasons and up to 26 weeks for qualifying events connected to the Military Caregiver provisions of the law.

An "eligible Team Member" is defined as a Team Member who has been employed by Digby's Market for at least 12 months (not necessarily consecutive) and who has worked at least 1,250 hours during the 12 months preceding the leave and works at a location with at least 50 Team Members within 75 miles of the Team Member's worksite.

Family and Medical Leave will be granted to eligible Team Members for the following reasons:

- Family Leave of up to 12 weeks for the birth of the Team Member's child;
- Family Leave of up to 12 weeks for the placement of a child with the Team Member for adoption or foster care;
- Family leave to bond with a newborn or adopted child (leave must be taken within 1 year of the child's birth or placement);
- Medical Leave of up to 12 weeks to care for a spouse, child, or parent with a serious health condition; or
- Medical Leave of up to 12 weeks due to the Team Member's own serious health condition that makes it impossible for the Team Member to perform the functions of his or her job.

- Military Exigency Leave of up to 12 weeks to deal with exigencies resulting from a Federal Contingency Act
- Military Caregiver Leave of up to 26 weeks to care for a covered military family member who is injured in the line of duty.

### **Notice and Procedures for Requesting a Leave**

Team Members should make requests for medical leave with Store Manager or Human Resources in advance of foreseeable events and as soon as possible for unforeseen events. Once Digby's Market has become aware that a Team Member's need for leave is for a reason that may qualify under FMLA, we will inform the Team Member if he or she is eligible for FMLA leave. If the Team Member is eligible, we will also inform the Team Member of their rights and responsibilities. If the Team Member is not eligible, we will inform the Team Member of the reason for ineligibility.

### **Certification for Medical Leaves:**

A Team Member requesting FMLA leave to care for a spouse, child, parent, or due to his or her, serious health condition must provide Digby's Market with a medical certification completed by a health care provider verifying the need for medical leave and the probable duration of the leave. Digby's Market will not determine if a leave falls under the FMLA guidelines until the medical certification form is received. Digby's Market may require a Team Member on FMLA leave to report periodically on his or her status or intent to return while on leave.

### **Use of Paid Leave:**

Team Members are required to use accrued paid vacation, or sick leave for any type of family or medical leave. After using any paid time off for the FMLA leave, the balance of the FMLA leave will be provided without compensation. A balance of 20 hours of vacation may be saved for future use.

## **FAMILY AND MEDICAL LEAVE POLICY (FMLA): (Continued)**

### **Intermittent and Reduced Hour Leave:**

We recognize that in some circumstances you may not need continuous time off. An intermittent or reduced hour leave permits you to attend scheduled recurring appointments for medical treatment or to care for a spouse, child, or parent with a serious health condition.

Medical certification of the need for intermittent or reduced hours leave will be required. In addition to the information required above, the certification must also indicate:

- 1) The dates treatment will be given and the duration of treatment.
- 2) A statement of the medical necessity for intermittent leave or reduced leaves schedule.

### **Health Care Coverage**

A Team Member may continue coverage under Digby's Market group health and dental plans for the duration of the FMLA leave at the same level and under the same terms and conditions as if they were not on leave. A Team Member is required to continue to pay their portion of the monthly premium. Payment arrangements can be made with Store Director or Human Resources to maintain health and dental insurance benefits while on leave. Failure to make insurance premium payments may result in a loss of insurance coverage. Whether or not the Team Member elects to continue medical coverage during the FMLA leave, when they returns to employment, they will be reinstated to the same coverage as they had before the leave. If the Team Member chooses not to return to work for reasons other than (1) the continuation, recurrence, or onset of a serious health condition that would entitle the Team Member to FMLA leave or another circumstance beyond the Team Member's control, Digby's Market will recover from the Team Member the premium that was paid for the Team Member's health coverage.

Following this twelve (12) week period or upon termination of insurance coverage, you may continue coverage under COBRA, covered above.

### **Continuation of Benefits While on Leave:**

While on leave, you will not lose your length of service. You will not accrue additional time toward increased benefits or progression wage increases, nor will you be entitled to holiday pay while on leave.

### **Reinstatement:**

Upon returning from FMLA leave, a Team Member will be restored to their original position or be placed in an equivalent position with equivalent employment benefits and pay. If a Team Member takes FMLA leave due to his or her serious health condition, the Team Member must present Digby's Market with a fitness-for-duty certification completed by the Team Member's health care provider before returning to work.

### **FMLA Rights:**

An employer may not interfere with a Team Member's FMLA rights or retaliate against a Team Member for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

Team Members may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights. U.S. Department of Labor, Wage and Hour Division, 1-866-4-USWAGE, 1-866-487-9243, [www.dol.gov/whd](http://www.dol.gov/whd)

### **JURY DUTY**

If you receive a jury summons or subpoena, you should immediately make your supervisor aware of this. Digby's Market will pay exempt Team Members the difference between jury duty pay and the normal salary for the period of duty, not to exceed one week. You must submit proof of jury payment to your Manager. However, non-salaried Team Members will receive only the stipend paid by the court for their service on the jury.

Digby's Market encourages Team Members to appear in court for witness duty when subpoenaed.

## MILITARY LEAVE

If you require time off from work to fulfill military duties, you will be treated in accordance with applicable requirements of state and federal laws. You are expected to notify your supervisor and provide a copy of your orders as soon as possible.

An eligible Team Member who provides proper notice of reserve training or military service will be granted unpaid military leave for up to five years. During your military leave of absence, your benefit coverage will be the same as for any other Team Member on an unpaid leave of absence. Medical coverage may be continued based on the provisions of the Uniformed Services Employment Rights Act of 1994 (USERRA). Team Members may apply any earned, accrued vacation time before the beginning of their unpaid military service leave if they wish; however, they are not obligated to do so.

## WORKER'S COMPENSATION INSURANCE

We provide Worker's Compensation Insurance for you while on the job. If you are injured on the job, immediately contact the Store Director or person in charge for the proper medical procedures and to complete the necessary injury reports. Failure to do so may jeopardize your benefits or cause claim-processing delays which may lead to disciplinary action. Medical expenses and compensated time lost due to an on-the-job injury are paid in accordance with state law. If you are injured on the job because of an accident, Digby's Market may require you to immediately report for a drug test at the site designated by Digby's Market.

## VOTING

We encourage Team Members to exercise their voting rights in all municipal, state, and federal elections. Under most circumstances, it is possible for Team Members to vote either before or after work. If it is necessary for Team Members to arrive late or leave early to vote in any election

Team Members should arrange with their supervisor no later than the day before Election Day.





# TEAM MEMBER POLICIES AND PROCEDURES

## ATTENDANCE AND SCHEDULES

Absences and tardiness affect the guests and your fellow Team Members. Excessive or habitual absenteeism or tardiness will not be tolerated. You must notify your manager in advance if you are going to be late. If you are consistently late, appropriate disciplinary action will also be taken.

You are required to work your shift once the schedule is made. If an emergency arises, it is your responsibility to find a replacement and to notify your manager. When possible, you or your responsible party notify the manager that you are going to be absent at least two (2) hours before the start of your shift. You must report in advance each day you are absent unless you are on an approved leave of absence and your manager is aware. We may request a doctor's statement for absences called in due to illness.

You are not to leave your job during your normal work schedule without first obtaining permission from your Department Manager or the Person in charge of the store.

## NO CALL/NO SHOW

Digby's Market expects Team Members to report for work on time for every scheduled shift. Any Team Member who is unable to report to work at the designated time is required to notify his or her manager as soon as practically possible but no later than the team member's scheduled start time in accordance with the sick leave policy. Team Members who fail to report to work for two consecutive business days without notifying the company will be considered as having voluntarily resigned as a result of job abandonment.

If the team member is unable to contact the company for any absence, they should have a representative (such as a family member or friend) to do so on their behalf. If the team member or representative is unable to contact Digby's Market due to extreme circumstances (Such as medical emergency or natural disaster that prohibits the team member or their representative from

contacting the company within two days), the team member or their representative must contact the company as soon as practicable to explain the situation. In extreme circumstances, the employer will consider the explanation and its timing before determining if the voluntary resignation will be upheld.

## AVAILABILITY SCHEDULES

Your work schedule will be posted by Thursday for the next week. The schedule has been written to reflect the needs of our guests and the availability you have provided. There are times when circumstances may arise that you may be asked to stay longer than your scheduled shift. If this was to occur, we will provide you with as much advance notice as possible. If you foresee that you will need to stay longer than your scheduled shift to complete your work, please seek manager approval. Time worked outside of the posted schedule must be approved by management.

Changes in your work schedule can be made with approval from your Department Manager. Team Members may request time off for the following week if an online request is submitted to the Department Manager or supervisor by Tuesday of the previous week. Submitting a request off is not a guarantee that you will receive that day(s) off.

## BREAKS AND LUNCH

### Rest Breaks

Although these breaks are not required by law, and there may be times when they are not possible. Digby's Market encourages team members to take a 10 minute break when shopping patterns allow. Break should be coordinated with a supervisor.

Rest breaks should be 10 minutes in duration and should be:

- 10 minutes in duration for every 4 hours worked.
- They are offered only once to team members scheduled less than 7 hours
- Rest breaks are on the clock, meaning you don't have to clock out for a rest break.

- Rest breaks can be taken any time after your first 2 hours on the job on a given workday and may not be combined.
- Team Members are to remain in the building or on the property during their rest break.
- Rest breaks should be spent in the break room, so as not to cause a distraction to other workers who are not on a break.
- Breaks should be coordinated with your supervisor to ensure work is covered while you are on break.

### **Meal Breaks**

meal breaks and the amount of time that you are on a meal break are not paid time. *The 30 minute meal starts when you stop working and ends when you start working.*

Here's how it works:

- Team Members who work 6 hours or more hours a day are entitled to an unpaid meal break.
- Any minor under the age of 18 must receive a meal break of at least 30 minutes no later than five (5) hours from the time the shift begins
- You must clock out for your meal break.
- Meal breaks should be taken after the first 3-4 hours after the start of your shift.
- Work with your supervisor to determine the best time to take your meal break.

### **Emergency Breaks**

We understand there are times when a Team Member has an emergency such as when they feel ill or must take an urgent phone call. Talk to your supervisor in these situations so that your emergency can be accommodated.

### **Break Time Policy Violations**

While our breaktime policy is generous, breaks will be monitored to ensure that work does not suffer. Therefore, we reserve the right to discipline any Team Member found abusing the break time policy by, for example, taking too many breaks, taking breaks that are too long, disturbing staff that are not on break, or abusing the use of emergency break time.

### **TIME CLOCK PROCEDURES**

The purpose of the time clock is to ensure an accurate record of all time that you work for you to receive the correct payment of wages. You are required to clock in and out according to your schedule. Each Team Member must clock in and out for themselves and not permit anyone else to do it for them. Failure to follow this policy could result in termination. Should you forget to clock in or out, please use the form by the time clock and write in the missed punch.

It is our policy that all work performed by the Team Member for Digby's Market will be while you are "on the clock." Team Members must clock in and submit all hours worked. Team Members should contact their supervisor or Human Resources with any questions about how their pay is calculated, mistakes in their time records, if they perceive that anyone is interfering with their ability to record their time accurately and completely. All reports will be investigated, and appropriate corrective action will be taken when necessary. Digby's will not tolerate retaliation against Team Members for making a report or participating in an investigation.

You are to be at your work area ready to work at your scheduled starting time. Team Members must request permission from their manager if they need to leave early due to illness or personal reasons. You may punch in for work no more than six (6) minutes before your scheduled starting time and punch out within six (6) minutes after your scheduled ending time.

### **NON-FRATERNIZATION**

Team Members, both management and non-management, are prohibited from fraternizing or becoming romantically involved with other Team Members, vendors, salespeople, or independent contractors when, in the opinion of Digby's Market, their personal relationships may create a potential conflict of interest, cause disruption, create a negative or unprofessional work environment, or present concerns regarding supervision, safety, security, or morale.

Digby's Market may take whatever action it determines to be appropriate to avoid the actual

or potential conflict of interest. Such action may include but is not limited to, reassignments, changing shifts, or where it deems appropriate, corrective action, which may include termination. Any questions regarding this policy should be directed to Human Resources.

### **ANTI-VIOLENCE**

Any action, which in management's opinion is inappropriate at the workplace, will not be tolerated. Such behavior may include, but is not limited to, physical and/or verbal intimidating, threatening, or violent conduct, vandalism, sabotage, arson, use of weapons, or bullying.

Team Members should immediately report any such occurrences to their supervisor or Human Resources. Digby's Market will investigate all complaints. When Team Members are found to have engaged in any of the misconduct listed above, Digby's Market will take action that it believes is appropriate.

If a Team Member or a guest has a reasonable belief that they are at risk of personal injury, they are encouraged to contact law enforcement immediately and report the incident to Digby's Market. Team Members not involved should not try to intervene.

### **WEAPONS IN THE WORKPLACE**

Possession of weapons, including, but not limited to firearms and non-issued knives, presents the possibility of danger in the workplace .

It is a violation of our safety protocol to possess a weapon and should not be brought to the workplace. A Team Member legally permitted to possess a firearm may store the firearm in their vehicle in the Company parking lot. The firearm must not be in plain view, and the container and unoccupied vehicle must be locked.

### **INSPECTION**

Company-owned property such as storage facilities, vehicles, desks, Team Member lockers, or other property is subject to inspection at any time. Permission to enter or leave Company premises with briefcases, lunch boxes, personal vehicles, or any other closed containers is conditional on

the Team Member granting the Company a right of inspection on request. A request for inspection does not necessarily imply the accusation of wrongdoing. Failure to cooperate or consent may result in discipline, up to and including termination.

### **SOCIAL MEDIA**

Team Members should refrain from using social media while on work time or on the equipment we provide unless it is work-related as authorized by your manager.

Do not use the company email address to register on social networks, blogs, or other online tools utilized for personal use.

### **Social Media Guidelines**

At all times, Team Members who use social media such as blogs, wikis, and social networking sites what may contain postings related to the company, or its Team Members or affiliates, must comply with the following guidelines, regardless of where or when your use of social media takes place.

### **USE A DISCLAIMER**

Team Members may not speak on behalf of the company unless permission is specifically granted by the owners of the Company. Information shared via social media is the opinion of the Team Member - not the Company - and this should be communicated to recipients of the information. Never represent yourself as the spokesperson for the company.

### **ABIDE BY THE COMPANY'S CONFIDENTIALITY REQUIREMENTS**

Team Members must maintain the confidentiality of the Company's trade secrets and private or confidential information.

### **COMPLY WITH THE COMPANY'S POLICIES**

Team Members should ensure postings are consistent with the company's equal employment opportunity/unlawful harassment standard. Inappropriate postings that include discriminatory remarks, harassment, and threats of violence that are based on an individual's membership in a protected class will not be tolerated and may be



subject to disciplinary action up to and including termination.

### **USE OF GOOD JUDGMENT**

We ask that Digby's Market team members are always honest and accurate when posting information on news on social media, and are fair and courteous to fellow team members, guest, suppliers or others who work on behalf of the Company. We ask that you never post any false information.

Blogs and other forms of social media communications are individual interactions, not Company communications. Information shared via social media is generally public and may easily be viewed by Company Supervisors, Team Members, and Guests. Ultimately, you are solely responsible for what you post online.

Keep in mind that you are more likely to resolve work-related conflicts by speaking directly with co-workers or utilizing our problem-solving process than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints, criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed malicious, obscene, or threatening, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to defame someone or posts that create a hostile work environment as described in the Company's Equal Employment Opportunity/Unlawful Harassment/Other Accommodations Policy.

### **REPORT CONCERNS**

Your personal (or anyone else's) blog, wiki, or social networking site is not the most appropriate place to make a complaint regarding discrimination, harassment, or safety issues. To ensure your concerns are appropriately brought to the attention of the Company, we encourage Team Members to report such issues directly to their immediate Supervisor. Any Team Member who is concerned or apprehensive about reporting to their immediate Supervisor may instead report such issues to Human Resources or Store Manager.

### **OTHER EMPLOYMENT**

If you work in a secondary job outside Digby's Market, you must be sure that such employment does not conflict or interfere with your work schedule here.

Potential conflicts include, but are not limited to, conflict of interest by working in the same industry, working for another company within our store, working as a vendor servicing our store, schedule conflicts, absenteeism, tardiness, or the risk of compromising confidential information. Outside employment must be discussed and approved by your supervisor with the possible subsequent approval by the Store Manager.

### **GIFTS AND SPOILS FROM SUPPLIERS/VENDORS**

All Team Members are required to disclose to their Store Manager information regarding all gifts, premiums, samples, and offers of free use of goods or services offered by or received from suppliers, vendors, or others with whom we have a business relationship. Failure to disclose such information will be considered a violation of this policy. The Store Owners have the authority to use these items for prizes or give them to a Team Member.

Damaged merchandise (spoils) is not to be consumed by Team Members. When possible, merchandise may be repacked for guest sale, utilized by other departments in the store, or placed on the damaged merchandise rack.

### **TRAVEL TIME / OVERNIGHT TRAVEL**

Sometimes team members will be asked to travel as part of their job. For more information, reach out to Human Resources or Store Manager for the Policy.

### **COMMUNICATION IN THE STORE**

#### **Problem Solving**

Your work will always involve other people, rules, and procedures. There may be problems you think can be avoided or processes that can be improved, or decisions with which you do not agree. You may have suggestions or perspectives you want to have considered.

Team Members should discuss such issues with their immediate supervisor in a responsible way. Discussions held in a timely manner will enhance our ability to resolve concerns while they are fresh on everyone's mind. Most misunderstandings can be resolved at this level.

If the solution offered is not satisfactory, or if it is inappropriate to go to the supervisor, then Team Members are encouraged to take their problem to their Store Manager. If the problem still cannot be resolved, Team Members may submit a written complaint to Human Resources for review and a final decision about the situation will be made. Also, See the Employment Opportunity/Unlawful Harassment/Other Accommodations complaint procedure.

If you want or need help with any steps of this process, please reach out to Human Resources.

### **Bulletin Boards**

Informational bulletin boards are located throughout the store to communicate materials of special interest and to post announcements required by law. We encourage you to read all announcements regularly.

### **COMMUNICATION SYSTEMS**

The Company's computer network, access to the internet, email, and voicemail systems are business tools intended for Team Members to use in performing their job duties. Therefore all documents and files are the property of the Company. All information regarding access to the Company's computer resources, such as identifications are confidential Company information and may not be disclosed to non-Company Personnel.

All computer files, documents, and software created or stored on Company's Computer systems or cloud related storage systems are subject to review and inspection at any time. This includes web based email Team Members may access Company systems, whether password protected or not. Team Members should not assume that any such information is confidential, including email either sent or received.

Computer equipment is not to be removed from

the company premises without approval from Store Management. Upon separation of employment, all communication tools should be returned to the Company.

### **Email**

Email is to be used for business purposes during working times. While personal email is permitted, it is to be kept to a minimum. Personal email should be brief and sent or received as seldom as possible. The Company prohibits the display, transmittal, or downloading of material that is offensive, pornographic, obscene, profane, discriminatory, harassing, insulting, derogatory, or otherwise unlawful at any time. No one may solicit, promote, or advertise any outside organization, product, or service through the use of email or on Company premises during working times. Working time does not include breaks or meal periods. Management may monitor email from time to time.

Team Members are prohibited from unauthorized use of encryption keys or passwords or other Team Members to gain access to another Team Member's Email Messages.

### **Voicemail**

The Company voicemail system is intended for transmitting business-related information. Although the Company does not monitor voice messages as a routine matter, the Company reserves the right to access and disclose all messages sent over the voicemail system for any purpose. Team Members must use judgement and discretion in their personal use of voicemail and must keep such use to a minimum.

### **Telephones, Cell Phones, and Mobile Devices**

Team Members should normally conduct personal business and use personal communication devices during the authorized break and meal periods. Any use of such devices should not interfere with assigned work duties or be disruptive to coworkers. Talk to your supervisor if you have an urgent or emergency situation. Team Members who may use phones for business purposes should, when possible, use their phones in private areas or out of the view of guests. While at work, we expect Team Members to exercise the

same discretion when using personal communication devices as when using Company electronic communication systems.

Phones and mobile devices with cameras should not be used in a way that violates other Company guidelines such as, but not limited to, EEO/ Sexual Harassment and Confidential Information. Team Members' use of a cell phone or mobile device to access the company systems is prohibited without prior authorization. Such access, once authorized, may subject the Team Member's personal device to discovery requests or Company action. Team Members authorized to access Company systems and information using a personal device must immediately inform the Company if the device is lost or stolen.

For safety reasons, Team Members should avoid the use of cell phones and mobile devices to make calls or text while driving. Team Members should park whenever they need to use a cell phone. Generally stopping on the shoulder of the road is not acceptable. Team Members are prohibited from using a cell phone or other device to text while operating a company vehicle. Texting is permitted only when the vehicle is at rest or legally parked.

Team Members should not plug in and/or charge their personal phones (or any other personal USB device) into USB ports on company computers. Computer viruses may be inadvertently spread to other devices. Please use electrical outlets for charging personal devices.

### **SOLICITATIONS AND DISTRIBUTIONS**

In an effort to protect Team Members from unwanted solicitations that can interfere with work duties and productivity or create tensions and discord among Team Members, the following rules will apply to all staff:

- Team Members may not solicit or ask other Team Members to purchase goods or services, make donations or contributions, sign petitions, or join or support groups in any work area during Team Members' work time.
- Team Members may not distribute literature or written materials that are not job-related and approved by management during work time in

any work area.

- Management may make occasional exceptions to the above rules for certain charitable or other Company-sponsored activities when required by law.
- Anyone who is not a Team Member is prohibited from entering our premises at any time to solicit support from our Team Members for any organization or cause or to otherwise proselytize, distribute literature, or sell or market products/services to our staff.

Exceptions to this rule may be made only for vendors or service representatives whose purpose is strictly related to our business functions and purposes, and then only with prior approval of our Management.

### **GUEST DRAWINGS**

Team Members and their immediate family members are not eligible to enter or win in-store guest drawings sponsored by Digby's Market or their vendors unless authorized.

### **PARKING**

The spaces closest to the front doors of the store are reserved for guests. Please Park in the Southwest portion of the parking lot. \*See Attachments

### **PERSONAL STATUS CHANGE**

For benefits, payroll, and other business reasons, please keep updated any changes in your name, address, telephone number, and marital status, number of dependents, or related information with Human Resources.

### **VERIFICATION OF EMPLOYMENT**

All outside calls requesting verification of employment and/or work references must be directed to the Store Director or Human Resources. This includes, but is not limited to, inquiries from potential employers, financial institutions, and educational institutions.

### **PRIVACY OF OUR TEAM MEMBERS**

To ensure the safety and privacy of our Team Members, we do not give out last names, phone numbers, addresses, work schedules, etc., to any caller, inquirer, or store guest.



# TEAM MEMBER APPEARANCE & DRESSCODE



## PERSONAL APPEARANCE

In few other businesses are personal appearance and cleanliness such important factors as they are in the food industry. A well-groomed Team Member with a smile immediately makes a good impression for both the store and themselves as it projects a proper concern for a sanitary approach to the handling of the guest's food merchandise.

### Personal Hygiene

Team Members are in close contact with Guests and co-workers while at work and are expected to practice good hygiene. This includes showering regularly, brushing teeth daily, and using deodorant or antiperspirant. Cleanliness about the clothing, face, hands, arms, and fingernails are always required. Fingernails should be shortly trimmed and clean. Perfume or cologne must be subdued in fragrance and not be distracting to guests or fellow team members.

Any Team Member who works in designated fresh food preparation areas must wear hats and hair/beard restraints and disposable gloves while working. Artificial fingernails are not permitted in food service/preparation areas for health and safety reasons. We strictly adhere to all food safety rules.

### Hair, Make-up, and Facial Hair

Team Members may have beards, goatees, and/or mustaches that are well maintained and groomed. Artwork shaved into hair must not be offensive or distracting.

Team Members working in a food preparation departments MUST wear beard nets over facial hair.

Makeup is to be well maintained and not offensive. Hairstyles are to be clean, neat and well-maintained. Hair must be pulled back in food preparation department, plus wearing a hat/visor and, if necessary, a Hair/Beard Net.

### Body Modifications

Body modifications that are medically necessary due to deformity or injury are not covered by this policy.

Prohibited body modifications include, but are not limited to:

- Anything sexually explicit, violent, vulgar, or profane language
- Symbols likely to incite a strong reaction
- Initials, acronyms, or numbers that represent criminal or historically oppressive organizations or street gang names, numbers, or symbols
- Teeth, whether natural, capped, or veneer, that are ornamented with designs, jewels, etc.

### Addressing Workplace Attire and Hygiene Problems

Violations of the Policy can range from inappropriate clothing items to offensive perfumes and body odor. If a team member comes to work in inappropriate dress, they will be asked to go home and change into the correct attire or properly groom, and return to work.

If a team member's poor hygiene or use of too much perfume/cologne is an issue, the supervisor should discuss the problem with the team member in private and should point out the specific areas to be corrected. If the problem persists, supervisors should follow normal corrective actions.

## **UNIFORMS**

Digby's Market provides a shirt, apron, hat, and other additional uniforms based on department requirements. You are required to wear only the designated dress code and uniforms issued by Digby's Market. You are responsible for keeping your uniforms clean, wrinkle-free, and in good repair. All promotional items, i.e., aprons, buttons, hats, etc., with a vendor name/product may be worn only during specified periods of time as designated by Store Management.

Uniforms smelling like smoke are not acceptable. Any company-issued clothing that is either lost or not returned upon separation of employment may be deducted from your final paycheck.

- **Aprons:** Will be kept neat and clean. Clean aprons are available in the Break Room.
- **Hats/Visors:** Will be worn to fit securely with the hat bill facing the front.
- **Laundry-Serviced-Issued Articles:** Will be issued uniform items that are laundered by the store laundry service including meat coats and bakery whites.
- **Jackets:** Designated with the Digby's Market Logo may be worn while at work.
- **Name Badge:** Will be provided by the store and are to be worn on the front of your apron. Only your first name will be on your name badge. If you lose or break your name badge, please ask for a new one from the Service Desk.
- **Pants:** Are to be blue jeans. Full Length Pants, Capri's or Shorts are acceptable. Exceedingly baggy or faded jeans, Sweatpants, stretch pants, warm-up pants, or spandex pants or any other type of pants that are extremely fitted are not acceptable.
- **Shirts:** Are to be kept clean and washed. A new shirt may be issued seasonally. If you need extra shirts, they may be purchased at

the Service Desk for a minimal cost. Top button may be left undone for comfort.

- **Shoes:** Are to have good support and traction. Sandals, high heels, open-toed or open-heeled shoes may not be worn.

Anyone wearing clothing that does not comply with the dress code will be asked to clock out and sent home to change before reporting back to work. If you have any doubt whether your choice of dress will be acceptable, get your Store Director's approval before wearing the item to work. Repeated violations may lead to disciplinary action.

### **Reasonable Accommodations of Religious Beliefs**

Digby's Market recognizes the importance of individuals religious beliefs. We will reasonably accommodate a team member's religious beliefs in terms of workplace attire unless the accommodation creates undue hardship. Accommodation of religious beliefs in terms of attire may be difficult in light of safety issues for team members. Those requesting workplace attire accommodations based on religious beliefs should speak with Human Resources.

### **Job Specific Exceptions**

Exceptions may be made for non-Public Facing positions. See Human Resources.

## **WORKPLACE SAFETY**

### **SAFETY COMMITTEE**

As part of our commitment to maintaining a safe and secure workplace, we have a dedicated member of Digby's Market safety committee. This dedicated group of team members is responsible for promoting and maintaining a culture of safety throughout our organization, including regular safety audits to ensure the well-being of our team.

### **DRUG-FREE WORKPLACE / ALCOHOL AND DRUGS**

The Company is committed to a safe, healthy, and productive work environment for all Team Members, free from the effects of illegal or non-prescribed drugs and alcoholic beverages. Use of drugs and alcohol alters Team Members judgement resulting in increased safety risks. Team Member injuries, and faulty decision making. Therefore the possession, use, sale of controlled substances or alcohol on Company premises or during Company time is prohibited. This includes working after the apparent use of Marijuana, regardless of Marijuana's legal Status. Furthermore, working after the use of alcohol, a controlled substance or abuse of any other substance is prohibited.

Testing is an important element in the Company's efforts to ensure a safe and productive work environment.

### **TOBACCO-FREE WORKPLACE**

Smoking or vaping on company premises is prohibited except in designated areas and during designated times.

Smoking, Vaping, or Chewing Tobacco is prohibited in our stores. In consideration of others, chewing tobacco use is also prohibited by anyone inside. Team Members wishing to smoke or chew tobacco will be asked to do so outside in the back of the store only. Additional breaks are not granted for this purpose, Team Members must use their normal rest and/or meal breaks for smoking. You must let your supervisor know when you will be outside during your break. Please assist with keeping the smoking area clean and neat.



## **HAZARDOUS CHEMICALS**

In compliance with the OSHA Right to Know Law, Digby's Market will identify hazardous chemicals/materials, label containers, secure Safety Data Sheets and train all Team Members on the safe utilization of all hazardous chemicals/materials in the workplace. If you are uncertain about the safety of any chemical/material, please see your Store Director or Department Manager.

## **TEAM MEMBERS UNDER 18 YEARS OF AGE**

Following applicable state and federal laws, team members under the age of 18 are prohibited from operating certain machinery. In particular, no team member under age 18 may operate any compactor or power-driven machines (such as bakery mixers, meat slicers, grinders, or pallet jacks).

## **EMERGENCY EVACUATION PLAN**

In the event of an emergency, please proceed to the nearest exit calmly while assisting the guest to the nearest exit and head to the Northeast corner of the property. For more information, please see your Store Manager.

## **ENTERING & EXITING THE BUILDING**

All Team Members must enter and exit through the front doors only during hours of operation. Food Service doors, emergency exits, or receiving doors should not be used for this purpose however they may be used in cases of emergency.

Supplier/vendor company drivers, when making deliveries, must enter and leave through the back doors (receiving doors) under the supervision of the Receiver.

Emergency exits and receiving doors are always to be kept locked to prevent entrance from the outside. If you notice someone attempting to deliver product(s) through a door other than the receiving area, please call the manager in charge to address the situation.

# **EMPLOYMENT OPPORTUNITIES**

## **CAREER PLANNING**

Digby's Market strives to promote from within. If a position becomes available, a job posting will be posted to provide interested and qualified Team Members the opportunity to apply.

## **TRANSFERS**

Team Members interested in a transfer to a different department should inquire with the Store Director. Transfers are approved at the discretion or recommendation of the Department Manager(s) and Store Manager. Factors necessary in determining a transfer include, but are not limited to, department needs, experience levels, attendance, discipline, and performance history, and other applicants.

## **EMPLOYMENT OF RELATIVES, SIGNIFICANT OTHERS & ROOMMATES**

Family members, significant others, and roommates are often our best source of referrals for future Team Members. All are welcome to apply for and accept employment with Digby's Market. All job applicants will be hired based on merit and qualifications. We advise against asking family members, significant others, roommates, and other relationships determined by Digby's Market that may cause possible conflicts, from working in the same department and working in positions where one is the direct supervisor or manager of the other. When such situations are brought to your Store Director or Human Resources' attention, Digby's Market reserves the right to determine the resolution at its sole discretion regardless of when the situation occurred. Resolution may include moving one family member to a different role or department so that there is no longer a reporting relationship.

In addition, the Company strongly discourages romantic or sexual relationships and any conduct that may lead to the formation of such relationships (i.e. dating) between Supervisor and Team Member who the Supervisor directly manages or over whom the Supervisor has employment decision making authority.

If a Romantic or sexual relationship between a Supervisor and a Team Member who the Supervisor either directly manages or over whom the Supervisor has employment decision-making authority should develop, it is the responsibility of the team member and supervisor to disclose the relationship to Human Resources. The Company may elect to relocate one or both of the parties of the relationship or change a team members position. The same reporting requirements apply to a team member or applicant or who becomes a family member at any time during employment.

## **LEGAL RIGHTS AND RESPONSIBILITIES**

### **EMPLOYMENT AT WILL**

Employment at Digby's Market is on an at-will basis unless otherwise stated in a written individual employment agreement signed by the Owner of the company.

This means that either the team member or the company may terminate the employment relationship at any time, for any reason, with or without notice.

Nothing in this team member handbook is intended to or creates an employment agreement, express or implied. Nothing contained in this or any other document provided to the team member is intended to be, nor should it be, construed as a contract that employment or any benefit will be continued for any period of time. In addition, no company representative is authorized to modify this policy for any team member or to enter into any agreement, oral or written, that changes the at-will relationship.

Any salary figures provided to a team member in annual or monthly terms are stated for the sake of convenience or to facilitate comparisons and are not intended and do not create an employment contract for any specific time.

Nothing in this statement is intended to interfere with, restrain, or prevent concerted activity as protected by the National Labor Relations Act.

Such activity includes team member communications regarding wages, hours, or other terms or conditions of employment. Digby's Market team members have the right to engage in or refrain from such activities.

### **EQUAL EMPLOYMENT OPPORTUNITY**

Digby's Market provides equal employment opportunities to all team members and applicants for employment without regard to race, color, ancestry, national origin, gender, sexual orientation, marital status, religion, age, disability, gender identity, results of genetic testing, or service in the military. Equal employment opportunity applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Digby's Market expressly prohibits any form of unlawful team member harassment or discrimination based on any of the characteristics mentioned above. Improper interference with the ability of other team members to perform their expected job duties will not be tolerated.

Any team members with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of Human Resources or your direct Supervisor. Digby's Market will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If a team member feels he or she has been subjected to any such retaliation, he or she should bring it to the attention of Human Resources or Store Manager.

Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy or participated in the reporting and investigation process described below. "Adverse conduct" includes but not limited to:

- Shunning and avoiding an individual who reports harassment, discrimination or retaliation
- express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination, or retaliation

- Denying employment benefits because an applicant or team member reported harassment, discrimination, or retaliation or participated in the reporting and investigation process.

Complaints of discrimination should be filed according to the procedures described in the Harassment and Complaint Procedures.

## **ADA, RELIGIOUS, AND OTHER ACCOMMODATION**

In accordance with federal and state law, the Company provides reasonable accommodations for qualified Team Members with known disabilities unless doing so would result in an undue hardship to the Company or cause a direct threat to health or safety. The Company provides reasonable accommodations for Team Members whose religious belief, practice, or observance conflicts with a workplace requirement unless doing so would result in an undue hardship to the Company.

Digby's Market provides reasonable accommodations for Team Members based on gender identity in dress/grooming standards and facilities and for Team Members based on pregnancy, childbirth, breastfeeding, or related conditions unless doing so would result in an undue hardship to the Company. Team Members needing such accommodation should contact their Supervisor, Store Manager, or Human Resources immediately.

## **HARASSMENT AND COMPLAINT PROCEDURE**

Sexual and other unlawful harassment is a violation of Title VII of the Civil Rights Act of 1964 (Title VII), as amended, as well as many state laws. Harassment based on a characteristic protected by law, such as race, color, ancestry, national origin, gender, sex, sexual orientation, gender identity, marital status, religion, age, disability, veteran status, or other characteristics protected by state or federal law, is prohibited.

It is Digby's Market's policy to provide a work environment free of sexual and other harassment. To that end, Harassment of Digby's Market's team members by management, supervisors,

coworkers or non-team members who are in the workplace is prohibited. Further, any retaliation against an individual who has complained about sexual or other harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint is similarly unlawful and will not be tolerated. Digby's Market will take all steps necessary to prevent and eliminate unlawful harassment.

### **Definition of Unlawful Harassment**

"Unlawful harassment" is conduct that has the purpose or effect of creating an intimidating, hostile, or offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual's work performance, or otherwise adversely affects an individual's employment opportunities because of the individual's membership in a protected class.

Unlawful harassment includes, but is not limited to, epithets; slurs; jokes; pranks; innuendo; comments; written or graphic material; stereotyping; or other threatening, hostile, or intimidating acts based on race, color, ancestry, national origin, gender, sex, sexual orientation, marital status, religion, age, disability, veteran status, or other characteristic protected by state or federal law.

### **Definition of Sexual Harassment.**

While all forms of harassment are prohibited, special attention should be paid to sexual harassment. "Sexual harassment" is generally defined under both state and federal law as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature where:

- Submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of an individual's employment or as a basis for employment decisions; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile,



offensive, intimidating, or humiliating to workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct that, if unwelcome, may constitute sexual harassment depending on the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- Unwanted sexual advances, whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life, comments about an individual's body, comments about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, or cartoons;
- Unwelcome leering, whistling, brushing up against the body, sexual gestures, or suggestive or insulting comments;
- Inquiries into one's sexual experiences; and
- Discussions of one's sexual activities

All team members should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment and retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is unlawful and will not be tolerated at Digby's Market.

### **Complaint Procedure**

Any team member who believes he or she has been subject to or witnessed illegal discrimination, including sexual or other forms of unlawful harassment, is requested and encouraged to report it. You may complain directly to your immediate supervisor, Store Manager, Human Resources, or any other member of management with whom you feel comfortable bringing such a complaint. Similarly, if you observe acts of discrimination toward or harassment of another team member, you are requested and encouraged to report this to one of the individuals listed below.

No reprisal, retaliation, or other adverse action will be taken against a team member for reporting

the investigation of any such report. Any suspected retaliation or intimidation should be reported immediately to one of the persons identified above.

All complaints will be investigated promptly and, to the extent possible, concerning confidentiality.

If the investigation confirms conduct contrary to this policy has occurred, Digby's Market will take immediate, appropriate, corrective action, including discipline, up to and including immediate termination.

### **INSUBORDINATION**

Teamwork is essential for effective store operations. When a supervisor or manager asks you to do something, it is your responsibility to carry out that assignment to the best of your ability, providing they are not unlawful or in violation of company policy. Failing to follow your manager or supervisor's instructions may be considered insubordination and will subject you to corrective action including discharge. If you feel there is a conflict, you may take your concerns to the next higher level of management for further discussion.

### **INTEGRITY & HONESTY**

We expect 100% honesty when dealing on behalf of Digby's Market with guests, suppliers, fellow Team Members, and the public. Digby's Market values all Team Members and their property and expects that Team Members in turn value the company and its assets. As such, we expect all incidents of theft to be reported immediately to your Supervisor or Store Manager, along with any data or information you have observed or obtained. Digby's Market retains the right to use video cameras and audio recording methods as well as software to identify and detect Team Member theft.

Below are some examples of situations that could demonstrate dishonesty and lack of integrity:

- Taking money, credit card numbers, or checks without prior authorization.
- Taking products/inventory without making a payment, including samples, or broken/returned items, damaged items, out-of-date

inventory, or any company equipment, tools, or supplies.

- Giving away products or services without prior approval.
- Fraudulently reporting time worked or not worked.
- Taking information or ideas that belong to the company or fellow Team Members.

To prevent Team Members from making false accusations, we may investigate all claims of theft or Team Member dishonesty and discipline the Team Member making a false accusation up to and including termination of employment. Team Members caught breaking any state or federal law, including but not limited to the items mentioned above, may be terminated with no warning given. In addition, a police report may be filed, as well as a potential lawsuit against the Team Member with a request for restitution of funds or products, inventory, or assets.

### **CONFLICT OF INTEREST**

The Company requires that Team Members protect Company information and avoid outside activities or relationships which do or could improperly influence their decisions or actions on the job.

Conflict of interest situations which could arise while moonlighting for a competitor of Digby's should also be avoided. Other examples of conflict of interest could be: serving as a board member or director of a competing firm, holding a financial interest in a competing company, or being self-employed in an occupation that competes with the Company, or ownership, partnership, or personal involvement in supplier companies or distribution outlets related to Company business.

If Team Members have any questions about whether a situation is a conflict of interest, Team Members should discuss the matter with their supervisor. If it remains unresolved, refer the matter to Human Resources for a final determination.

### **CONFIDENTIAL INFORMATION**

Team Members of the Company will have access to confidential information of the Company and our clients.

Confidential information includes, but is not limited to, trade secrets, business operations, and methodology, financial information, lists of actual and prospective guests and their data, proprietary processes and formulae, pricing and marketing plans, strategic plans, computer files, and database records, and any documents or files marked as confidential, and similar subjects.

Trade secrets may include, but not limited to, information regarding the development of systems, processes, products, know-how, and technology.

Disclosure of confidential information might seriously damage the Company or client's competitive position and therefore such action will not be tolerated. This non-disclosure prohibition applies both during and after a Team Member's employment. Any copying, reproducing, or distribution of confidential information in any manner must be authorized by management. Confidential information remains the property of the employer and must be returned to the Company upon separation or at any time upon demand.

### **THANK YOU**

Thank you for taking the time to review this handbook. We are happy to have you as part of the Digby's Team. We strive to, and take pride in, fostering a sense of community and vibrant fun place to work. Our success hinges on the relationships our team members build with each other, our guests, and our community. We value team members who bring a cheerful, friendly, positive attitude along with recognizing the importance of teamwork. At Digby's we treat our team members like family and extend a friendly welcome to our guests. It is our hope that we can all remember to keep our Promise at the core of everything we do. We look forward to having you be a part of this fun, vibrant team, and vision of the company.