



# *Team Member Handbook*

**Welcome**

**Who are we?**

**How do we do it?**

**Now that you are here, what do you need to know?**

**What is the Process?**

**How do we keep the work environment healthy, safe, and productive?**

**Your Pay**

**Your Benefits**

9/2011

# Table of Contents

<b><u>WELCOME</u></b> .....	<b>5</b>
<b><u>WHO ARE WE?</u></b> .....	<b>6</b>
<u>History</u> .....	6
<u>Mission</u> .....	7
<u>Food Philosophy</u> .....	7
<u>Our Declaration</u> .....	7
<b><u>HOW DO WE DO IT?</u></b> .....	<b>8</b>
<u>Customer Service</u> .....	8
<u>Pillars of Customer Service</u> .....	8
<u>The Apology and “Making Things Right”</u> .....	9
<u>Training</u> .....	10
<u>Tipping</u> .....	10
<u>In-Store Drawings/Giveaways</u> .....	10
<u>Special Orders</u> .....	10
<b><u>NOW THAT YOU ARE HERE, WHAT DO YOU NEED TO KNOW?</u></b> .....	<b>12</b>
<u>Equal Opportunity Employer</u> .....	12
<u>New Hire Orientation</u> .....	12
<u>90-Day Introductory Period</u> .....	13
<u>Promotion/Transfer Opportunities</u> .....	13
<u>Nepotism</u> .....	14
<u>Appearance and Attire (Dress Code)</u> .....	14
<u>Shoe Safety (stores)</u> .....	15
<u>Shoe Safety (warehouse)</u> .....	16
<u>Name Tag</u> .....	16
<u>Personal Property</u> .....	17
<u>Food and Beverage Consumption</u> .....	17
<u>Personal Electronic Devices</u> .....	17
<u>Phone Use</u> .....	17
<u>Parking</u> .....	18
<u>Confidential Information</u> .....	18
<u>Breaks</u> .....	19
<u>Absenteeism</u> .....	19
<u>Tardiness</u> .....	20
<u>Electronic Access</u> .....	21

<a href="#">Keys</a>	29
<a href="#">Company Name and Letterhead</a>	29
<a href="#">Intellectual Property</a>	29
<a href="#">Lost and Found</a>	29
<b><a href="#">WHAT IS THE PROCESS?</a></b>	<b>30</b>
<a href="#">Communications</a>	30
<a href="#">Performance Evaluations</a>	30
<a href="#">Personnel File Access</a>	30
<a href="#">Inclement Weather</a>	31
<a href="#">Discipline</a>	31
<a href="#">Conflict Resolution</a>	32
<a href="#">Family and Medical Leave</a>	33
<a href="#">Military Leave</a>	35
<a href="#">Check Cashing</a>	36
<a href="#">Termination/Resignation</a>	36
<b><a href="#">HOW DO WE KEEP THE WORK ENVIRONMENT HEALTHY, SAFE, AND PRODUCTIVE?</a></b>	<b>37</b>
<a href="#">Security</a>	37
<a href="#">Safety and Health</a>	37
<a href="#">Driver Safety</a>	37
<a href="#">Accidents</a>	39
<a href="#">Harassment</a>	40
<a href="#">Workplace Violence</a>	42
<a href="#">Tobacco Use</a>	42
<a href="#">Drugs and Alcohol</a>	43
<a href="#">Solicitation and Distribution</a>	44
<a href="#">Media, Competitors, and Photographs</a>	45
<a href="#">Shoplifting</a>	45
<a href="#">Conflict of Interest</a>	46
<b><a href="#">YOUR PAY</a></b>	<b>48</b>
<a href="#">Position Classification</a>	48
<a href="#">Pay Incentives</a>	49
<a href="#">Payroll Procedures</a>	49
<a href="#">Self-Service Portal</a>	50
<a href="#">Overtime</a>	51
<b><a href="#">YOUR BENEFITS</a></b>	<b>52</b>

<a href="#">Vacation</a> .....	53
<a href="#">Holidays</a> .....	53
<a href="#">Sick Leave</a> .....	54
<a href="#">Bereavement Leave</a> .....	54
<a href="#">Jury Duty</a> .....	54
<a href="#">Discounts</a> .....	55
<a href="#">Employee Assistance Program</a> .....	56
<a href="#">Employee Referral Program</a> .....	56
<a href="#">Retirement Plan</a> .....	57
<a href="#">Tuition Reimbursement</a> .....	57

## *Purpose*

The purpose of this handbook is to provide information about who we are and what we do at Earth Fare. What can you expect from us? And, what do we expect from you?

The contents include information as well as guidelines of current policies and procedures of Earth Fare that may be modified at any time. These policies and procedures supersede all prior policies and procedures, written and oral, and in particular, any prior Employee Handbook.

This handbook does not bind Earth Fare to any specific procedures, policies, working conditions, or defined period of employment and should not be construed as a contract of employment, nor does this handbook alter the employment-at-will status.

# WELCOME

WELCOME HOME to Earth Fare!

We are defined by two key components. One is our food philosophy, which is the backbone of our mission. The other is our Declaration, which is the backbone of our culture.

You will learn about our food philosophy through training, instructional materials, and interaction with our products and other team members. But to me, there is nothing more important than our Declaration, because the Declaration defines how we treat each other.

The purpose of Earth Fare's Declaration is simple: we want to define how we will behave toward each other, our vendors and our customers.

The unanimous Declaration of Earth Fare has five simple tenets:

1. Embrace Simplicity  
Food is simple. Make it look good and make sure it tastes *really* good - memorable.
2. Never Settle  
Embrace and drive change. Be better, EAT better, and give more.
3. Be Good and Do Good  
Do right by people. Play the game fair, honest, generous, and hard.
4. We're All In This Together  
Run fast to help each other. Run fast to help customers.
5. Let the Good Times Roll!  
Be loose and have FUN! Let your soul shine.

Our food philosophy is what makes us a great supermarket. **Our Declaration is what makes us a great company.**

I welcome you to Earth Fare, where the individual is valued and most importantly encouraged, supported, and expected to be the Best Version of You!

Welcome Home.

Jack

# WHO ARE WE?

## History

Earth Fare's roots go back to 1975 when Roger Derrough set up shop as "Dinner for the Earth," the first natural food store in Asheville, North Carolina. For five years the store operated out of a tiny store front before relocating to downtown Asheville in a much larger space on Broadway Avenue and I-240. The store grew and thrived for an additional 14 years at this location.

Changing names to "Earth Fare" in October of 1993, the company decided to join the growing movement to push natural and organic foods to the forefront of the American culinary experience. Earth Fare relocated the following year to the Westgate Shopping Center in a full-service supermarket format where it remains to this day.

A year later, Earth Fare won the "Best New Store of the Year" award from Health Foods Business Magazine and was featured on the front cover of the magazine's July issue. Earth Fare's success in Asheville encouraged the store to expand, and in 1997, it opened its second location in the large and vital food community of Charleston, South Carolina.

Since then, Earth Fare stores have been opened in various Southeast cities over four states, including North Carolina, South Carolina, Georgia, and Tennessee.

Today, Earth Fare continues as a leader in the grocery industry, providing the best tasting local, natural and organic foods available without compromising its commitment to natural integrity. One of the first supermarket chains to completely eliminate added trans fats in the form of partially hydrogenated oils from its foods, Earth Fare continues to set the pace for natural retailing by not selling sucralose (the sweetener known as Splenda) and by becoming the first supermarket to eliminate high fructose corn syrup from its shelves.









Each year, Earth Fare receives numerous local "Best of" awards from the communities it serves, and it was recognized on a national level when it received the coveted Ernst & Young Entrepreneur of the Year award for the Southeastern United States in 2005.

## Our Mission

To feed and inspire the healthy person inside you.

## Our Food Philosophy

We sell foods as close to the ground as it gets. Ingredients/processes of products sold at Earth Fare have:

-  NO high fructose corn syrup
-  NO artificial fats or artificial trans fats
-  NO artificial colors,
-  NO artificial flavors
-  NO artificial sweeteners
-  NO artificial preservatives
-  NO bleached or bromated flour
-  NO antibiotics or synthetic growth hormones in our fresh meats or dairy

For more information on specific ingredients, check out our “Boot List” of banned & permissible ingredients on the website or in the store.

## Our Declaration

Embrace Simplicity

Food is simple. Make it look good and make sure it tastes really good – memorable.

Never Settle

Embrace and drive change. Be better, EAT better and give more.

Be Good and Do Good

Do right by people. Play the game fair, honest, generous and hard.

We're All in this Together

Run fast to help each other. Run fast to help customers.

Let the Good Times Roll!

Be loose and have FUN! Let your soul shine.

# How do we do it?

## Customer Service

The foundation of the way we operate lies in the mission statement itself, to feed and inspire. You must first understand the mission and how to work within your role at Earth Fare to apply it. You are the face of Earth Fare, and you are being empowered, trusted, and relied upon to take action. Find the "Yes." No matter what a customer requests or needs, the answer is always YES!!! A customer complaint or challenge is always an opportunity – we call this the recovery process. Here's what it's about... empowering you to do whatever you feel necessary to have the customer leave so happy that they are almost glad the original problem happened in the first place.

In order to support you in learning how to proceed, we use the Customer Service Pillars program as the learning process with all new and existing team members.

## Pillars of Customer Service

### **Greet**

Acknowledge and smile at all customers as they walk by, as they wait in line, and as you move a cart. Notice them and their needs.

*Be warm and friendly.*

### **Sample**

Never ask the customer if they want a taste; always assume they do and hand a sample to them. Talk about the item as they try it.

*Be inviting and generous.*

### **Show what you know/suggest**

Point out the deals. Help customers with choices/suggestions. Share any info/your favorites/recipes you know. What can you learn from them?

*Be engaging, be the show.*

### **Send off**

Let the customer know they made a great choice. Thank them.

*Be honored they chose us.*







## The Apology and "Making Things Right"

As you will learn, good service comes from anticipatory judgment and genuine interaction/engagement with the customer. Our ultimate goal is to provide a **pleasurable shopping experience!**

There will be times that customers will complain and/or want a refund. This moment is a positive experience waiting to happen. Earth Fare truly stands behind our products and our core values, so much that we guarantee 100% satisfaction, for any reason. When a customer complains or just wants to "tell us about" a problem they had, **it is a chance for you to shine** and to demonstrate that we mean what we say and will support their return. We have built a customer service culture based on engagement, and we can successfully maneuver the customer through what usually is an unpleasurable experience for them. We can and will regain their trust in us and solidify their loyalty. There are all kinds of reports and studies that support this fact. When we solve a problem/"recover" positively, a customer is 6 to 7 times more loyal than if the problem never happened.

Every team member is expected to not only uphold our return policy but also to ensure that it is a pleasurable experience for the customer. This "can-do" attitude holds true for a non-return situation like a simple complaint. We can apply the same technique to recover as we do in giving good service. First, notice them and their need . . . **to be heard** and responded to. We must take note that it is Earth Fare who dropped the ball on them, not the other way around.

### **We expect all team members to Apologize, Listen, and Make It Right:**

-  **APOLOGIZE** immediately.
-  **LISTEN** to the customer completely and genuinely so that they feel understood and in order for you to best solve their problem.
-  **Never make excuses** for the problem or try to prove that our product was actually "good."
-  Be disappointed that their experience was not what we wanted for them.
-  Let them know you will tell a manager of the issue.
-  Be grateful that we have a chance to **"MAKE IT RIGHT."**

A good sentence to learn and embrace is, **"I'm sorry that happened, I will make it right!"** This will immediately set the customer at ease. **Then, do what you can to shine and MAKE IT RIGHT.** Handle the return with grace, accountability and extra attention. For instance, walk the customer back to a department to pick out a replacement or substitute. If it's a passing complaint with no return involved, apologize

and let them know that you will definitely tell your manager, or that you will fix it immediately. Then do so.

## Training

We believe in equipping team members to be the best performers on the job. As a result, Earth Fare is offering and/or developing training curriculums for all departments and levels of Team Members.

Detailed product knowledge, Earth Fare food philosophy information, and job-specific skills training are available to all team members. Some courses may be required in order for you to best support company-wide marketing programs geared toward our customers. Separate curriculums are designed for leadership and management training in order to prepare department managers and assistant store managers for promotional opportunities.

## Tipping

Accepting tips is NOT permitted. Because excellent customer service is a part of your job, you are not to accept cash tips or free merchandise from customers, vendors, distributors or delivery people.




## In-Store Drawings/Giveaways


Due to perceived image and some vendor restrictions, team members and their family members are not eligible for participation in company- or vendor-sponsored drawings and giveaways provided to our customers.

## Special Orders

No matter how diverse and well-stocked our stores are, sometimes customers ask for products that are not in stock, or large quantities of a product that we do carry. When this happens, encourage customers to place a special order and help them do so.

### **To place a special order:**

-  Complete a Special Order Form (located in each department). After writing the order, review your information with the customer to verify accuracy. HBC special orders must be prepaid for.
-  Put the Special Order Form in the designated area for that department.
-  Thank the customer.

 Special orders are kept on the special order shelf/area in the back room or other designated area. Make sure the customer takes the order form to the cashier, especially if a discounted price is given on a purchase of large quantity.

# Now that you are here, what do you need to know?

## Equal Opportunity Employer

Earth Fare values and supports the diversity and individuality of our team members. It is our policy to prohibit discrimination of any type and to afford equal employment opportunities to team members and applicants, without regard to race, color, gender or gender preference, creed, age, religion, national origin, disability, veteran status, sexual orientation, or any other legally protected status.

This policy of equal employment opportunity and anti-discrimination applies to all aspects of the relationship between Earth Fare and its team members, including but not limited to the following: recruitment, employment, promotion, transfer, training, working conditions, wages and salary administration, employee benefits, and application of policies.

Additionally, in alignment with the Americans with Disabilities Act (ADA), an individual who can be reasonably accommodated for the job in question, without undue hardship or posing a direct threat to the health and safety of themselves or other team members, will be given the same consideration for that position as any other employee or applicant.

## New Hire Orientation

New team members will participate in an orientation program as a part of a new store opening or in a smaller setting with your Front End Manager or Human Resources Department. We will cover basic policies, compensation and benefits programs; paperwork, to include tax forms and work eligibility documentation in accordance with federal law; performance requirements of your position; safety and anti-harassment information; store and department procedures; and our food philosophy standards.

Please ask any questions during this orientation to better understand the policies and procedures that affect your employment with us.

## 90-Day Introductory Period

New team members will be placed in an “introductory period” status for at least the first ninety (90) days of employment. This period of time allows for both you and your supervisor to evaluate the effectiveness of the employment relationship. If your performance is not satisfactory at any time during the first 90 days and a change in behavior is coachable, your supervisor will address the specific issue(s) with you in a timely manner. Continuation of previously addressed behavior or certain serious violations of company policy could lead to immediate termination before the end of the introductory period. At the end of the introductory period, you will be evaluated for continuation of employment or to re-address unsatisfactory behavior, which could result in termination of employment at that time.

Completion of the introductory period does not alter or change the nature of the at-will employment relationship between Earth Fare and team members. In addition, pay increases are not associated with a 90-day performance review.

## Promotion/Transfer Opportunities

We believe in promoting from within whenever possible and provide opportunities for promotion, transfer, or relocation. Job opportunities in your store location and advancement opportunities in other locations will be posted on the employee bulletin boards.

Please inform your Department Manager, Store Manager or Human Resources of your interest in applying for a job opening and interest in advancement. A completed Transfer/Promotion Application must be submitted to Human Resources by applicable application deadlines. In addition, depending on the position you are interested in, a background, credit, and/or driver’s license check may apply. Results of those reports must meet minimum established qualifications.

If you are interested in relocating to another Earth Fare location, please contact your Store Manager as well as the other store Manager to determine what opportunities are available. There are circumstances when advancement/transfer opportunities may not be posted.

## Nepotism

We believe in placing people into positions that are a mutual “best fit,” for both Earth Fare and the person. In the spirit of good business practices however, team members are not permitted to directly supervise a relative/spouse/domestic partner.

Team members who marry or establish a domestic partner relationship while employed at Earth Fare will be treated in accordance with these guidelines. Individuals will be transferred to another department, direct supervisor, or location as soon as practical when a conflict of this nature occurs.

## Appearance and Attire

How you present yourself at work is a reflection of Earth Fare and the image we project to our customers and community. With an effort to maintain and celebrate diversity, individual expression is valued at Earth Fare. However, there is an expectation to follow certain minimum guidelines of professionalism – as customers should easily be able to identify team members from other customers.

### Guidelines

#### Personal Hygiene:

- 🍅 clean appearance free of cologne/perfume/odor
- 🍅 hair style/length must be job appropriate, including facial hair (regarding sanitation and safety)
- 🍅 fingernails should be clean and of a moderate to short length

#### Accessories:

- 🍅 minimal jewelry, earrings should be dime size or smaller, facial body piercings limited to studs only
- 🍅 visible tattoos must be tasteful

#### Attire:

- 🍅 appropriately sized clean pants, skirts, and shorts with hemline no higher than 2” above the knee, no holes or excessive fraying
- 🍅 appropriately sized clean shirts with closed backs and covering entire mid-section, no holes or excessive fraying
- 🍅 Earth Fare logo shirts and hats permitted
- 🍅 clothing with pictures, words, logos other than Earth Fare must be approved by your supervisor (or Store Manager, if applicable)

### Team Members in Stores:

- 🍅 Earth Fare name tag (worn at chest level) and apron must be worn during work time
- 🍅 no tank tops or halter tops
- 🍅 see Shoe Safety policy below

### Food Service, Meat & Seafood, and Specialty Team Members:

- 🍅 color specific smocks required
- 🍅 chef pants permitted
- 🍅 hats required
- 🍅 no shorts

Your supervisor or Store Manager is responsible for maintaining the professionalism in the work environment and has the prerogative to interpret what may be offensive, overly-revealing, or in violation of minimum expectations as outlined above.

## Shoe Safety (stores)

Earth Fare is committed to the safety of our Team Members, and slips and falls are a major concern due to the nature of our work and the work environment. In relation to the history of work-related accidents at Earth Fare, it is clear that Team Members are exposed to slip/fall hazards when working in a store environment. To promote reduction of slip/fall risk, the following criteria is required in the footwear that you wear while working in the store environment:

- 🍅 Slip-resistant soles (tread patterns should not run in the direction of travel)
- 🍅 No smooth or leather soles
- 🍅 No open-toed
- 🍅 No platform or high heels
- 🍅 No flimsy material in the toe area of shoe

Please talk with your Store Manager if you have questions about your shoes meeting the above criteria. In addition, it is your responsibility to regularly inspect the soles of your work shoes and replace them as necessary when the tread is worn down to  $\frac{1}{4}$  of the original depth.

Although specific brands are not required, a variety of styles is offered through *Shoes for Crews*. Ordering from this resource provides two benefits: (1) no up-front cost to you and (2) Earth Fare will pay \$10 toward each pair of shoes plus the cost of shipping. Payment is made through payroll deduction and split into two equal payments out of

your next two paychecks. Each pair must be paid for before another pair is ordered. Please see your Front End Manager for a catalog and order form.

## Shoe Safety (warehouse)

Earth Fare is committed to the safety of our Team Members, and the warehouse presents a work environment where heavy objects may fall onto the feet and where objects may penetrate the shoe and cut or puncture the feet. As a result, protective footwear is required for Warehouse Team Members, in compliance with ANSI Standard Z41-1991, "American National Standard for Personal Protection- Protective Footwear." To promote the reduction of foot injury, the following criteria is required in the footwear that you wear while working in the warehouse:

- 🍅 A safety shoe designed to protect the toes (reinforced by steel or composite material)
- 🍅 No smooth or leather soles

Please talk with your Manager if you have questions about your shoes meeting the above criteria. In addition, it is your responsibility to regularly inspect the soles of your work shoes and replace them as necessary when the tread is worn down to  $\frac{1}{4}$  of the original depth.

Although specific brands are not required, a variety of styles is offered through *Lehigh Outfitters*. Ordering from this resource provides two benefits: (1) no up-front cost to you and (2) Earth Fare will pay \$10 toward each pair. Payment is made through payroll deduction and split into two equal payments out of your next two paychecks. Please see your Manager for a catalog and order form.

## Name Tag

As a part of the Dress Code and for the provision of good customer service, your Earth Fare name tag must be worn at chest level while on work time in the store environment. Your name must be visible and easily read by others. A lost or damaged name tag should be replaced by sending a completed Replacement Request form to payroll. A \$3.00 processing fee will be taken out of your pay check, as indicated on the request form. If a supervisor deems it necessary to replace an unprofessional looking name tag due to normal wear and tear, the fee is waived.

## Personal Property

Only bring what you need! You are responsible for safeguarding your personal effects while at work. We accept no responsibility for any personal property that is lost, damaged, or stolen, including cash. Your personal belongings should be stored in non-work areas. Because certain items are illegal and/or prohibited from being on company property, we reserve the right to inspect personal storage areas, desks, file cabinets, and their contents with or without advance notice or consent. Such inspections may be conducted by any person designated by the company.

## Food and Beverage Consumption

Food/beverage is to be consumed only while you are on a break and in the café area. Team members should refrain from eating and drinking in the retail area of the store, or in any food preparation areas. In addition, please refrain from chewing gum while working and openly consuming foods not sold at Earth Fare (e.g., McDonald's, Coca-Cola, etc).

**No products (including samples, discontinued, damaged, mispicks, shrink) are allowed to be taken or consumed/used by a Team Member without prior approval by the Store Manager.** The Store Manager has the authority to determine if there are situations in which a product may be sampled and/or taken, and, if so, proper guidelines must be used.

## Personal Electronic Devices

Please refrain from using electronic devices such as radios, I-Pods, MP3's, etc. in the store environment. To maximize opportunities to provide excellent customer service, these devices are not permitted.

## Phone Use

Telephones at Earth Fare locations are for business calls. However, when brief and necessary, local personal calls may be made during break times.

### Cell Phone Use

In promotion of customer service, safety, productivity, and image, personal cell phone use is discouraged during work time.

During your scheduled work time, personal cell phone use (including texting, checking voice mail, and using the internet) should be limited to paid rest breaks and unpaid meal breaks. In addition, personal cell phones should be set to the silent or vibrating mode during your work time. Due to daily business-related activities, this expectation does not apply to team members with company-issued cell phones, store managers, and assistant store managers.

For Team Members whose job responsibilities include driving, cell phone use while driving is strongly discouraged. Team members should safely park the vehicle before making calls, returning calls, texting, and checking voice mail. Accidents or traffic violations incurred while driving and using a cell phone may be considered to be preventable and subject to disciplinary action.








## Parking

In consideration for the convenience of our customers, designated parking areas are established for use by team members. You will be advised of location(s) during your orientation. Please use good judgment when parking your vehicle, as Earth Fare assumes no responsibility for damage or loss in the parking facilities. In addition, please secure your bicycle outside of the facility in an appropriate location.

## Confidential Information

As a valued employee, you may be entrusted with confidential information about Earth Fare and/or its customers. This information must be handled in strict confidence. It is essential that you do not inappropriately disclose such information. As tempting as it might be to discuss the information with family or friends on occasion, or even other team members who are not involved in the area of confidentiality, disclosing the information could present a problem for the company and even affect your job security as well as that of others. You are also responsible for the internal security of such information.

Confidential information includes, but is not limited to:

-  passwords
-  business plans
-  recipes
-  payroll information
-  computer and financial information
-  safe combinations
-  alarm and voicemail codes

- 🍅 information contained in personnel files
- 🍅 personal health information

Anyone requesting information concerning media questions, confidential affairs, or wanting to film or photograph store property should be referred to the Home Office.

## Breaks

Both paid and unpaid breaks are available to team members, depending on the length of your work day.

A paid rest break means you do not clock out, therefore you **MUST** remain on the premises. Outside patio areas are considered on premises. Seek approval from your supervisor before leaving your work area to take a break.

Paid Rest Breaks:

- 🍅 Two 10-minute breaks for a shift of 7 or more hours
- 🍅 One 10-minute break for a shift between 4 - 7 hours
- 🍅 Breaks do not apply to shifts less than 4 hours

A 30-minute unpaid meal break is available during shifts of 6 or more hours. Department Managers must approve and schedule meal breaks. You must clock out and back in for this break. You may leave the premises on your unpaid meal break. Again, please seek approval from your supervisor before leaving your area to take a break.

In compliance with the Patient Protection & Affordable Care Act and in support of Team Members who are breastfeeding, a reasonable number of breaks are provided for the purpose of expressing milk regardless of the length of the work shift. Paid rest breaks may be extended up to 20 minutes for this purpose, and a private area will be made available. Please talk to your Front End Manager, Department Manager or Store Manager to coordinate.

## Absenteeism

You are responsible for regular attendance and promptness. Excessive absenteeism/tardiness, defined as 3 or more instances (excused or unexcused) in a 30-day period of time, will result in a documented coaching report. A trend of excessive absenteeism/tardiness will lead to termination.

**Call-in procedure:** If you are unable to work because of illness or an unplanned event, you should notify your Department Manager or the Manager on Duty at least two hours

before your starting time on each day of your absence. Failure to provide required advance notice will result in a documented coaching report. A subsequent instance of not providing advance notice will result in termination.

“No Show/No Call” may result in termination, particularly when a reasonable explanation is not provided to your Department Manager as soon as is reasonably possible after your absence. If two (2) consecutive workdays pass without notification, Earth Fare will assume that you have voluntarily resigned.

Any adjustment to working your complete scheduled shift must be approved in advance by your supervisor (or Store Manager if applicable). Time away from regularly scheduled work should be limited to an amount that can be covered by available Vacation or Sick Leave, except under unusual circumstances in which your manager must approve time off without pay. When abuse is suspected (as in a pattern of frequent absences before and after holidays or weekends), a physician’s statement may be requested.

Illness-related absences of more than three (3) consecutive calendar days may be protected by FMLA and require a physician’s statement for your absence(s) and your return to work. In this event, you should contact your Front End Manager or the Human Resources Department.

\*Approved vacation, FMLA and/or Worker’s Comp time is not considered absenteeism.

## Tardiness

You are responsible for reporting to work by your scheduled start time each day. Arriving at a later time (if hourly, clocking in at a later time) and/or not starting work within a few minutes of your scheduled start time is considered tardiness. This is unacceptable behavior, creates morale problems, and interferes with productivity.

Excessive absenteeism/tardiness, defined as 3 or more instances (excused or unexcused) in a 30-day period of time, will result in a documented coaching report. A trend of excessive absenteeism/tardiness will lead to termination.

**Call-in procedure:** If you are going to be late, you should notify your Department Manager or the Manager on Duty at least 30 minutes prior to your scheduled start time. Failure to provide required advance notice will result in a documented coaching report. A subsequent instance of not providing advance notice will result in termination.

In addition, asking someone else to notify your Manager is not acceptable, except under emergency situations.

# Electronic Access Policy

## A. General

Earth Fare provides some, if not all, employees with electronic access, consisting of an email system, a network connection, and Internet/Intranet access.

This policy governs all use of Earth Fare's network, Internet/Intranet access, and email system at all Earth Fare locations and offices. This policy includes, but is not limited to, electronic mail, chat rooms, the Internet, news groups, electronic bulletin boards, Earth Fare's Intranet and all other Earth Fare electronic messaging systems.

## B. Email Policies and Procedures

Earth Fare's email system is designed to improve service to our customers, enhance internal communications, and reduce paperwork. Employees using Earth Fare's email system must adhere to the following policies and procedures:

- 🍅 Earth Fare's email system, network, and Internet/Intranet access are intended for business-use only. Employees may access email and the Internet for personal use only during non-working hours, and strictly in compliance with the terms of this policy.
- 🍅 All information created, sent, or received via Earth Fare's email system, network, Internet, or Intranet, including all email messages and electronic files, are the property of Earth Fare. Employees should have no expectation of privacy regarding this information. Earth Fare reserves the right to access, read, review, monitor, and copy all messages and files on its computer system at any time and without notice. When deemed necessary, Earth Fare reserves the right to disclose text or images to law enforcement agencies or other third parties without the employee's consent.
- 🍅 Users should never communicate cardholder data (includes but not limited to: PAN, PIN, security code, etc) via any messaging technology (includes the following, but not limited to: email, IM, chat, text, etc).
- 🍅 Use extreme caution to ensure that the correct email address is used for the intended recipient(s).
- 🍅 Any message or file sent via email must have the employee's name attached.
- 🍅 Personal email accounts are not permitted unless expressly authorized in advance by Earth Fare's IT Department.
- 🍅 Personal messages shouldn't be kept or received via Earth Fare's email system they should be forwarded to a personal account and deleted.

- 🍅 Alternate Internet Service Provider connections to Earth Fare's internal network are not permitted unless expressly authorized by Earth Fare and properly protected by a firewall or other appropriate security device(s) and/or software.
- 🍅 Confidential information should not be sent via email unless encrypted by Earth Fare approved encryption software and according to established Earth Fare procedure in affect at the time of transmittal. This includes the transmission of customer financial information, Social Security numbers, employee health records, or other confidential material.
- 🍅 Employees must provide the IT Department with passwords if requested.
- 🍅 Only authorized management personnel are permitted to access another person's email without consent.
- 🍅 Employees should exercise sound judgment when distributing messages. Client-related messages should be carefully guarded and protected. Employees must also abide by copyright laws, ethics rules, and other applicable laws.
- 🍅 Email messages must contain professional and appropriate language at all times. Employees are prohibited from sending abusive, harassing, intimidating, threatening, and discriminatory or otherwise offensive messages via email. Sending abusive, harassing, intimidating, threatening, discriminatory or otherwise offensive messages via email will result in disciplinary action up to and including termination.
- 🍅 Email usage must conform to Earth Fare's harassment and discrimination policies.
- 🍅 Use of Earth Fare's email system to solicit for any purpose, personal or otherwise, without the consent of Earth Fare is strictly prohibited.
- 🍅 Chain messages and executable graphics and/or programs should be deleted. Any employee engaging in the transmission of inappropriate emails, as determined by management, will be subject to disciplinary action, up to and including termination.
- 🍅 Employees should archive messages to prevent them from being automatically deleted. All messages archived in Earth Fare's computer system shall be deemed Earth Fare property, as is all information on Earth Fare's systems. Employees are responsible for knowing Earth Fare's email retention policies.
- 🍅 Misuse and/or abuse of electronic access, including but not limited to, personal use during working hours, copying or downloading copyrighted materials, visiting pornographic sites or sending abusive email messages will result in disciplinary action, up to and including termination.
- 🍅 Violation of any of these policies will subject an employee to disciplinary action, up to and including termination.

## **C. Network and Internet Policy**

### **1) Personal Responsibility**



By accepting an account password, related information, and accessing Earth Fare's Network or Internet system, an employee agrees to adhere to Earth Fare policies regarding their use. You also agree to report any misuse or policy violation(s) to you Store Manager or IT Director.

### **2) Permitted Use and Term**

Use of the Network and the Internet is a privilege, not a right. Use of Network and Internet access extends throughout an employee's term of employment, providing the employee does not violate Earth Fare's policies regarding Network, Internet or Intranet use.

### **3) Availability and Access**

Earth Fare reserves the right to suspend access at any time, without notice, for technical reasons, possible policy violations, security or other concerns.

-  Remote access will be provided to approved personnel
-  All employees accessing Earth Fare's network remotely must use approved VPN software. All software and access will be provided by the IT department per approval.

### **4) Content and Communications**

Earth Fare, at its sole discretion, will determine what materials, files, information, software, communications, and other content and/or activity will be permitted or prohibited.

### **5) Privacy**

Network and Internet access is provided as a tool for our organization's business. Earth Fare reserves the right to monitor, inspect, copy, review, and store at any time, without prior notice, any and all usage of the Network and Internet, as well as any and all materials, files, information, software, communications, and other content transmitted, received or stored in connection with this usage. All such information, content, and files are the property of Earth Fare. An employee should have **no** expectation of privacy regarding them. Network administrators may review files and intercept communications for any reason, including but not limited to maintaining system integrity and ensuring employees are using the system consistently with this Policy.

### **6) Downloaded Files**

Files are not to be downloaded from the Internet without the prior authorization of management. Any files authorized for download from the Internet must be scanned with virus detection software before being opened. Employees are reminded that information obtained from the Internet is not always reliable and should be verified for accuracy before use.

## **7) Confidential Information**

Employees may have access to confidential information about Earth Fare, other employees and clients. With the approval of management, employees may use email to communicate confidential information internally to those with a need to know. Such email must be marked "Confidential." For purposes of this policy, confidential information includes, but is not limited to:

- 🍅 Procedures for computer access and passwords of Earth Fare's clients and customers, program manuals, user manuals, or other documentation, run books, screen, files, or database layouts, systems flowcharts, and all documentation normally related to the design or implementation of any computer programs developed by Earth Fare relating to computer programs or systems installed either for customers or for internal use;
- 🍅 Lists of present clients and customers and the names of individuals at each client or customer location with whom Earth Fare deals, the type of equipment or computer software they purchase or use, and information relating to those clients and customers which has been given to Earth Fare by them or developed by Earth Fare, relating to computer programs or systems installed;
- 🍅 Lists of or information about personnel seeking employment with or who are employed by Earth Fare.
- 🍅 Prospect lists for actual or potential clients and customers of Earth Fare and contact persons at such actual or potential clients and customers;
- 🍅 Any other information relating to Earth Fare's research, development, inventions, purchasing, engineering, marketing, merchandising, and selling.

## **8) Prohibited Activities**

Employees are prohibited from using Earth Fare's email system, network, or Internet/Intranet access for the following activities:

- 🍅 Downloading software without the prior written approval of Earth Fare's IT Department.
- 🍅 Printing or distributing copyrighted materials. This includes, but is not limited to software, articles and graphics protected by copyright.
- 🍅 Using software that is not licensed by the manufacturer or approved by Earth Fare.
- 🍅 Using any network, disk-based, handheld, or similar device to access Earth Fare's network without prior written approval of Earth Fare's IT Department.
- 🍅 Sending, printing, or otherwise disseminating Earth Fare's proprietary data, or any other information deemed confidential by Earth Fare, to unauthorized persons.

- 🍅 Operating a business, soliciting money for personal gain or otherwise engaging in commercial activity outside the scope of employment
- 🍅 Searching for outside employment.
- 🍅 Making offensive or harassing statements based on race, color, religion, national origin, veteran status, ancestry, disability, age, sex, or sexual orientation.
- 🍅 Sending or forwarding messages containing defamatory, obscene, or harassing statements. An employee should notify their supervisor and/or Human Resource Director immediately upon receiving such a message. This type of message should not be forwarded.
- 🍅 Sending or forwarding a message that discloses personal information without Earth Fare authorization. This shall also include accessing, transmitting, receiving, or seeking confidential information about clients or fellow employees without authorization.
- 🍅 Sending ethnic, sexual-preference or gender-related and/or jokes via email. "Jokes", which often contain objectionable material, are easily misconstrued when communicated electronically.
- 🍅 Sending or soliciting sexually oriented messages or images.
- 🍅 Attempting to access or visit sites featuring pornography, terrorism, espionage, theft, or drugs.
- 🍅 Gambling or engaging in any other criminal activity in violation of local, state, or federal law.
- 🍅 Engaging in unethical activities or content.
- 🍅 Participating in activities, including the preparation or dissemination of content, which could damage Earth Fare's professional image, reputation and/or financial stability.
- 🍅 Permitting or granting use of an email or system account to another employee or persons outside Earth Fare. Permitting another person to use an account or password to access the Network or the Internet, including but not limited to, someone whose access has been denied or terminated, is a violation of this policy.
- 🍅 Using another employee's password or impersonating another person while communicating or accessing the Network or Internet.
- 🍅 Introducing a virus, harmful component, corrupted data or the malicious tampering with any of Earth Fare's computer systems.

## **9) Computer Equipment**

The following policies are designed to reduce repair costs, maintain the integrity of our system and protect Earth Fare's assets. Employees should adhere to the following:

- 🍅 Do not keep liquids or magnets on or near the computer.
- 🍅 Do not remove any computer from the building without written permission from management.
- 🍅 Do not transport disks back and forth between home and office. This will help minimize exposure to viruses.
- 🍅 Do not install any unapproved software on Earth Fare computer equipment.

### **Modem, Wireless, or Remote Access Device Usage:**

Modem or wireless devices can represent a threat to the security of confidential data. As such, the usage of these devices requires the following:

- 🍅 Explicit IT department management approval to use modem or wireless devices.
- 🍅 All device use is authenticated with at least a user ID and password.
- 🍅 Management keeps a list of all devices and personnel allowed access them.
- 🍅 Devices must be labeled with owner, contact information, and purpose.
- 🍅 Management and the IT department will define the acceptable use of such devices.
- 🍅 IT department will define the acceptable network locations for such devices.
- 🍅 IT will keep a list of company approved products.
- 🍅 Automatic disconnection of sessions will be set to 30 minutes of inactivity when and if needed.
- 🍅 Activation of modems/wireless for vendors only when needed by vendors, with immediate deactivation after use.
- 🍅 When accessing cardholder data remotely, we prohibit storage of cardholder data onto local hard drives, floppy disks, or other external media. Also, cut-and-paste and print functions during remote access are prohibited.

(Ref. PCI Security Audit Procedures v1.2, section 12.3)

### **10) Compliance**

Though each individual is responsible for his/her own actions, management personnel are responsible for ensuring employee compliance with Earth Fare policy.

Any employee aware of a policy violation should immediately report the violation to their supervisor, IT Department and/or the Human Resource Director.

Employees who violate this policy and/or use Earth Fare's email system, network, Internet, or Intranet access for improper purposes will be subject to disciplinary action, up to and including termination.

### **11) Noncompliance**



Violation of these policies will result in disciplinary action, up to and including termination.

## **12) Software Policies and Procedures**



Software piracy is both a crime and a violation of Earth Fare's Software Usage Policy.

Employees are to use software strictly in accordance with its license agreement. Unless otherwise provided in the license, the duplication of copyrighted software (except for backup and archival purposes by designated managerial personnel) is a violation of copyright law. In addition to being in violation of the law, unauthorized duplication of software is contrary to Earth Fare's standards of employee conduct.

To ensure compliance with software license agreements and Earth Fare's Software Usage Policy, employees must adhere to the following:

-  Employees must use software in accordance with the manufacturer's license agreements and Earth Fare's Software Usage Policy. Earth Fare licenses the use of computer software from a variety of outside companies. Earth Fare does not own the copyright to software licensed from other companies. Employees acknowledge they do not own software or its related documentation. Employees may not make additional copies of software, unless expressly authorized by the software publisher. The only exception will be a single copy, as authorized by designated managerial personnel, for backup or archival purposes.
-  Earth Fare does not condone and prohibits the unauthorized duplication of software. Employees illegally reproducing software will be subject to disciplinary action. In addition, employees illegally reproducing software may be subject to civil and criminal penalties including fines and imprisonment.

**NOTE:** Unauthorized reproduction of software is a federal offense under US and Canadian copyright laws. In the United States, violators may be subject to civil damages in amounts up to \$150,000 per title copied. Criminal penalties include fines as high as \$250,000 per software title copied, and imprisonment of up to 5 years.

-  Any employee who knowingly makes, acquires, or uses unauthorized copies of computer software licensed to Earth Fare, or who places or uses unauthorized software on Earth Fare's premises or equipment shall be subject to disciplinary action, up to and including termination.
-  Employees are not permitted to install their personal software onto Earth Fare's computer system. Employees are not permitted to copy software from Earth

Fare's computer system for installation on home or other computers without prior authorization.

- 🍅 In cases that require an employee to use software at home, Earth Fare will purchase an additional copy or license. Any employee issued additional copy(s) of software for home use acknowledges that such additional copy(s) or license(s) purchased for home use are the property of Earth Fare. Employees who are required to use software at home should consult with the IT Department to determine if appropriate licenses allow for home use.
- 🍅 Employees are prohibited from giving software or fonts to clients, customers, vendors, and other persons not in the employ of Earth Fare. Under no circumstances will Earth Fare use software from an unauthorized source, including, but not limited to, the Internet, home, friends and/or colleagues.
- 🍅 Employees who suspect or become aware of software misuse are required to notify their store manager, IT Department or Human Resources Director.
- 🍅 All software used on company-owned computers will be purchased through appropriate procedures. Consult your supervisor, Chief Information Officer, Human Resources manager or department manager for proper procedures.

#### **D. Security Awareness**

Identify theft is one of the most common and damaging crimes today. Earth Fare is doing its part to protect all our customers and employees. Earth Fare maintains compliance with the Payment Card Industry Data Security Standard (PCI-DSS), which means we meet a strict set of rules and regulations to ensure our credit card environment is secure. Earth Fare needs the help of all personnel to ensure our success in protecting cardholder data. Listed below are some things we can all do to help secure our environments:

- 🍅 Request authorization for any unknown people in personnel areas (such as: communications closets, back of store, server room, cash office, etc.).
- 🍅 Remember IT personnel will check in with MOD and will have ID.
- 🍅 Look for any suspicious activity and report to Technical Support and MOD (unknown people working on registers, pin pads, servers, etc.).
- 🍅 Make sure a customer's card number, expiration date, or pin number is never written down.
- 🍅 Ensure cash office is secured at all times (door locked and no unauthorized personnel).
- 🍅 Ensure all workstations are locked or logged off when away from computer (Except cash office PC).

(Ref. PCI Security Audit Procedures v1.2, section 12.6)

## Keys

You may be issued a company-owned key(s), depending on your position. These keys may not be duplicated or loaned. If you lose keys, please notify your Store Manager immediately. Keys must be returned upon termination of employment.

## Company Name and Letterhead

The Earth Fare name is registered. Only management may authorize the use of our name or information in any communication. Earth Fare letterhead is for business correspondence only.

## Intellectual Property

We value our team members' skill, intelligence, and sense of responsibility, and we appreciate your contributions at work and in our communities. Together, we have helped make Earth Fare a leader in our industry. All creations, systems, processes, recipes, trade secrets, documents, and other intangible rights that are produced, conceived, or developed by you, either alone or with others, while employed at Earth Fare and related to Earth Fare business shall be the sole property of Earth Fare to use in any fashion and may not be used or disclosed without prior written consent of the company. You must disclose to Earth Fare any of the above mentioned items during your employment. In addition, this property may not be shared with a competitor at any time, even after an employment relationship ends.

## Lost and Found

The Lost and Found is located in the Front End Office.

# What is the process?

## Communications

We want to keep you informed, interested, and involved! Being an active part of the Earth Fare team is critical to the company's success.

- 🍅 **Team Earth Fare Website:** a website for team members only for submitting ideas and getting internal news <http://www.teamearthfare.com>
- 🍅 **Team Member Communication Board:** housed next to the time clock in each store to display company-related information, product-related information, Friends of Earth Fare information, Boot Patrol updates, team member kudos, internal job postings, store news, and team marketplace
- 🍅 **Alertline 1-800-93-ALERT:** in addition to reporting risks to your manager, this is a 24/7 method with the option for remaining anonymous for you to report your knowledge or suspicions of any business risks which you feel are damaging to the successful operations of the company, to include situations or events which harm you/coworkers/customers, illegal or immoral behavior, theft, harassment, etc.

## Performance Evaluations

Managers are strongly encouraged to provide ongoing feedback to those they supervise, with the intention of keeping Team Members aware of when you are performing well and when improvement is needed. Team Members are provided with documented feedback from their managers at least on an annual basis. Depending on your position, specific goals may also be created.

## Personnel File Access

Your personnel file is maintained in the Human Resources Department and is considered confidential. Managers and supervisors outside of Human Resources may only have access to personnel file information on a need-to-know basis. A manager or supervisor considering the hire of a former or current team member may be granted access to the file.







If you would like to review your personnel file, contact the Human Resources Department. You may also request to receive a copy of certain documents in your file.

## Incident Weather










In the event of adverse weather and/or unusual circumstances such as a power outage, Earth Fare may vary its operating procedure or store hours. The Store Manager determines any change in operating procedure or store hours. If you are scheduled to work on a day when adverse weather is affecting travel, please contact the store before leaving home.

## Discipline

As a team member, you are required to follow company policies and procedures. If violations occur, a disciplinary process may be put in place by your supervisor or Store Manager. For coachable behaviors requiring corrective action, discipline will involve written documentation at a minimum. A warning provides the team member with an opportunity to be aware of expectations and demonstrate appropriate changes in behavior. Failure to make corrective action will lead to termination. Examples of coachable behaviors include, but are not limited to, the following:

-  Unsatisfactory attendance/tardiness
-  Unsatisfactory work performance
-  Unauthorized personal cell phone use
-  Violation of cash handling procedures
-  Violation of dress code policy
-  Uncooperative behavior

Certain behaviors of a more serious nature may lead to immediate termination. Examples include, but are not limited to, the following:





-  Theft (including failure to get Store Manager approval before taking/consuming unpaid products)
-  Lying, concealing mistakes
-  Falsifying time clock records (to include clocking in/out for someone other than yourself) or financial records/reports
-  Working under the influence of alcohol/drugs
-  Disclosure or misuse of confidential company information
-  Possessing firearms/weapons/illegal drugs on property
-  Purchasing or selling alcohol to underage
-  Physical assault
-  Harassment

Team members in a management/leadership position are expected to set an example of professionalism for others and to represent the company with a positive image, both on and outside of company premises. As a result, unprofessional behavior and insubordination demonstrated by members of this group may be subject to immediate termination.

Refer to the 90-Day Introductory Period for additional information on the management of unsatisfactory behavior regarding new hires.

## *Conflict Resolution*

It is important to resolve conflicts before serious problems develop. Most incidents resolve themselves naturally; however, if you believe a situation persists that is detrimental, follow the four-step procedure described here.

-  **Step One**— Discuss the problem with your Department Manager. If you do not believe a discussion with your Manager is appropriate, you may proceed directly to *Step Two*.
-  **Step Two**— Discuss the problem with the Front End Manager who will consider the facts, and conduct an investigation. You will receive a response as soon as possible.
-  **Step Three**— If you are not satisfied with the solution as determined by the Front End Manager, you may request a review by the Store Manager. The Store Manager will review the information, conduct an independent investigation and render a decision.
-  **Step Four**— If you feel the decision of the Store Manager is unsatisfactory, you may request an appeal to the Human Resources Director, whose decision will be final.

Earth Fare is not required to consider or review frivolous complaints or complaints submitted in bad faith. Once a complaint has been reviewed and we have determined that no response is necessary, we have no obligation to review additional complaints on the same subject. This procedure does not prevent, limit, or delay us from taking disciplinary action against any team member.

# Family and Medical Leave

The Family and Medical Leave Act of 1993 (FMLA) is a federal law established to assist team members in balancing their work and family life. It was intended and designed to give workers assurance that they will not lose their jobs in order to meet their personal and family obligations or to tend to vital needs at home. It provides the continuation of any health care benefits and provides job protection while out on an approved FMLA leave.

**Eligibility:** team members who have worked at least 12 consecutive months and 1,250 hours during the 12 months prior to the start of the FMLA leave.

**Leave Time:** up to 12 weeks in a rolling 12-month time period

FMLA leaves are granted for the following reasons:

- 🍅 birth and/or care of a newborn child;
- 🍅 placement with the team member of a child for adoption or foster care and to care for the newly placed child;
- 🍅 to care for an immediate family member (spouse, child or parent, but not a parent-in-law) with a serious health condition\*;
- 🍅 when the team member is unable to work because of a serious health condition\*; or
- 🍅 any qualifying exigency arising out of the fact that the spouse, child, or parent of the team member is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation.

\*A “serious health condition” is defined as an illness, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the team member from performing the functions of the job, or prevents the qualified family member from participating in school or other daily activities. Applicable conditions also involve a period of incapacity of more than 3 consecutive days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment. Any period of incapacity due to pregnancy or a chronic condition may meet qualifications.

In addition, an eligible team member who is the spouse, child, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in

the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12-month period to care for the service member. This military caregiver leave is available during “a single 12-month period” during which an eligible team member is entitled to a combined total of 26 weeks of all types of FMLA leave.

### **Team Member Notice Requirements:**

- 🍅 Team member must provide 30 days notice where need for leave is foreseeable. If not practicable, notice must be given the same or next business day.
- 🍅 When leave is not foreseeable, notice must be given a minimum of two hours prior to the beginning of scheduled work time. Notice by a family member or spokesperson is permitted.
- 🍅 If leave is due to a team member’s or covered family member’s serious health condition, a completed physician’s certification (WH-380E or WH-380F or WH-385) is required within 15 days of a request from the Human Resources Department.
- 🍅 If leave is due to a qualifying exigency for military family leave, a completed WH-384 is required within 15 days of a request from the Human Resources Department.
- 🍅 If leave is due to a team member’s health condition, the team member must provide a physician’s statement authorizing “release to work” prior to returning to work.

### **Earth Fare Notice Requirements:**

- 🍅 Upon receiving notice of a need for leave, the Human Resources Department will provide the Notice of Eligibility and Rights & Responsibilities (WH-381) to the team member within 5 business days, indicating eligibility or disqualification for FMLA leave.
- 🍅 If eligible for FMLA leave, the team member will receive a Designation Notice (WH-382).

All accrued, unused vacation and sick leave hours are applied during your leave, unless you are receiving Short Term Disability benefits. After accrued leave is exhausted, the balance of the leave is without pay. Vacation and sick leave hours cease to accrue during leave, as accruals are based on regular work time.

## Military Leave

The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) is a federal law established to provide various rights and benefits for employees and applicants for employment who have served the nation in military or other forms of protected governmental services. Provisions include leaves of absence and re-employment for employees who enter military service.

**Eligibility for Leave:** team members have provided advance written or verbal notice of their need for leave based on uniformed service and have left their jobs for the purpose of performing military service.

A team member who is out on military leave will retain health insurance coverage for the first 31 days of uniformed service, provided payment is made of biweekly premiums. Those who are out on military leave beyond the 31 days will be eligible for COBRA benefits for up to 24 months.

**Eligibility for Reemployment:** team members on military leave who provide timely communication reflecting the intent for reinstatement (may be verbal or written). For leaves up to 30 days, notification of intention to return to work should be given by the next day after returning from military service. For leaves of 31 - 180 days, notification should be given within two weeks of returning. For leaves of 181 days or more, notification should be given no later than 90 days after returning. In cases of a service-related injury or illness, the reporting and application deadlines are extended for up to two years for individuals who are hospitalized or convalescing because of a service-related illness or injury.

Reemployment is effective as soon as is reasonably possible, in conjunction with the weekly schedule preparation.

Accrued, unused vacation and sick leave hours may be used during military leave, at the team member's request. After accrued leave is exhausted, the balance of the leave is without pay. You will accrue vacation hours during any time you are on military leave. Accrued hours will be based on your average hours worked over the previous 12 months (or from your start date if employed for less than 12 months). The accrued hours will become available to use when you return to work.

## Check Cashing

When making a purchase, an Earth Fare team member may write a personal check for the amount of the purchase, but not for any amount over the purchase in order to receive cash back. No paychecks or two-party checks are allowed to be cashed.

If an Earth Fare team member writes a dishonored check to Earth Fare, the check will be first processed as any customer dishonored check. Clear Check/TeleCheck will attempt to collect the funds and NSF fee by electronically debiting the checking account of the dishonored check writer. However, if Clear Check/TeleCheck is unable to collect the funds and NSF fee, Earth Fare will collect the amount due from the employee's payroll check.

## Termination/Resignation

At the end of your active employment status with Earth Fare you will be invited to participate in an exit interview. Your participation is voluntary but could be extremely useful in evaluating what we are doing right and what areas we need to improve upon.

If you decide to resign from your position, we ask that you provide your manager with at least two-weeks' notice in writing.

Any available vacation time will be paid out in your last pay check, provided you gave and worked a two weeks' resignation notice. Once notice is given, management reserves the right to adjust your schedule to require a lesser period of scheduled work time.

# How do we keep the work environment healthy, safe, and productive?

## Security

To safeguard the property of Earth Fare and our customers, we reserve the right to question all persons entering and leaving the premises, to include the inspection of any packages, handbags, briefcases, lunchboxes, other possessions carried to and from our property, offices, desks, files, lockers or other space on the premises. Inspections may be conducted at any time at our discretion.








In the event of a robbery, do not attempt to be a hero. Give the robber whatever is requested. Call the police and the Home Office as soon as possible.

Only team members are allowed in the backrooms, with the exception of vendors who are accompanied by a designated team member.

You will receive training in security procedures during orientation. Individual department responsibilities for security will be covered in job training. In the event of an emergency, you are expected to follow the instructions of the Manager on Duty or Store Manager.

## Safety and Health

All Occupational Safety and Health Administration (OSHA) regulations must be followed. You are responsible for:

-  exercising maximum care and judgment to prevent accidents and injuries
-  maintaining clear pathways around work stations
-  reporting and seeking first aid for all injuries, no matter how minor
-  reporting unsafe conditions, equipment, or practices
-  properly using equipment in a safe manner
-  observing all safety rules and regulations
-  notifying your Department Manager, *before beginning the workday*, of any medication that may cause drowsiness or other side effects that could lead to injury to yourself or your co-workers

**Personal Emergency or Special Medical Needs**— If you (or a customer) have a personal or medical emergency, contact the Manager on Duty, Front End Manager, Department Manager, and Store Manager (in that order). If you have any physical limitations, medical allergies or other special medical need, advise the Front End Manager and clearly specify what reasonable accommodations are required.







**Accident**— No matter how insignificant an injury may seem at the time of occurrence, you must notify the Manager on Duty. Accident reports should be completed and given to the Front End Manager within 48 hours of the time of the accident. When personal injury is involved, make sure the injured person receives immediate medical attention. If medical treatment is necessary, a drug screening will be administered.

**First Aid**— Necessary first aid supplies are kept in the Front End Office or other designated areas.

**MSDS (Material Safety Data Sheets)**— Information as required by OSHA on cleaning materials, etc. is available in the department where those materials are stored and used. Ask the Manager on Duty for the location.

## Driver Safety

Team members may be required to drive as related to business necessity, and safety should always be a priority. The following procedures should be applied at all times while performing work-related driving:

-  Wear seat belts at all times while in a moving vehicle, whether you are the driver or a passenger
-  Refrain from using handheld cell phones, whether personal or company-owned, while behind the wheel of a moving vehicle (see Cell Phone policy)
-  Refrain from distracting activities including, but not limited to, eating, reading, changing radio stations, etc.
-  Refrain from the use of alcohol, drugs or other substances, including certain over-the-counter cold or allergy medications that in any way may impair your driving ability
-  Follow all driving laws and safety rules such as adherence to posted speed limits and directional signs, use of turn signals, and avoidance of confrontational or offensive behavior while driving
-  Promptly report any accidents to local law enforcement as well as to your supervisor in order to initiate internal reporting procedures

- 🍅 Report, as soon as possible, any moving or parking violations received while driving on company business
- 🍅 Failure to adhere to these procedures may result in disciplinary action

In positions where driving is an essential job function, i.e. **regular and frequent** driving is required to perform job duties, a driver's license check (MVR) will be pulled on those designated Team Members as a part of the new hire selection process and annually thereafter. In addition to a satisfactory driving record, personal automobile insurance is required (for those driving their personal vehicle for company business) and must be maintained with the following minimums: \$100,000 bodily injury per person, \$300,000 bodily injury per accident, and \$50,000 property damage.

An unsatisfactory record will result in a 12-month probation period. For the duration of the probation period, you must immediately report any new violations to your supervisor and the Human Resources Director, and Earth Fare reserves the right to periodically pull a MVR. An unsatisfactory driving record reflects any of the following:

- 🍅 Conviction of an alcohol and/drug related driving offenses;
- 🍅 Refusal to submit to a Blood Alcohol Content (BAC) test;
- 🍅 Criminal conviction (e.g. Felony, negligent homicide, manslaughter, hit and run, etc);
- 🍅 Driving on a suspended license; or
- 🍅 Three or more violations in a twelve (12) month time period, i.e. speeding, accident involvement, reckless driving, etc.

Suspension of driving privileges will occur if any further violations occur during the probation period. If you are in a designated position in which driving is an essential job function, suspension of driving privileges may result in the loss of your current position assignment. If Earth Fare cannot reasonably accommodate a transfer to a non-driving position, termination of employment may apply.

\*Truck Drivers – separate policy applies

## Accidents



Most accidents can be avoided by maintaining awareness of your surroundings and focusing on the job at hand. Should you experience a work-related injury or illness, however, it must be reported immediately to your supervisor, Front End Manager, or Manager on Duty. Necessary paperwork will be completed and submitted to the workers' compensation insurance carrier and the Human Resources Department. If

immediate medical attention is necessary, you will be required to go to a company-approved medical facility. The visit, including any prescribed medications, will be paid for.




All team members are covered by workers' compensation insurance, which compensates you for lost time, medical expenses, and loss of life or dismemberment from an injury arising out of or in the course of work. After meeting specific qualifications, including a minimum number of lost work days due to a work-related injury, workers' compensation typically pays 66% (2/3) of your salary as a benefit. You will accrue vacation hours during any time you are receiving workers' compensation pay. Accrued hours will be based on your average hours worked over the previous 12 months (or from your start date if employed for less than 12 months). The accrued hours will become available to use when you return to work.

## Harassment

Harassment is considered to be any verbal or physical contact that denigrates or shows hostility or aversion toward an individual because of his/her race, color, gender, creed, age, religion, national origin, disability, veteran status, political affiliation, sexual orientation, pregnancy, or any other legally protected status. Harassing conduct includes, but is not limited to, the following:

-  epithets, slurs, negative stereotyping or threatening, intimidating or hostile acts that relate to any of the statuses listed above
-  written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of a status(es) listed above and that is placed on company walls, bulletin boards or elsewhere on Earth Fare's premises, or circulated in the workplace.

Sexual harassment involves unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

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

Earth Fare is committed to providing a productive work environment; acknowledges that harassment, sexual (including same gender) or otherwise, is against the law; and will not tolerate verbal or physical conduct by any manager, team member, vendor, or customer which harasses, disrupts, or interferes with another's work performance or which creates an intimidating, offensive, or hostile environment.

Any team member who feels that the actions or words of another constitute unwelcome harassment has a responsibility to:

1. Let the offending person(s) know you find the actions and/or words offensive by telling him/her directly or through your supervisor. Be definite in voicing your disapproval. If the unwelcome behavior continues...
2. Immediately file a written complaint with your supervisor or the Human Resources Director.

All team members with knowledge of harassment, even those who are not victims or supervisors, have the responsibility to report the violation to their supervisor or the Human Resources Director.





Upon receipt of a complaint, the supervisor has the responsibility to notify the Human Resources Director. At that time, a complete investigation will be conducted in as impartial and confidential a manner as possible and every reasonable effort to determine the facts and resolve the situation will be made.

Any team member who, after appropriate investigation, is found to have engaged in harassment will be subject to appropriate disciplinary action. The Human Resources Director reserves the right to terminate any team member at any time for cause when, in his/her judgment, the presence of the team member on the premises may be detrimental to the safety and well-being of others.






Retaliation for bringing complaints of sexual harassment is illegal. Any team member bringing a harassment complaint or assisting in investigating such a complaint will not be adversely affected in terms and conditions of employment, or discriminated against or discharged because of the complaint. Complaints of such retaliation will be promptly investigated and punished.

## Workplace Violence

Any act or threat of violence against team members, customers, or visitors will NOT be tolerated and could be grounds for immediate termination. We are committed to:

-  providing a safe work environment
-  taking prompt disciplinary action against any team member who engages in any threatening behavior or acts of violence or who uses any obscene, abusive, or threatening language or gestures
-  prosecuting acts or threats of violence to the maximum extent of the law
-  prohibiting firearms or other weapons on premises

It is your duty to warn your Department Manager or Store Manager as quickly as possible of any questionable or suspicious activities. Examples of suspicious behavior include but are not limited to:

-  threats or acts of violence
-  aggressive behavior
-  offensive acts
-  threatening or offensive comments or remarks
-  loitering

You are not expected to confront suspicious persons or to restrain a violent person or persons threatening violence. Your duty is to report such persons immediately. Reports remain confidential. Retaliation in any form against team members making reports under this policy is prohibited.

## Tobacco Use

As part of the healthy environment we strive to provide for team members and customers alike, the use of tobacco products is prohibited on company property. This includes, but is not limited to, cigarettes and smokeless tobacco. Tobacco use should be limited to unpaid meal breaks, and team members are expected to take necessary steps to eliminate smoking and/or tobacco residue from both hands and breath before returning to work. Earth Fare offers a number of smoking cessation products; talk to your manager for details.

# Drugs and Alcohol

While on Earth Fare premises and while conducting business-related activities away from Earth Fare's premises, the use, possession, distribution or sell of illegal substances is prohibited. In addition, the presence of alcohol or illegal substances in the body (as determined by a drug/alcohol screening) while working is prohibited and subject to immediate termination, under most circumstances.

Drug testing may be required for the following reasons:

- 🍅 **Work related injury:** if medical treatment necessary
- 🍅 **Probable cause:** when responsible for or directly involved in an accident involving bodily injury or significant property damage
- 🍅 **Reasonable suspicion:** based on, but not limited to the following:
  - unusual or erratic behavior
  - performance deviations
  - absenteeism
  - excessive tardiness
  - prolonged illness

Determination of suspicion shall be made by objective facts obtained through observation of behavior, appearance, speech, body odors, motor abilities, etc. Any and all observations will be documented and may include specific work performance, attitude, and attendance.

If you refuse to participate in a requested screening, adulterate or dilute the specimen, substitute the specimen, or refuse in any way to cooperate in the testing process, you will be subject to disciplinary action or termination.

All information received by Earth Fare regarding substance abuse will be maintained on a confidential basis. Access to this information is limited to only those who have a legitimate need to know in compliance with relevant laws and management policies.

We recognize that substance abuse and addiction are treatable illnesses and that early intervention and support improve the success of rehabilitation. Team members with substance abuse problems are encouraged to talk to their Manager or Front End Manager prior to being identified through the testing procedure.

Regarding time spent on business trips as a part of your Earth Fare responsibilities, the behavior often caused by alcohol consumption has the ability to compromise and change Earth Fare's reputation and success. Any inappropriate behavior brought on by the consumption of alcohol while on Earth Fare time will not be tolerated.


## Solicitation and Distribution

Earth Fare strives to make a connection with each of the individual communities where stores are located. At the same time, it is important to balance business and store interest with our desire to help others. With this in mind, we have adopted the following guidelines to govern the extent to which company property may be used for such purposes.

### **Solicitation of Team Members by other Team Members**

You may not solicit another team member, for any purpose, on company property when either person is on work time. Also, you may not solicit another team member in work areas even when both of you are outside of work time.

 Work time does not include authorized rest and meal breaks

 Work areas do not include break rooms or other non-working areas.

In addition, you may not solicit customers during hours of operation.

### **Distribution of Material by Team Members**

You may not distribute any literature, notices, or other material to another team member, for any purpose, at any time on company property in work areas.

### **Non-Employee Guidelines on Solicitation and Distribution**

1. All outside solicitors must remain at least 20 feet from public entrances to a store. Store vendors selling a product the store markets or store vendors participating in a promotion of such store products shall not be considered outside solicitors.
2. No employee may be solicited during work time, as defined above.
3. The café may be used only in ways consistent with use by members of the general public.
4. Earth Fare does not allow outside organizations to distribute literature, make speeches or interfere with the shopping of customers on company property or property controlled by our company.
5. Earth Fare allows fund raising solicitation by charitable organizations with a 501(c) (3) IRS designation whose activities benefit the community at large. Such fund raising may be allowed in any store only as follows:
  - a. Benefit charity shall be limited in their solicitation (no more than once per quarter).
  - b. Not more than two benefits charities shall be permitted to engage in any such fund raising activity solicitation in any one month.

- c. Solicitations requests from a benefit charity must be submitted to the store manager at least one week in advance of the requested solicitation.
- d. Benefit charities granted permission to engage in such fund-raising solicitations shall strictly follow any conditions specified by the store manager at the time the request is granted.

## Media, Competitors, and Photographs

If you notice members of the media or a representative of an Earth Fare competitor in the store, notify the Manager on Duty immediately. Make no comments about Earth Fare to media representatives or competitors. Refer them to the person in charge. If photographers are in the store, inform them that it is against policy to take photographs without permission of the Store Manager, and notify the Store Manager immediately. All media inquiries and interview requests should be directly forwarded to the CEO and Marketing Director.

Your participation in social computing on any Earth Fare social media sites, i.e., Facebook, Twitter, etc. is considered to be done on behalf of Earth Fare. Please treat it seriously and with respect, as a representative of the company. You are expected to demonstrate professionalism and add value for the benefit of the company when posting on these sites.

Earth Fare also respects your right to use personal social networking sites when not at work, but please be aware that harassment, discrimination, or retaliation that is not permissible in the workplace is also not permissible between team members online.

## Shoplifting

We expect the highest standards of integrity from team members. If you witness any form of theft or suspect that shoplifting is occurring, you are expected to inform the Manager on Duty immediately. Ringing up product at lower prices, giving product away, or giving someone an undue discount are also considered forms of theft.

In order to prevent embarrassment and to ensure the highest level of trust, we require that you pay for any merchandise before eating it or taking it out the door. Have another team member check you out at the register. You are never allowed to ring yourself up or to consume/take items without paying. Do your shopping after your shift is over, and do not exit through the back door with purchases. Please keep your receipt for items purchased. Don't be offended if you are asked for your receipt. We

recommend that managers spot-check once in a while. These guidelines are for your own protection, so you will never be suspected of theft.

**No products (including samples, discontinued, damaged, mispicks, shrink) are allowed to be taken or consumed/used by a Team Member without prior approval by the Store Manager.** The Store Manager has the authority to determine if there are situations in which a product may be sampled and/or taken, and, if so, proper guidelines must be used.

## *Conflict of Interest*

In successfully performing job-related activities, you may come into contact with our vendors, suppliers, service providers, and those who wish to provide goods and services to Earth Fare. Earth Fare encourages the building of effective relationships between team members and vendors as appropriate, necessary, and beneficial to the company.

A conflict of interest occurs when personal interests interfere or appear to interfere with company business. Because conflicting loyalties impair our ability to make objective decisions, conflicts of interest must be avoided. A conflict of interest can result from a relationship with a customer, vendor, competitor, family member, or even a friend. A conflict exists when the parties to the relationship give or receive – or even appear to give or receive – unfair advantages or preferential treatment not available to others. A conflict of interest occurs when we must choose between doing something that will benefit ourselves and something that will benefit Earth Fare. In addition, simultaneously serving in roles with competing interests, such as employment with a direct competitor or with a vendor, may result in an inappropriate situation. Having such a conflict in our organization can arouse suspicion about our personal integrity and can cause damage to the reputation of the company and must be avoided.

In the spirit of supporting local products, team members below the department manager level are eligible to apply for vendor status. Existing vendor requirements/certifications and competitive market pricing apply to all potential vendors.

In addition, team members may not accept any gifts and gratuities from vendors or potential vendors. Earth Fare does not normally offer gifts to employees of vendors or potential vendors except modest or promotional items. All gifts given by Earth Fare must be properly reported on an expense statement and company financial records.


Entertainment provided by you to vendors must have a legitimate business purpose and be directly related to conducting business. Acceptance of vendor entertainment is

forbidden in any form or fashion. Be aware that the substantial entertainment by a vendor for whom you may have buying authority or the ability to influence the purchasing decision, creates the appearance of a conflict of interest and may lead to an actual conflict. Any violation of these policies will result in disciplinary action, up to and including termination.

# PAY


## Position Classification

Based on guidelines provided by the Fair Labor Standards Act (FLSA), each position at Earth Fare is classified into one of two classifications: Non-exempt (Hourly) or Exempt (Salaried).

 **Non-exempt (hourly) team members** are paid for hours worked and are eligible for overtime pay at the rate of 1½ times their regular rate of pay for all hours worked beyond 40 hours in a workweek, in accordance with the Earth Fare work week that runs from Monday through Sunday.

You are responsible for recording your work hours through use of the time clock. Do not clock in before your shift and remember to clock-out promptly at the end of your shift. Clock out for meal breaks. If you forget to clock in or need to correct your pay record due to an error, notify your Manager or the Manager on Duty immediately. Frequent neglect to clock in/out causes undue administrative paperwork and may result in disciplinary action.

All overtime or hours worked in excess of your schedule must be approved in advance by your Manager. You may change shifts with a co-worker *only* with prior approval of your Manager.


 **Exempt (salaried) team members** are not eligible for overtime pay, but rather receive the same amount of pay each pay period regardless of hours worked. These positions are typically executive, management, and certain administrative positions.


In accordance with FLSA, Earth Fare will pay exempt (salaried) team members their full salary for any workweek in which they perform work, regardless of the number of days or hours worked, subject only to deductions that are permitted by law. Full day deductions from pay that are permitted by law include, for example, deductions for personal time off, sick days before or after eligibility for paid sick leave, or deductions for infractions of written workplace conduct rules. Full or partial day deductions may be made from the salaries of exempt employees for infractions of safety rules of major significance or for use of intermittent leave under FMLA.

Any potential payroll deductions or practices that may not/do not comply with FLSA should be brought to the attention of the Human Resources Director. The matter will be promptly reviewed, and any inappropriate deduction will be reimbursed.

You will be informed of your initial employment classification during orientation. If you change positions during your employment, you will be informed by your Department Manager, Front End Manager or the Store Manager of any change in your status.

In addition to the classifications above, Earth Fare also maintains the following categories:

 **Full-time team members** are those who are scheduled to work at least 32 hours per week on a regular basis.

 **Part-time team members** are those who are scheduled to work less than 32 hours per week on a regular basis and are not eligible for full time benefits.

## Pay Incentives

We want you to share in the success of the company! As a result of company-wide results, specific store results, and your individual progress, you may be eligible for one or more incentives as described below.

### **Bonus**

Team members who meet the eligibility criteria for the bonus year are eligible to share in the success of a specific store and/or the success of the company through a monetary bonus. This bonus is based on meeting financial goals and/or personal goals; these goals are set at least annually. Ask your Director or Store Manager for details.

### **Performance/Merit Increase**







Team members are eligible for a pay increase based upon performance results. Performance documentation occurs on an annual basis, and team members are eligible for any applicable pay increase one year from the last pay adjustment.

## Payroll Procedures

Team members paid on an hourly basis are responsible for recording worked hours through use of the time clock. All team members are responsible for using designated procedures for the request and processing of any type of paid time off.

Paychecks or pay stubs may be picked up bi-weekly on Fridays in the Front End Office or from your Department Manager following the end of the pay period. Automatic deposit









to your bank account is also available, in which case, you will receive a bi-weekly pay stub. Deductions from your paycheck include:

-  Federal Social Security Tax
-  Federal Income Withholding Tax
-  State Income Withholding Tax
-  Local Income Withholding Tax
-  Court Ordered Garnishment
-  Voluntary Health, Life, Disability, Dental and/or Vision Insurance

For other voluntary deductions, you must sign an authorization form. Please review your paycheck for errors. If you find a mistake or have a question, contact your Department Manager, Front End Manager, or Store Manager.

## *Self-Service Portal*

All Team Members have access to go online anytime to do the following:

-  View Check Stubs
-  View W-2s
-  Change your address
-  Enroll or change your direct deposit info
-  Change your tax withholding info
-  Choose to go “paperless” on check stubs
-  Enroll in insurance as a newly eligible full time Team Member (within defined enrollment period)
-  View current confirmed insurance elections

1. Use our online Employee Self-Service (ESS) site at <https://portal.adp.com>
2. If you have not registered yet, click ‘First Time Users Register Here’
3. Click ‘Register now’
4. Enter your Registration Pass Code, which is Earth-1234, then click ‘Next’
5. Enter your legal name exactly as it appears on your pay statement, social security number, and birth month and day, then click ‘Next’
6. Enter your email address (work or personal), then click ‘Next’
7. Enter your place of birth and select two security questions and provide answers, then click ‘Next’
8. Note your User ID, provided on the screen (for example, JDoe1@Earth)
9. Create a password, then click ‘Submit’

A confirmation screen will display, indicating you have successfully registered. Click 'Log On' to return to the ESS website <https://portal.adp.com>

1. Click 'User Login'
2. Enter your Username and Password, then click 'OK'
3. Click 'Benefits Enrollment' near the top of the screen

## Overtime

Hourly team members will be paid one-and-one-half (1 ½) times their regular rate of pay for all hours worked beyond 40 hours in a work week. The work week at Earth Fare starts on Monday and ends on Sunday. Sick leave, vacation, or any leave of absence is not considered hours worked for calculating overtime pay.

Your Department Manager will provide reasonable notice when the need for overtime arises. Please remember that advance notice is not always possible. Mandatory overtime may be required. If so, it will be distributed fairly. If a personal situation arises preventing you from working, please see your Department Manager.

Team members who work overtime without receiving prior authorization from their Department Managers may be subject to corrective action.

# BENEFITS

All team members are eligible for the following:

- 🍅 Store Discount – 20% off all store purchases, with the exception of beer and wine purchases (for team member and one spouse/ domestic partner/relative residing within same household as team member)
- 🍅 Meal Discount – 50% off self-serve hot and salad bar items (includes soup bar) one time per day
- 🍅 Paid Vacation/Personal Time
- 🍅 Paid Sick Time
- 🍅 Paid Jury Duty
- 🍅 401(k) Retirement Plan
- 🍅 Incentive Bonus (must meet annual qualifications)
- 🍅 Tuition Reimbursement
- 🍅 Employee Referral Program

In addition, full-time team members are eligible for the following (after defined waiting periods):

- 🍅 Medical insurance
- 🍅 Dental insurance
- 🍅 Vision insurance
- 🍅 Basic Life insurance (with optional supplemental)
- 🍅 Accidental Death & Dismemberment
- 🍅 Short-term Disability
- 🍅 Long-term Disability
- 🍅 Employee Assistance Program

## Vacation

Team members begin accruing vacation hours upon hire and accrued vacation become available for use after one (1) year of employment. Available vacation hours are indicated on your pay stub. Vacation hours are available for vacation and/or personal leave.

	<b>Accrual Rate</b>	<b>Full-time Accrual</b>
<b>Upon Hire</b>	one hour per 52 hrs worked	40 hrs/yr
<b>After 2 years</b>	one hour per 26 hrs worked	80 hrs/yr
<b>After 5 years</b>	one hour per 17.33 hrs worked	120 hrs/yr
<b>After 10 years</b>	one hour per 13 hrs worked	160 hrs/yr

Hourly team members may use vacation in one-hour increments of time; salaried team members must take this paid time off in four-hour increments of time. Only available (accrued) vacation time may be taken; without available vacation hours, vacation and/or personal leave must be taken without pay. In addition, team members may choose to take approved time off without pay. At your 2-year anniversary date and each anniversary thereafter, your vacation balance will revert back to zero, as vacation hours do not carry over from one year to the next.

The usage and accrual of vacation hours is tracked through the payroll system, and the available balance is reflected on each biweekly paycheck stub. Vacation hours accrue based on actual hours worked.

Rehired team members may be eligible to accrue vacation hours at the rate accrued when prior employment ended, subject to management approval.

Your Manager (and Store Manager, if applicable) must approve planned time off at least four weeks in advance. If less than four weeks' notice is given, requests may be denied.

If you resign after your one-year anniversary date and provide and work a two-week notice, you are eligible for payout of any available, unused vacation hours. If you call in sick to work within your two-week notice period, a doctor's note may be required to receive vacation payout.

## Holidays

Earth Fare is closed on Christmas Day and Thanksgiving Day. These days are unpaid for hourly team members, unless you request to use available vacation hours.

Most stores are open on New Year's Day, Easter, Memorial Day, Independence Day, and Labor Day. Hourly store team members who are scheduled and work on any of these days are eligible for pay at 1 ½ times their hourly rate.

## *Sick Leave*

Team members begin accruing sick leave hours upon hire and may use accrued hours for paid time away from work due to illness after 90 days of employment. Sick leave hours accrue at the rate of one hour per 52 hours worked (approximately 40 hrs/yr for full-time), and unused hours roll over at the end of each anniversary year.

Hourly team members may use sick leave hours in one-hour increments of time. Salaried team members must take this paid time off in four-hour increments of time.

The usage and accrual of sick leave hours is tracked through the payroll system, and the available balance is reflected on each biweekly paycheck stub.

Please refer to the sections on Absenteeism and Tardiness for guidelines on advance notification to your Manager, Store Manager, or Manager on Duty.

In emergency situations or long-term illness (including maternity leave, bereavement) resulting in absences, team members may transfer accrued sick leave hours to other team members in need. The team member receiving the donated hours must have exhausted all of their available sick and vacation hours and may not receive more hours than needed to cover missed work time. A Transfer of Payroll request form must be submitted to your Store Manager and approved by the Home Office.

Unused, accrued sick leave hours are not paid out for any reason upon resignation or termination of employment.

## *Bereavement Leave*

In the event of the death of "immediate family" (spouse, child, step child, sibling, parent or spouse's parent), you may use up to three (3) days of accrued vacation or sick leave hours. Please make arrangements with your Department Manager. Additional time off must be approved by your supervisor.

## *Jury Duty*

If you are summoned and serve jury duty, you will receive up to three (3) days of paid leave. If jury duty takes less than a full day, you will be expected to report for the

remainder of your shift. If jury duty extends beyond three days, you may submit a request for an unpaid personal leave of absence.

Present a copy of your summons to your Department Manager as soon as it is received so that arrangements can be made to cover your shifts.

## Discounts

Team Members (and one spouse/domestic partner/relative residing within same household as team member) are eligible to be issued the Earth Fare Employee Discount Card. Roommates are not eligible. This card provides a 20% discount on all store purchases, with the exception of beer and wine purchases. In addition, you receive a 50% discount once per day on self-serve hot/salad bar items (soup included). This meal discount is for team members only, and may not ever be given to family members or friends.

Team members are allowed to purchase sale items and receive the team member discount on those items. Team members may combine their discount with company promotions, company coupons, and vendor coupons.

Specific policies applicable to team members are as follows:

### **Case Discounts:**

We offer a 10% discount to customers who purchase unopened cases or who place special orders for cases of product. This does not apply to team members, as the 20% team member discount is greater and cannot be stacked on top of the 10% case discount. Therefore, the 20% team member discount applies to the full retail price of the case.

### **Senior and Student Discounts:**

We offer Senior Citizens a 5% discount every day of the week. Some stores also offer a "Student/Faculty" discount. These discounts are "promotional" and may be for a specified period of time, generally on Wednesday in selected stores. Team members are not eligible for these discounts on top of their 20% team member discount.

### **Wine Discounts:**

Customers (and Team members) will get a 10% discount if they buy six (6) bottles of wine or more. When they buy twelve (12) or more bottles of wine they receive a 15% discount. The customer may select wines that are on sale and the discounts will still apply. Due to state alcohol laws, this discount cannot be combined with any other discounts.







## Employee Assistance Program

All team members enrolled in medical insurance (and family members of those team members) are eligible to use, at no additional cost, Guidance Resources, a 24-hour help line and website offering information and resources that can help identify and resolve problems affecting emotional and physical health. Legal, financial, and many other resources are also available.

## Employee Referral Program

We are committed to continually growing the value of team members at Earth Fare, and we want to reward you for recommending strong candidates who become a part of our team! The referral program rewards you for making successful referrals and provides you a voice in the hiring process.

Eligibility criteria:

-  All team members, with the exception of Human Resources, Directors, and Store Managers are eligible to participate in the Employee Referral Program.
-  In order for bonuses to be paid out, both “referring” and “referred” team member must have completed 90 days of employment, and both parties must be actively employed by the company at the time of pay out.
-  The referral reward will not be paid for applicants who have previously been employed by Earth Fare, or who came to the company via a staffing agency.
-  Applicants must place the referring team member’s name on the Employment Application (under the references section).
-  The referral form must be received by the Store Manager before or at the time of the interview. NO EXCEPTIONS.
-  All paperwork must be completed and turned in at time of hire to the HR Department (fax 828-418-1226).

Bonus Payout Structure for the placement of:

Hourly Team Members	\$50.00
Salaried Team Members	\$100.00

## Retirement Plan

The Earth Fare, Inc. 401(k) Profit Sharing Plan is available for enrollment to all part time and full time Team Members age 21 and older after 30 days of employment. Voluntary contributions will begin no sooner than the beginning of the following month after 30 days of employment. Investment funds are provided by Fidelity Investments.

Team Members may contribute any amount (up to IRS annual limitations) through payroll deduction, and Earth Fare begins contributing toward the Team Member's account after one year of employment. 100% vesting upon effective date of enrollment.







Earth Fare contributions are as follows:

- 100% company match of the first 3% of team member's contribution
- 50% company match of the next 2% of team member's contribution

In order to contribute or be eligible for Earth Fare contributions, you must enroll. Please visit [net.benefits.com](http://net.benefits.com) to enroll.

## Tuition Reimbursement

Team members interested in advancing their skills and knowledge through enrollment in a class are eligible for tuition reimbursement after one year of employment. The class/course must be approved using the following criteria:

-  course must end after the team member's one year anniversary date
-  course must be related to a position at Earth Fare
-  course must be offered by an accredited college, university, or technical school
-  team member must earn a grade of "B" or better
-  application for reimbursement must be received by the Human Resources Department no later than 30 days after course is completed
-  team member must be "active" on the date tuition reimbursement is paid

As an option to determine reimbursement eligibility, a Pre-Approval Form may be submitted in advance. A completed Tuition Reimbursement Form and any applicable supporting document may be required for final approval.

Reimbursement for the cost of tuition, books, and associated registration fees is limited to \$300 per quarter with an annual maximum of \$1,000.

# Index

<a href="#"><u>90-Day Introductory Period</u></a> .....	13
<a href="#"><u>Absenteeism</u></a> .....	19
<a href="#"><u>Accidents</u></a> .....	39
<a href="#"><u>Apology and “Making Things Right”</u></a> .....	9
<a href="#"><u>Benefits</u></a> .....	52
<a href="#"><u>Bereavement Leave</u></a> .....	54
<a href="#"><u>Breaks</u></a> .....	19
<a href="#"><u>Check Cashing</u></a> .....	36
<a href="#"><u>Communications</u></a> .....	30
<a href="#"><u>Company Name and Letterhead</u></a> .....	29
<a href="#"><u>Confidential Information</u></a> .....	18
<a href="#"><u>Conflict of Interest</u></a> .....	46
<a href="#"><u>Conflict Resolution</u></a> .....	32
<a href="#"><u>Customer Service</u></a> .....	8
<a href="#"><u>Declaration</u></a> .....	7
<a href="#"><u>Discipline</u></a> .....	31
<a href="#"><u>Discounts</u></a> .....	55
<a href="#"><u>Dress Code</u></a> .....	14
<a href="#"><u>Drawings/Giveaways, In-Store</u></a> .....	10
<a href="#"><u>Driver Safety</u></a> .....	37
<a href="#"><u>Drugs and Alcohol</u></a> .....	43
<a href="#"><u>Electronic Access</u></a> .....	21
<a href="#"><u>Employee Assistance Program</u></a> .....	56
<a href="#"><u>Employee Referral Program</u></a> .....	56
<a href="#"><u>Equal Opportunity Employer</u></a> .....	12
<a href="#"><u>Family and Medical Leave</u></a> .....	33
<a href="#"><u>Food and Beverage Consumption</u></a> .....	17
<a href="#"><u>Food Philosophy</u></a> .....	7
<a href="#"><u>Harassment</u></a> .....	40
<a href="#"><u>History</u></a> .....	6
<a href="#"><u>Holidays</u></a> .....	53
<a href="#"><u>Inclement Weather</u></a> .....	31
<a href="#"><u>Intellectual Property</u></a> .....	29
<a href="#"><u>Jury Duty</u></a> .....	54
<a href="#"><u>Keys</u></a> .....	29
<a href="#"><u>Lost and Found</u></a> .....	29

<a href="#">Media, Competitors, and Photographs</a>	45
<a href="#">Military Leave</a>	35
<a href="#">Mission</a>	7
<a href="#">Name Tag</a>	16
<a href="#">Nepotism</a>	14
<a href="#">New Hire Orientation</a>	12
<a href="#">Overtime</a>	51
<a href="#">Parking</a>	18
<a href="#">Pay Incentives</a>	49
<a href="#">Pay</a>	48
<a href="#">Payroll Procedures</a>	49
<a href="#">Performance Evaluations</a>	30
<a href="#">Personal Electronic Devices</a>	17
<a href="#">Personal Property</a>	17
<a href="#">Personnel File Access</a>	30
<a href="#">Phone Use</a>	17
<a href="#">Pillars of Customer Service</a>	8
<a href="#">Position Classification</a>	48
<a href="#">Promotion/Transfer Opportunities</a>	13
<a href="#">Retirement Plan</a>	57
<a href="#">Safety and Health</a>	37
<a href="#">Security</a>	37
<a href="#">Self-Service Portal</a>	50
<a href="#">Safe Shoes (stores)</a>	15
<a href="#">Safe Shores (warehouse)</a>	16
<a href="#">Shoplifting</a>	45
<a href="#">Sick Leave</a>	54
<a href="#">Solicitation and Distribution</a>	44
<a href="#">Special Orders</a>	10
<a href="#">Tardiness</a>	20
<a href="#">Termination/Resignation</a>	36
<a href="#">Tipping</a>	10
<a href="#">Tobacco Use</a>	42
<a href="#">Training</a>	10
<a href="#">Tuition Reimbursement</a>	57
<a href="#">Vacation</a>	53
<a href="#">Welcome</a>	5
<a href="#">Workplace Violence</a>	42

## Team Member Acknowledgement

I have received a copy of the Earth Fare Team Member Handbook. I am responsible for reading and understanding it in its entirety. I have also received a copy of, or had explained to me, the duties of my position and the day, place, and time of the distribution of my biweekly pay.

I understand that the Handbook is presented for informational purposes only and can be changed at any time by Earth Fare, Inc. with or without notice. I also understand that the Handbook is not a contract, express or implied, between Earth Fare, Inc. and me, nor shall it be construed to create such a contract. I understand that I am a Team Member at will, and either Earth Fare, Inc. or I can terminate the employment relationship at any time for any reason not contrary to law.

Although my wages, hours, and other terms and conditions of employment may change from time to time, I understand that my "at will" employment status will not change. No representative of Earth Fare, Inc. other than an Earth Fare, Inc. officer has authority to enter into an agreement with me that is contrary to the foregoing. Furthermore, any such agreement must be written.

Team Member Name: \_\_\_\_\_

Team Member Signature: \_\_\_\_\_

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

Name of parent, guardian, or responsible person: (where applicable)

Please print

\_\_\_\_\_  
(please print last, first, middle)

Signed By: \_\_\_\_\_

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