



**EMPLOYEE HANDBOOK**  
**Effective January 1, 2023**

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## Welcome to Holiday Market!

Holiday Market was founded by Tom and Janet Violante in 1954, and has been a Royal Oak institution ever since. It started as a typical corner "Ma and Pa store" of the 1950's. Yet Tom Sr. had a dream to operate a modern grocery store and the goal to be the number one grocery store in Royal Oak. Tom was innovative, ambitious and hardworking. He worked day and night thinking of new food concepts, like our submarine sandwich, chicken roaster and handmade pizzas. Holiday Market was open seven days a week, including holidays and stayed open to midnight, something unheard of in the '50s, '60s, and '70s. Tom embodied the phrase "Customer Service." His philosophy was to treat the customer as an invited guest into your home.

In 1969, Tom realized his dream of having a modern grocery store when Holiday Market opened its doors at its present location. With a \$1 million expansion project in 1993, we were able to expand the Dairy, Deli, Seafood, and Produce departments. He even added a Bakery, Floral and Catering department! Pride, professionalism, selection and service are the watchwords at Holiday Market. We are proud to have won several "Best Of" awards. Celebrating over 60 years of servicing our community with pride and pleasure, we are still growing. With the expansion in 2007, our store grew to over 60,000 square feet, and we continue to improve every day.

Our core values are posted on our sign for everyone to see: *Value, Service, Family, Community, Variety and Knowledge*. We are dedicated to providing excellent customer service, great food, and a pleasant shopping experience. If we don't have it, you don't need it... Or we will get it for you. We provide our customers more than just great food: We provide friendship and satisfaction of their wants and needs.

Our managers are knowledgeable and experts in their departments. They are ready to assist our customers with their menu planning, meal preparation, baking and catering needs.

Founded on the ideals of quality and personal service in 1954, when Tom and Janet named their store after the film "Roman Holiday," that commitment has been the heart of 60 years of growth and expansion. The tradition of pride and professionalism continues today under the leadership of a second-generation family.

We welcome you to these values and this tradition, and we ask for your commitment to work in the best interest of our customers and Holiday Market at all times. If you wish to share the ambitions, challenges, successes and rewards of our store, we are happy to have you with us. Together we can make Holiday Market the ideal place to shop as well as the ideal place to work.

The purpose of this handbook is to provide a set of clearly defined policies so that you know what to expect from Holiday Market, and what Holiday Market expects from you. It is your responsibility to read this handbook carefully and retain it for future reference. If you have any questions, please discuss them with your store director or your manager.

We wish you the best of luck and success in your position, and we hope your employment relationship with Holiday Market is a rewarding experience.

Sincerely,  
The Violante/Mangold Family  
Store Owners

## REMEMBER OUR GUESTS!

**G:** Great customer service

**U:** Use sense of urgency when helping customers

**E:** Engage in eye contact when talking to customers

**S:** Speak and smile to customers

**T:** Thank customers and end with, *"Is there anything else I can do for you?"*

## Meet Your Store Directors!

Gina Mangold  
Tom Violante Jr.  
Craig Mangold

## Going to miss work or be late?

**Absent:** We understand it's not always possible for a 24-hour advance notice. However, we do require a 2-hour notice.

**Tardy:** Call a minimum of 1 hour before your shift begins.

**Call:** Your Department Manager or Person in Charge (PIC)

**Phone:** 248-541-1414

## **Holiday Market and Its Relationship to Spartan Stores**

Holiday Market is an independent grocer and a member of the Spartan Stores grocery collective. Spartan Stores is a publicly traded company (Nasdaq: SPTN) that was formed in 1917 by nineteen independent retailers who joined forces to collectively buy groceries to obtain lower prices. Until that time, each of the independent grocers purchased food products separately from manufacturers at higher prices and competed with the more powerful chains (A&P and Kroger) individually. They did not fare well against the bigger chain stores until they got together.

Just as with earlier generations of independent grocers, Holiday Market's membership in Spartan Stores gives us certain advantages. First and foremost, our Spartan affiliation gives us buying power, and behind-the-scenes support in areas such as advertising, merchandising, and computerized inventory and pricing. By concentrating our purchasing through Spartan Stores, Inc., we strengthen our company and strengthen other Spartan markets, thus insuring low-cost purchasing.

As an independent, family-owned local retailer, Holiday Market believes that good people working together toward a common goal can accomplish anything they want to do. In this spirit, we set our goal to give the best service we can and to fulfill the needs of our customers. Every action we take should be made with this in mind, as our first responsibility is our customers.

To help us achieve this goal, we feel we must meet the needs of our own associates. We owe our associates the same degree of respect, loyalty, and commitment we ask of them. We hope to provide opportunities to grow personally and professionally by providing proper training and a good work environment.

We are guided by a strong sense of social responsibility to the community where our store is located and where we live and work. We will seek to accomplish this responsibility through voluntary corporate and individual efforts. We share with our suppliers the goal of bringing quality products to the marketplace, and consider them equal partners in this task.

Our goal is to offer consumers state-of-the-art shopping with a service-oriented emphasis. We hope to make shopping a unique experience worth repeating, time after time/ Holiday Market is proud to be part of the Spartan family, and pleased to have the opportunity to extend our quality services and products to you and all shoppers in the communities we serve.

**Thank you for choosing us as your place of employment.**

**Welcome to Holiday Market.**

## **Purpose of Handbook**

This Employee Handbook supersedes, replaces and cancels all previous handbooks, manuals and/or other policies statements, understandings or agreements (whether written or verbal) concerning the terms and conditions of your employment with Holiday Market. This handbook contains general statements of company policy, and should not be read as including the details of each policy. It is not all-inclusive and is only a set of guidelines. The handbook does not constitute an express or an implied contract, except as specifically set forth in the “Handbook Application” Section, below, nor is it an assurance that the policies discussed in it will be applied in all cases.

All employees are hired on an at-will basis, and this handbook does not alter the employment-at-will relationship. Throughout this handbook, you will find the word associate. We use the word *employee* and *associate* interchangeably.

## **Modification of Handbook**

The Company, in its own discretion, may add to, revoke, or modify the Handbook, with or without prior notice. This handbook may not be amended or added to without the express written approval of all the owners of the company. No obligations or amendment or exception to our policies and rules can be imposed upon the Company at any time, for any reason, except by owners of the company, and it must be in writing, directed to you personally, and signed by each of them. No other employee, representative or agent of the Company it had in the past or now, has the authority to amend, alter or change the policies set forth in this Employee Handbook or to enter into any agreement concerning the terms and conditions of your employment at Holiday Market. Written amendments will be issued directly to employees.

## **Handbook Application**

Except as specifically set forth in this paragraph, the language in this handbook is not intended to establish a contract between Holiday Market and any of its associates for either employment or for the providing of any term, condition, compensation or benefit of employment. You have the right to terminate your employment and compensation with or without cause and with or without notice at any time, and Holiday Market retains the same right.

## **Equal Employment Opportunity & Diversity**

We are an equal opportunity employer and support a diverse workforce. Our policy is recruit, hire, train, promote and base all other employment decisions without regards to race, color, religion, national origin, ethnicity, gender, age, marital status, disability, veteran status, or any other legally-protected status.

Violations of this policy will result in appropriate disciplinary action, which may include termination. If you believe someone has violated this policy, report the matter to your manager, a store director, or to Human Resources. The company will promptly investigate any such claim and will take appropriate corrective measures.

No employee will be subject to, and the Company prohibits, any form of discipline or retaliation for reporting, in good faith, perceived violations of this policy, pursuing any such claim, or cooperating with any investigation.

## Workplace Violence and Weapons Policy

Holiday Market has a zero-tolerance policy for any threatening, intimidating, harassing, violent or coercive behavior, whether overt or implied, as well as any improper, harmful or offensive physical contact initiated by an associate. No associate may commit an act of violence or articulate a threat of violence on Company property, on Company projects, in Company vehicles or during working hours (including lunch and breaks.) Threats made as a joke, prank in jest or in connection with horseplay are considered real threats under this policy and are strictly prohibited. Violent acts and threat of violence committed during non-working hours or away from the workplace are prohibited where: **A.** the associate's conduct adversely affects the Company's reputation; **B.** the Company, in its discretion, determines that the effects of the off-duty conduct may be carried into the workplace and/or pose a threat to Company associates, visitors or property; and **C.** the conduct results in the conviction of the associate for an assault or other felony.

Violence means physical force exerted for the purpose of injuring, intimidating, damaging, inflicting fear, or abusing another person or property or committed in reckless disregard of person or property. Violence shall also include the use of weapons or objects in a manner which can result in injury or death. Threat means any physical or verbal expression of an individual's present or future intent to inflict pain, injury or damage on person or property or to cause intimidation, helplessness, or fear in another person regardless of an individual's ability to carry out the threat and includes any present or future expression of intent to engage in violence as defined above.

We prohibit the possession/use of weapons on company time or property, including weapons that may be stored in any vehicles that come onto company premises or you use to commute to work. The policy also applies at all times and in all places when an associate is on company business. This policy applies whether or not the person is licensed to carry the weapon, concealed or otherwise. If you experience or witness any conduct that violates this policy, please report it to the company immediately. Any associate who violates this policy will be subject to immediate discharge.

You must immediately report all potentially dangerous situations, violent acts or threats of violence directed against yourself, any coworker, manager, visitor, customer or other individual, to your designated Human Resources representative or any other member management. Reports of threats may be made anonymously, to the extent practicable. All threats will be promptly investigated. If an investigation confirms that threat of a violent act or violence itself has occurred, the Company will take appropriate corrective action. Anyone, regardless of position or title, whom the Company determines has violated this policy, including by engaging in an act of retaliation, will be subject to discipline, including possible termination.



## **Workplace Searches**

For the safety and security of our associates, visitors, customers and property, Holiday Market reserves the right to inspect the contents of all vehicles, packages, purses, bags, lockers, contains and other items brought onto company premises or used/possessed while engaged in company business. Under certain circumstances involving reasonable suspicion of improper conduct (violation of the *Workplace Violence and Weapons Policy*, violation of the *Alcohol/Controlled Substances Policy*, etc.,) the company may request associates to submit to a search of their personal effects. Refusal to consent to any search or cooperate in any investigation may result in disciplinary action up to and including discharge. All searches will be conducted with due regard for the privacy of the persons involved.

## **Harassment-Free Work Place**

Holiday Market expects all of its associates to conduct themselves with dignity and respect for fellow associates, customers, the public and others. Each associate has the right to work in an environment free from unlawful harassment and discrimination in any form, from any source. Unlawfully harassing anyone, including but not limited to sexual or racial harassment, will not be tolerated. Unlawful harassment is serious and pervasive unwelcome conduct, whether verbal, physical or visual, that is based on a person's race, color, religion, sex, age, national origin, height, weight, marital status, veteran status, disability or other protected characteristic.

The company prohibits harassment of any employee. Sexual harassment is prohibited because it is intimidating and an abuse of power and is inconsistent with the Company's policies, practice and management philosophy. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature.

### **Sexual harassment can take the following forms:**

- Sexual conduct that interferes with another person's work performance or creates an intimidating, hostile or offensive work environment.
- Personnel decisions (promotion, raises, scheduling etc.) made by a manager or boss based on the associate's submission to or rejection of sexual advances
- Submission to a sexual advance used as a condition of keeping or getting a job, whether expressed in explicit or implicit terms.

This policy covers associate conduct not just in the workplace, but also at clients' place of business, and at Company-sponsored social events. Holiday Market does not permit harassment whether engaged in by fellow associates, managers, customers, vendors or other non-associates who conduct business with Holiday Market. Any associate who violates this policy will be subject to discipline, up to and including discharge.

## **Compliant Procedure for Harassment**

Employees who have been subjected to or have witnessed harassment should report it immediately to the Human Resources Department or to one of the owners. Each report will be given serious consideration and investigated thoroughly, immediately and as confidentially as practicable. Prompt and appropriate remedial action will be taken to eliminate harassment from the work place. No associate will be retaliated against for making a complaint in good faith.

All management representatives are required to notify the Human Resources Department or a company owner should an instance of discrimination or harassment be brought to their attention. Failure to do so could result in discipline, up to and including discharge

## **No Retaliation**

We cannot try to remedy claimed harassment or retaliation unless you inform us about it. Failure to report such claims prevents us from taking steps to remedy the problem. No associate will be subject to, and the Company prohibits, any form of discipline or retaliation for good faith reporting of perceived violations of this policy, pursuing any such claim, or cooperating in the investigation of such claims. If you believe someone has violated this no-retaliation policy, please contact an owner or your designated Human Resources representative. Anyone, regardless of position or title, whom the Company determines has violated this policy will be subject to discipline, including possible termination.

## **Qualified Individuals with Disabilities**

Holiday Market complies with the Americans with Disabilities Act (ADA) and the Persons with Disabilities Civil Rights Act protecting qualified individuals against discrimination in employment. We also provide reasonable accommodation for such individuals with disabilities in accordance with these laws. If an employee believes that accommodation of a disability is necessary to perform the essential functions of a position, Michigan law requires the employee to notify Holiday Market of this need in writing within 182 days after the employee knows or reasonably should have known of the need for accommodation. All requests for reasonable accommodation must be referred to your Human Resources representative.

## **Relatives/Personal Relationships in the Workplace**

1. Restrictions on Employing “Family Members”: Holiday Market is a family-owned business. Therefore, we understand the value of hiring and working with relatives. We subscribe to a practice of “full disclosure” when employing someone who may be related to an existing associate, and/or with whom that associate has a closer personal relationship. This includes blood relatives, relatives by marriage, individuals living in your household, or those with whom you have an intimate or personal relationship. The appropriateness of such parties working together will be evaluated on a case-by-case basis. Normally, this individual will be prohibited from working in the department of and being managed by their “relative.” Managers who may, from time to time, have relative or close friend working in their department will be restricted from participating in employment decisions such as discipline, training, or promotions regarding this person. In those cases, a company owner or another assigned manager will oversee those personnel decisions.
2. Exceptions for Family Members Employed on Seasonal Basis: Sometimes, a family member will possess prior training in a department, such as cashiering or deli, and be hired by us during a holiday season. In those limited circumstances, they may be permitted to work in a department managed by their family member, as determined on a case-by-case basis.

## **Confidentiality of Records**

If you have a concern that there has been a privacy violation of your employment information or medical information, please contact your designated Human Resources representative, if they are not available contact an owner.

## **Computers, Internet, Cell Phones and Electronic Communications**

Computer Systems are Company Property: Some associates' jobs require the use of a computer, voicemail and other electronic communications. The use of such tools is encouraged because they can make communication more efficient and they can be sources of information about company business, the industry, customers, vendors, new products and services. However, Holiday Market's computers, software, electronic mail system (email), faxes online internet access services, and voicemail system are the property of the company and are intended to be solely to facilitate and support Company business. Non-job-related use (including, but not limited to personal emails, chain letter emails, faxes and computer games) or use by non-associates is prohibited. These systems, software and equipment may not be used in any manner that disrupts associates or company business, or that is obscene, offensive, harassing or threatening to associates or current or prospective customers, or that otherwise violates company policies.

No Expectation of Privacy: Associates should have no expectation of privacy in any electronic information, messages, voicemails, emails, or files sent, received or stored in company computers, reserves the right, at its sole discretion, to access, intercept, monitor, review, copy, download or disclose any communications, files or information associates create or monitor **on these software and systems at any time and without notice.** Holiday Market may also suspend without notice any regularly scheduled deletion of all or part of communications or files created or maintained by associates on these systems.

Delete Offensive Content: If you receive SPAM (computer junk mail) to your company email address of a pornographic or sexual content or which contains content that is in violation of any policy in this handbook, please permanently delete the spam without opening the message. Also note that email attachments with a file extension of ".exe" are most likely viruses and should never be opened, as they can cause damage to our computer network.

Do NOT Share Passwords: Associates may not share any log-in procedure or password with any third party, nor may they be shared with another associate, unless such password is requested by an owner.

Associates are not permitted to access computer files, electronic mail, faxes, or other electronic media or information of any kind without prior authorization from a Store Director, HR or Owner.

Holiday Market Reserves the right to disclose associates email messages or internet records to law enforcement or government officials or to other third parties, without notification to or permission from the associate sending or receiving the messages.

## **Open Communication & Teamwork**

Open communication means exactly what it says – our doors are always open to you and what you have to say. Our goal is to provide a workplace where you can come to work, perform your job, and feel good about your decision to work for Holiday Market. Teamwork is our objective. We strive to work together, by keeping our communication lines open, and encourage a culture of listening.

If you have a work-related concern, discuss the issue or address your question to your manager or human resources representative.

If you are thinking of leaving, we are interested in knowing why. Your dissatisfaction may be caused by something that can be corrected. Therefore, please, discuss it first with your manager, or human resources representative before you make your final decision.

## Customers are our #1 Priority

Can you guess who the second most important people at Holiday Market are? The customers!!! To keep our customers happy these are some things you should know about customer service.



### REMEMBER OUR GUESTS!

**G:** Great customer service

**U:** Use sense of urgency when helping customers

**E:** Engage in eye contact when talking to customers

**S:** Speak and smile to customers

**T:** Thank customers and end with, *"Is there anything else I can do for you?"*

## Required Customer Service Behaviors

1. **Locating a Product:** Approach customers who seem confused for any reason and ask, “May I help you find anything?” When a customer requests information on a product area, take them to it personally or call a store manager to help them. Do not point in its general direction and walk away. When talking to a customer, give them your undivided attention. Answer, or obtain an answer, to all customer questions.
2. **Checking on an Item:** Holiday Market has built its reputation on customer service. Therefore, when you make a promise to check on an item, be sure you do so. This might mean that you have to take their name and phone number down to give to a store manager. Research shows that customers remember negative experiences more than they remember positive ones. Help us build positive customer service experiences by keeping your commitment to our customers.
3. **Providing Customer Focus:** Your total attention must be directed to the customer. The only thing that should prevent you from assisting a customer is conversations with another associates when a customer is in ear shot, or that you are assisting another customer. Focus on the customer!
4. **Avoiding Distractions:** Personal conversations with other associates must never interfere with customer service. Also, NEVER discuss controversial topics such as religion and politics with associates while working, and NEVER make personal remarks to or about any customer (or employee.) This may cause immediate termination.
5. **Building Relationships:** Make it personal by addressing customers by their name, if you know it. Help us build relationships.

## Last-Minute Shoppers

Treat last-minute shoppers with courtesy and respect. Never rush a customer. The customer who comes in 10 minutes before closing time or 5 minutes after you started your shift deserves the same respect and courtesy as the customer who shops during the middle of the day.

Never make unkind remarks to the other store associates about “last-minute shoppers.” Inappropriate comments could result in disciplinary action.

## Tips

We advertise that our store is a total service market and that all services is free. You are not permitted to solicit tips.

## Know Your Store

Know your store layout. You should be knowledgeable of our products, their location, and our services. Do not guess, and avoid making promises that Holiday Market won't be able to keep. If you do not know an answer, then tell the customer you will find an answer right away.

## Advertising Guarantee

We will issue a rain check or substitute an item of equal value to any customer who wants to purchase an advertised special in which the current stock is sold out prior to the end of the sale. Please see a store manager or store owner for details.

## **Customer Returns**

Customer returns must be handled by the manager of the department where the product originated. For example, a cake return should be handled by the Bakery Manager. If the department manager is not available, call the Store Manager to authorize the return.

Never Argue with a customer. Treat them graciously until the manager takes over.

## **Customer Complaints**

Regardless of the type of complaint brought to you – **LISTEN!** Do not interrupt the customer. Be understanding. Thank them for bringing the matter to your attention and apologize for any inconvenience. Explain to the customer that the Store Manager, or Department Manager will be happy to help them.

Create an atmosphere of helpfulness. Show your gratitude for the chance to correct a mistake. When you do so, the customer will leave feeling satisfied.

## **Service Policy**

All of our customers are to receive the same efficient, friendly, courteous service, regardless of race, color, religion, age, gender, disability, height, weight, marital status, physical appearance or any other characteristic. Do not hesitate to help a customer in need.

Remember, our fellow associates are also customer. Treat them with the same courtesy you would a non-associate.

## **Customer Accidents**

Accidents demand immediate action. In all cases, alert the Department Manager or Store Manager at once, regardless of whether you think medical attention is required. Give all possible assistance to the customer. Under no circumstances are you to make any promise or statement that would obligate you or this company for payment of medical expenses or damage. It is very important that you never make a statement acknowledging responsibility. If a customer's clothing is soiled, torn or otherwise damaged, do not take it upon yourself to promise payment. In an emergency, stay with them until it is resolved or until you are excused from the scene.

## **Breakage of Merchandise in the Store or Parking Lot**

If a customer breaks an item, approach the customer and put them at ease by saying "Not to worry, accidents happen." Tell the customer they should continue to shop, and you will take care of the damaged merchandise. It is very important that the customer is not made to feel guilty. Accidents tend to happen. Begin the clean-up, but call maintenance to help/finish up with the clean-up.

## **Store Cleanliness**

A clean store attracts and retains customers. All of us need to help keep our store clean. Please try to be aware of any papers or debris in the aisle or parking lot, and take a few extra seconds to pick them up and discard or put back in the proper location. The cleanliness of a store is a direct reflection of its associates.

## **Donations**

Refer any customer asking for donations or discounts to a store owner or store manager. Associates are prohibited from authorizing such transactions.

## Weights and Measures

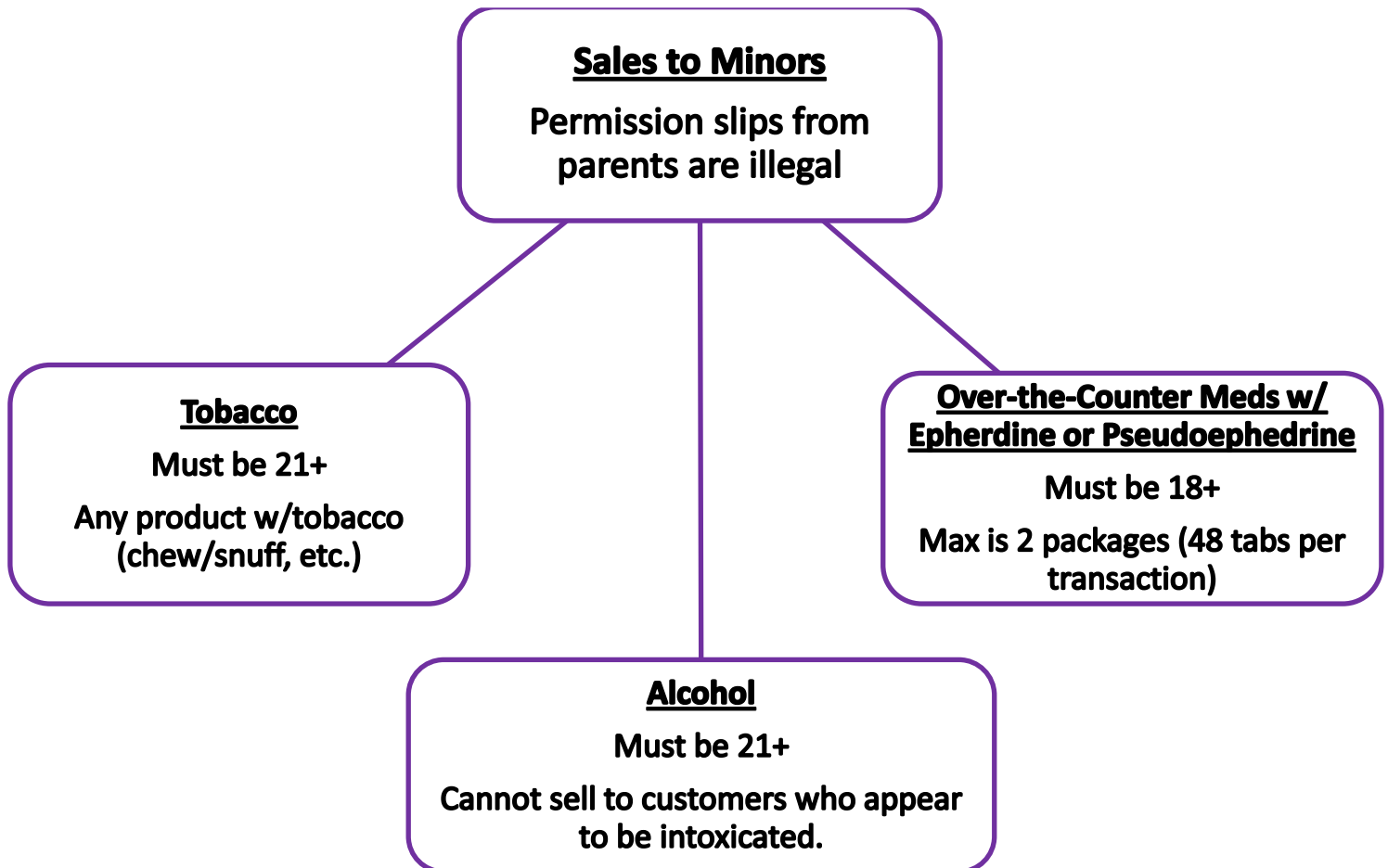
True weight, measures and counts are to be provided to all customers at all times. This means 16 ounces in a pound, 12 to a dozen, with no variations one way or another. Anything less is not good enough for our valued customers.

Never do anything in a manner that would indicate carelessness when using the scales. Tare weight, is the weight of an empty container/bag before the product is placed in it. Always adjust the tare weight before setting the price on the scales, and be sure to keep your hands away from the scales while they are “settling down” and recording.

## Sales to Minors – Illegal Transactions

Certain products require verification of age prior to making a sale. You are responsible for verifying the age of anyone who appears under 35 years old for these items. If they are of improper age, then it is illegal to make the sale. If you make the improper transaction, then you are subject to discipline, up to and including immediate discharge. You also put yourself at risk of personal liability, including fines and jail time.

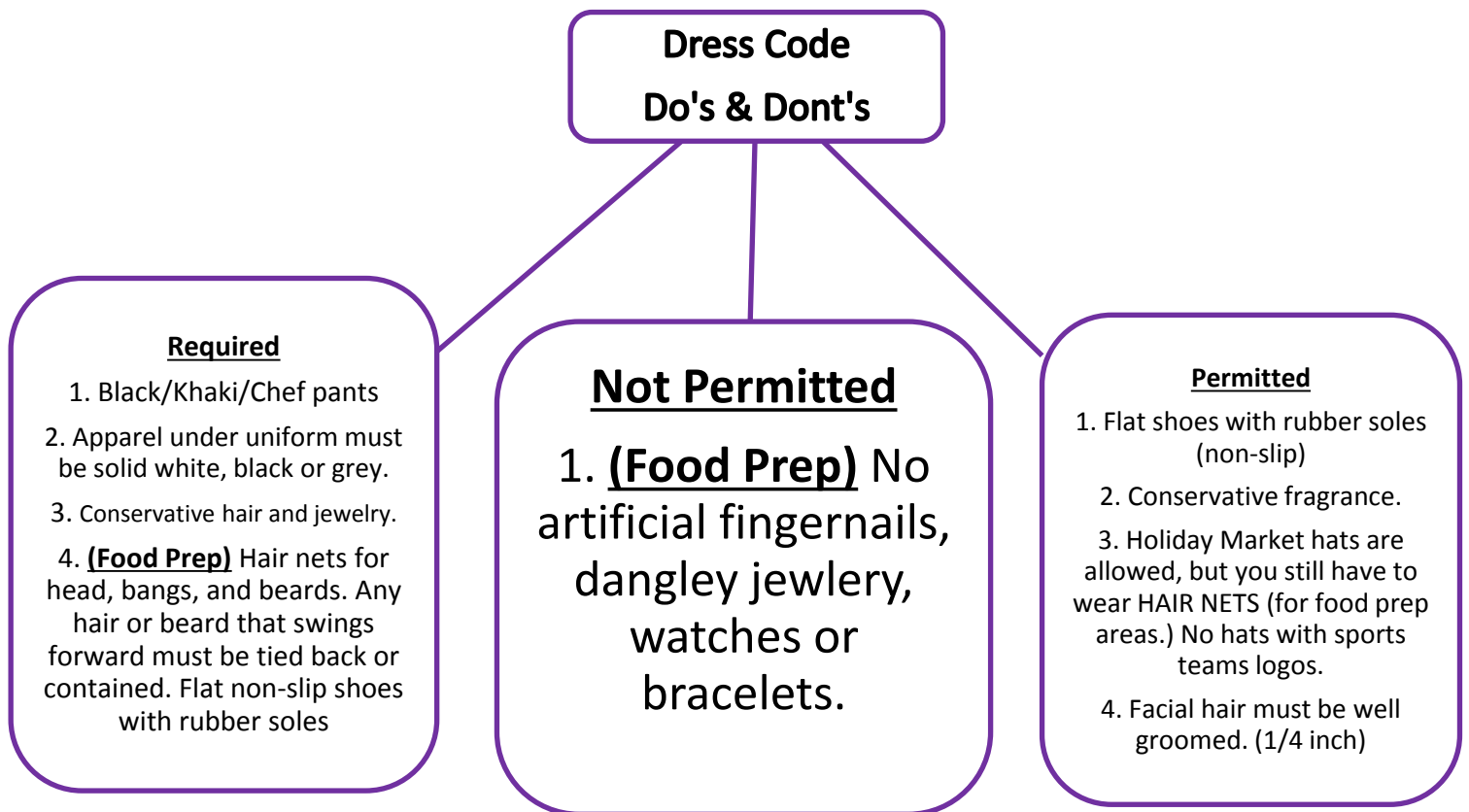
It is also illegal to sell to a minor if they have a note from a parent or guardian authorizing the minor to make the purchase. Specific age restrictions appear below. Contact your store director should you have any questions.



## Dress Code

We want our customers to notice you – not your clothes. Your clothing and attire should be clean and without holes. If you have any doubt whether your choice of dress will be acceptable, get your manager’s approval before wearing the item to work. If you come to work with unsuitable clothes or appearance, you will be asked to go home and modify your attire. This is at management’s sole discretion. For those associates who work in the office, business casual attire is required.

Blue jeans, sporting attire, sweat outfits, or ripped/torn clothing are never considered appropriate attire. All associates are also required to wear appropriate footwear. Under no circumstances are flip flops, casual sandals, beach shoes, open-toe shoes, or slippers are never considered appropriate footwear.



## Personal Appearance, Hygiene & Food Consumption

We expect you to be well groomed, bathed, wearing clean clothes, and to practice appropriate personal hygiene. Fingernails must be cleaned and manicured. Never eat, drink or chew gum in customer areas. Food-handling positions have extra requirements, to comply with health codes. This includes restrictions on beverage containers. See your Department Manager for a detailed list.

Remove all aprons, smocks and jackets prior to taking a break when you are going outdoors, smoking, or using the restroom. You must wash your hands immediately after returning to work from the toilet, handling garbage, or smoking. This is the law, as the purpose of wearing white over-garments is to protect the foods you are handling from outside containments.



## Nametags

Nametags (Name Badges) are part of your uniform and are required to be worn daily. Your first nametag is free. You will be charged for replacements. Wear your badge in a visible location on your upper chest. They may not be worn on your hat or on your pant belt. If you have any questions about the appropriate placement of your nametag, please see your manager.

## Lockers & Bags

Holiday Market is not responsible for any personal property that is lost or stolen. Lockers are company property, and we reserve the right to access lockers at any time. Lockers are available on a first come, first served basis. Bring your own lock. Due to food code health laws, some items are not allowed to be in your department; items including handbags, purses, coats etc... You may bring a small, clear plastic bag to your department to carry keys, wallets, and hygiene products.

## Cell Phones, Texting & Personal Calls

You are allowed to place or receive calls or text messages during your break time only. Cell phone usage must adhere to the following: *We don't want to see it or hear it, except in the breakroom or outside.* Use of cell phones or any electronic communication devices in your department or on the sales floor at any time is strictly prohibited. Exceptions to this policy, such as for an anticipated emergency phone call must be approved in advance by your manager.

## Smoking Policy

**State law states that you must be 20 feet away from any entrance.** This includes any and all types of smoking. To be in accordance with state law, smoking is not allowed anywhere on the premises and is only permitted on the picnic tables in the rear parking lot or in your vehicle. "Smokeless Tobacco" products are prohibited at all times.

Before you take a smoke break, you must remove any detachable portion of your uniform – Such as an apron or chef coat – per Health Code.

## Work Schedules

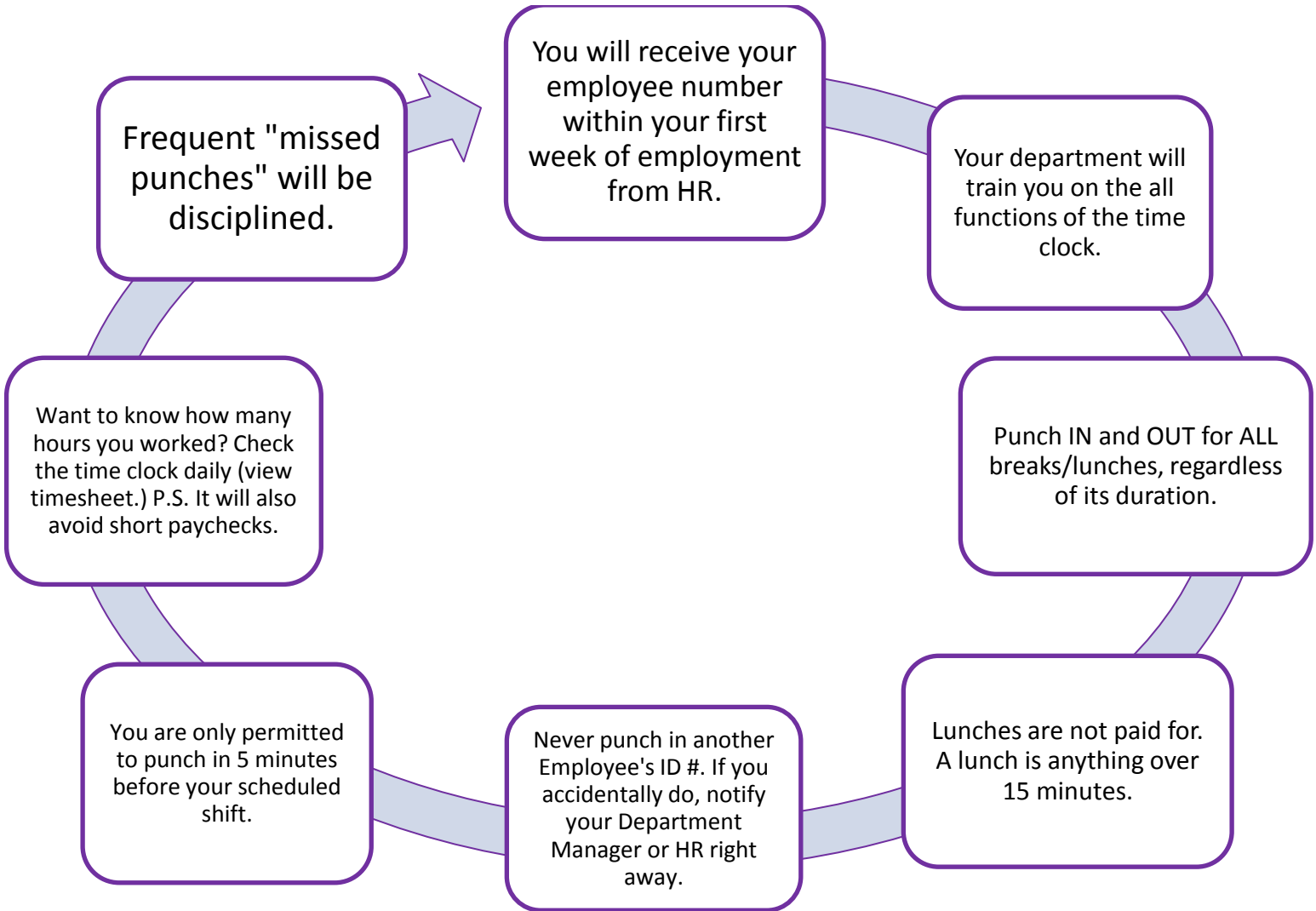
Your schedule will be posted by Friday in your department for the following week.  
Schedules available online on Sunday afternoon.

We cannot promise the work schedule you prefer.

You may be asked to "stay over" and work longer than your schedule time. Especially during the holidays.

Request for time off must be given to your manager with at least a 2 week notice. Note: There is NO guarantee that your request will be granted.

## Time Clock Procedures



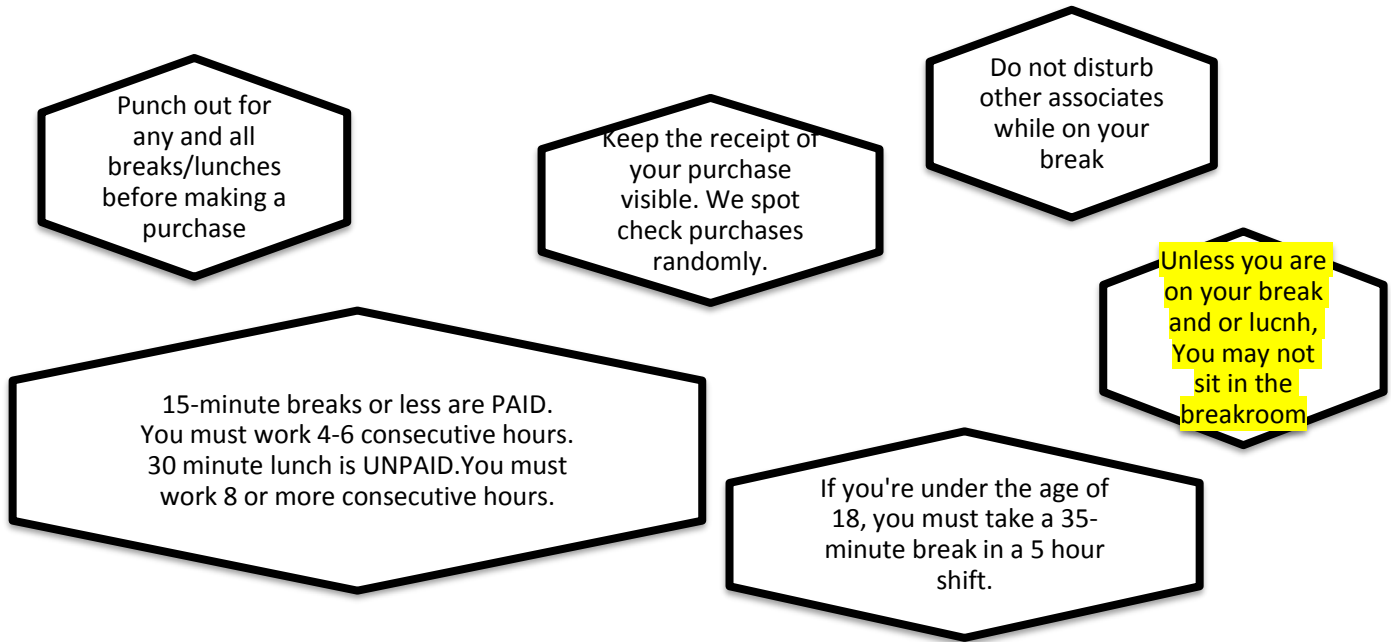
### **New to Holiday Market? Don't have a Number yet?:**

Your department manager will guide you on where to sign in until an employee number is assigned to you.

## Helping Customers

If a customer stops you and asks for help, NEVER say “I’m on a break.” This is why we encourage you to take your breaks in the break room or outside. So, you can obtain a rest period without interruption.

## Lunch and Break Periods



You are required to work the duration of your scheduled shift. Within that shift, you are permitted to take work breaks or unpaid lunches, as permitted by your manager.

## Honesty & Integrity

Report Stealing: Notify management immediately when you see a person taking money, merchandise, or equipment without paying for it. (Customer, associate, or vendor) All theft will be investigated by management or local law enforcement. Theft is punishable by discharge.

Keep our business confidential: Any personal business information to which you are exposed, such as sales volumes, financial figures, and advertising or promotion plans, must be kept confidential. Michigan law prohibits the disclosure of company information, and Holiday Market will use all means available to protect its business interests. Please note that you are also legally bound to keep company information confidential even after you have left our employment.

## Associate Purchases

We want our associates to shop at Holiday Market. You're some of our best customers! However, because you are an associate, we require that you follow these rules:

1. **Do your shopping after you punch out:** Only shop during breaks/lunches, or at the end of your shift.
2. **Pay for it first:** All purchases are to be paid for at the cash register before they are consumed or taken home. Failure to do so could lead to immediate discharge.
3. **Keep your receipt:** Please keep receipts for all your purchases throughout the day. We spot-check associates to determine if the product you are eating/taking out of the store has been paid for. Associates who cannot produce a receipt will be disciplined, up to and including discharge.
4. **Take purchases to your car:** All purchases for home consumption must be rung through the register and removed from the store once you have paid for them. You may not collect items for purchase and put them in your department walk-ins or coolers to purchase and take home at a later date/time.
5. **Do not transact your relatives:** You are not permitted to scan, weigh or price your own items of any relative or person residing in your household, or friend. Please advise them of this to avoid embarrassment.
6. **Never mis-price an item:** Anyone who labels a more-expensive item as a cheaper item so that it rings up at a cheaper price will be fired. This is called "sweet-hearting" and is theft. Any associate caught doing this will be immediately terminated.
7. **Be prepared for inspection:** We reserve the right to inspect all items taken from the store. All bags, boxes and packages removed from the store are subject to being spot checked by the Department or Store manager at any time.
8. **Removing unpaid merchandise:** Never exit the building with unpaid merchandise. This is considered stealing and may result in discharge.
9. **Employee Charging:** If you choose to employee charge your purchase, that amount will be withdrawn from your following week's paycheck. (Monday-Sunday with payday on the following Thursday) If you overcharge your check amount, you will be automatically removed from store charging again on your check for 2 weeks.

## Conduct Which Can Lead to Immediate Discharge

Certain types of conduct can lead to immediate discharge. No list of rules, however extensive, can accommodate all possible associate actions, and these examples are accordingly illustrative only.

- Harassment (sexual, discrimination, threats, possession of weapons, acts of violence.)
- Mistreatment of customers, guests, or associates.
- Flagrant disregard of management directives, also known as “*Insubordination*”
- Lying, falsifying documents, incorrect records, misrepresentation for purposes of obtaining benefits or privileges.
  - Including writing in & out times on a time sheet.
- Punching in/out another associate, or allowing another associate to do the same for you
- Theft of any sort. This includes eating store food and/or products without payment or permission.
- Excessive Cashier shortage/overages
- Leaving without prior authorization
- Selling age-restricted products (Alcohol, Tobacco, Lottery) to underage customers
- Selling or weighing items under the established price or weight
- Disclosing confidential company information to unauthorized individuals
- Violation of safety rules, including motor vehicle, tools and equipment safety
- Destruction or vandalism of company or associate property, or unauthorized use.
- Making false or malicious written/verbal statements concerning any associate, the company or store customers, including on social networks (Facebook, Twitter, Instagram etc...)
- Taking or operating equipment without the proper authorization from HR, Store Directors or Owners.
- Ringing/pricing your own item, or a family member/close friend’s item.
- Selling/purchasing any contrabanded product on Holiday Market Property

## Attendance Definitions & Penalties

**Absence:** You were hired because we need you to be at work on a regular and timely basis. Work schedules are disrupted when associates are absent. Tardiness and absenteeism also place additional burdens on your fellow associates. If you know you will be absent or late on a certain day, discuss it in advance with your manager. Your request will be given consideration.

If you cannot report for work as scheduled because of an emergency or illness, and it is not possible for you to obtain advance authorization, then you are expected to contact your Department Manager as early as possible. When you call in, you may be asked to provide the reason for your absence, along with the date and time you expect to return to work. You may be required to provide proof of the reason for your absence or tardiness.

1. **No Call/No Show (NC/NS):** If you do not report to work and fail to notify the company, we will consider you a “voluntary quit” and process your termination.
2. **Notification requirements is absent for more than one day:** You must call in each day you will be absent, unless other arrangements are made with your manager. If you are going to be absent for an extended amount of time, see the HR department.

## Rules for reporting an absences & tardiness

You must call us in advance if you will be late or absent. The only people that are authorized to take your call are your Department Manager or the PIC. If we do not hear from you within the required amount of notice, then we will automatically remove you from the work schedule for that day and assign a replacement.

## Calling in sick

If you are sick, then please don't come to work. We want you to get well so you can give us 100% of your effort. Please be prepared to bring in a doctor's note when we request it.

**Food handling positions:** *The County Health Department* has special rules when a food handler has a contagious illness. These rules are in place to prevent transmission of food-borne illness. Refer to the information provided during your department training for which illness you cannot report to work with.

**Symptoms requiring disclosure:** Certain symptoms must be reported, even if you are well enough to work. Notify your manager immediately, per health code. This is the law. The symptoms are: *diarrhea, fever, vomiting, jaundice, sore throat with fever, or lesions containing pus on the hand, wrist, or an exposed body part.* These symptoms can cause the transmission of food-borne illness.

### Going to miss work or be late?

**Absent:** We understand it's not always possible for a 24-hour advance notice. However, we do require a 2-hour notice.

**Tardy:** Call a minimum of 1 hour before your shift begins.

**Call:** Your Department Manager or Person in Charge (PIC)  
248-541-1414

## **Parking**

Parking is only permitted in the employee parking lot that is located in between E. Parent St. and E. Harrison Ave. To get in the gates: Swipe your nametag or punch your employee number beginning with a 9 on the keypad.

**Example:** #123 you would punch 9000123. #100123 you would punch 9100123. #101123 you would punch 9101123.

## **Broken Packages & Damaged Merchandise**

Broken packages or damaged merchandise are company property. We still own it, and we can get vendor credit for it. Therefore, give broken/damaged items to the department manager where it came from. Associates are PROHIBITED from taking these items home. If you take them home, it is considered stealing.

## **Working for our Competitors**

You may not work for any company in direct competition with our store without written consent.

## **Solicitation & Distribution by Employees**

Our company will continue as a successful competitor in the industry if we devote our full attention to quality work. As a consequence, solicitation of any kind on company premises during working time will not be tolerated.

Associates are not allowed to solicit other associates during working time. In the interest of maintaining clean and orderly facilities, the distribution of literature in working areas and non-working areas during working time is prohibited. Non-employees and outsiders are not permitted to solicit or distribute literature on company premises at any time. Associates are not to enter or remain in the interior of the building or other working area unless they are on duty or scheduled to work.

## **Premiums & Gratuities**

All associates are required to disclose to the store director information regarding all gifts, premiums, samples, event tickets, and offers of free use of goods or services offered by or received from suppliers, vendors or others with whom we have a business relationship. Failure to disclose such information will be considered a violation of this policy and subject to disciplinary action, up to and including discharge.

T-shirts, hats, desk accessories and preapproved meals may be accepted up to a total estimated value of \$25. A determination of the ownership status or disbursement of all other gifts, premiums, trips, or other items covered by this policy will be made by an owner of the company. Until such determination is made, all goods, services, or other items offered to or received by an associate shall be considered the exclusive property of the company and given to the store owners for proper handling.

## **Resignation Policy**

Whenever possible, please give us a two weeks' notice of your intent to resign. This gives us time to train a replacement without business interruption. Associates who provide a two weeks' notice and actually work the scheduled hours they were assigned (rather than using PTO in lieu of working) will receive pay for any **unused PTO** time earned as of January 1<sup>st</sup> of the calendar year of employment. Associates who do not provide a two weeks' notice and/or who fail to work their schedule will not receive payout for unused time.

## **Layoff Policy**

Unfortunately, circumstances may arise that require layoff. If the company, in its sole discretion, determines that a layoff is necessary, affected associates will be notified of the effective date, pertinent benefits information, and specified possibility of recall (if any) as soon as it is practical. All layoffs and recalls will be based upon company needs and associate's ability, as determined by the company. After 30 days on layoff status, associates will be automatically terminated.

## **Discipline**

We reserve the right to discipline associates who violate company policies. We also reserve the right to suspend the disciplinary process and to immediately proceed to discharge, as per our policy as an at-will employer.

## **Alcohol & Controlled Substances**

It is essential that all associates be alert and in full possession of their faculties when working to protect the safety of our work force, work place, the public, as well as to promote high standards of conduct, integrity and efficiency. Being under the influence of or being impaired by controlled substances such as, drugs or alcohol can cause permanent injury/death.

Accordingly, associates are prohibited from reporting to work in an unfit condition. This includes while under the influence/impaired by alcohol, drugs, or controlled substances in their system. No associate may possess, sell or distribute alcohol, drugs or controlled substances while on company property or company time.

To prevent controlled substances, drugs, alcohol and other contraband from being brought onto the company premises, the company may at its discretion, inspect any locker, package, purse, tool box, vehicle, or other personal belonging brought onto the company premises in connection with the investigation of any rule violation or in the maintenance of a safe workplace. Associates will cooperate in all investigations of suspected rule violations or workplace safety.

## **Shoplifting**

Customer, vendor and associate theft is a serious problem and must be handled by experienced personnel to avoid difficulties. If you see anyone hiding merchandise in their clothing or in a packaging they are carrying, then quietly report the incident to management. Try to do so without losing sight of the person involved. We want to be sure that person does not dispose of the merchandise. When the manager arrives, state what the item is and where it was hidden. The manager will evaluate the situation.



## Store Robberies

1. Obey the robber: Should a holdup occur, obey all orders given by the robber. Do not argue or hesitate. Don't do anything to alarm, excite or anger the robber. Avoid making sudden movements. Do not raise your voice. Keep your hands visible at all times.
2. Remain calm & pay attention: Concentrate on remembering the description of the robber for identification at a later time: Their features, clothing, voice, hair, jewelry, height, weight, scars, tattoos etc.. After the robbery, (If you can safely do so) try to get a description of the getaway vehicle, including license number, brand of car, and the accomplice, if any. This can help the police.
3. Give the robbers what they ask for: Under no circumstances should you endanger your life or the lives of your fellow associates or customers. Do not attempt to apprehend the robber. Do not refuse to cooperate with their orders. Give them the money that is available, without argument. Money can be replaced. Your life or the lives of others cannot.

## Special Safety Rules for Employees Under the Age of 18

No one under the age of 18 is permitted to operate, service or clean any power-driven equipment, such as bakery machines or meat processing machines. No one under the age of 18 may operate the cardboard baler or trash compacter. This includes unauthorized equipment in restricted areas, throwing empty boxes, cardboard/garbage into the baler/compacter, even if they are shut off.

## Hazardous Chemicals in the Workplace

In compliance with the Occupational Health & Safety Administration (OSHA) and Michigan OSHA (MIOSHA), associates have a right to know of any hazardous chemicals/materials in the work place, and the risks associated with those items. We have a "Material Safety Data Sheet" book (MSDS) that lists each hazardous chemical and explains what to do if you are exposed to it. The MSDS book is located in the break room. You are also required to properly label chemicals that you transfer from their original container to a smaller container (for example, to a mop bucket or spray bottle.) If you are uncertain about the safety of any chemical/material, or how to properly label chemicals that are transferred to small containers, then please see the department manager. If something is broken or malfunctioning you must contact the department manager or a store director immediately.

## Injury Reporting

In case of injury on the job or occupational disease, the company pays workers compensation pursuant to state regulations. Workers' compensation helps cover doctor bills and provides your family with a continuing income should you be temporarily or permanently disabled.

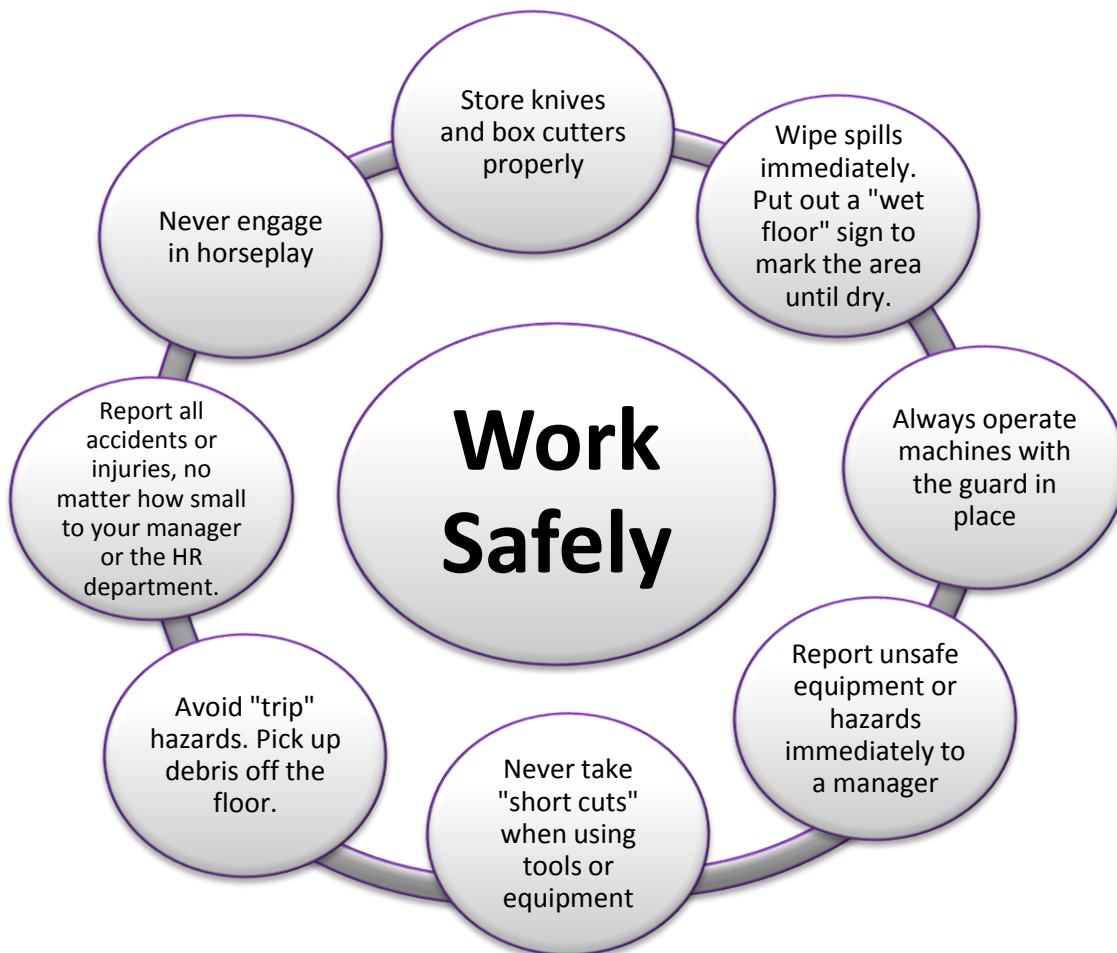
You are required to promptly report to your manager any accident, injury or illness occurring while you are at work, no matter how trivial you think it may be. This is essential. If you do not report an accident, injury, or illness, then you may forfeit some or all of your state compensation benefits.

## Training

It is every associate's responsibility to enthusiastically participate in all training programs and skills development provided by the company. If a specific training workshop has films and you would like to review any of those training films again at a later date, then please see your department manager to schedule a time.

## Equipment & Tool Operation

1. Cleaning & Operation: Tools and equipment are to be kept clean and in good repair. Do not operate any equipment that in your opinion is not in a safe condition and/or that you have not been properly trained to operate. Any accident, hazard, unsafe working condition, or unsafe use of equipment is to be corrected or reported to your manager immediately for corrective action.
2. Accident Reporting: If you are involved in an accident while working or witness an accident by a customer or another associate, no matter how small, immediately report it to your Human Resources Representative or a manager.
3. Machine Guards & Operating Safety: We have machines in the building that have guards to prevent injury. Examples are deli meat slicers, cardboard balers, and bakery equipment. Machines must not be operated until all guards are in place. Do not bypass or remove guards, unless for maintenance, cleaning or repair purposes. Safety laws require power lockout procedures to prevent the unexpected startup of power equipment while cleaning or servicing machines. This is known as "lock-out, tag out." If a machine is tagged for repair or lock-out, do not attempt to operate it. If you do so, you will be discipline, up to and including discharge.
4. Fire Suppression Equipment & Exits: Fire extinguishers, inside and outside sprinkler system control valves, outside fire department connections and alarm bells, and all exits must be kept clear of obstructions at all times. If a fire extinguisher is discharged, even by accident, notify a store director immediately. Once a fire extinguisher is sprayed, it loses its pressure and won't spray a second time. This is why you need to tell us, whenever at extinguisher is discharged. We will need to have it re-pressurized.



## Benefit Plan Details

Some company benefits are spelled out in detail within this handbook. Other benefit plans only list the highlights. For benefit plans that have government requirements for reporting and disclosure, you must consult the Summary Plan Description (SPD) Issued by the benefit carrier to obtain complete details.

Whenever there is a discrepancy between our handbook and the official plan documents, the plan documents govern. Also, changes in the law may affect the benefits programs described in this employee handbook. The provisions of the handbook do not establish contractual rights between the company and its employees. Holiday Market, in its own discretion reserves the right to add, modify, amend, alter, reduce or eliminate any or all of the benefits described in the employee handbook or which may otherwise be provided.

## Pay Day

Our pay week is Monday through Sunday. You will be paid the following Friday for work performed in the previous pay week. Direct Deposit is required upon becoming an associate. Please contact the payroll department for details.

## Paycheck Errors

Associates who believe any mistakes or improper deductions have been made to their pay should report their concerns immediately to Human Resources. The company will make appropriate correction as soon as reasonably possible.

## Overtime Policy

Business situations or demands occasionally require overtime work. In these cases, the manager will attempt to give you sufficient notice concerning scheduled overtime. Non-exempt associates receive overtime pay at time and a half (1.5hr) for all hours worked over the amount of 40 hours in a work week (This does not apply to Holiday weeks as there is a separate policy for Holidays.) Associates eligible for overtime MUST OBTAIN PRIOR MANAGER APPROVAL to work the OT hours. If you work OT without permission, you will be disciplined.

## Paid Holidays

Hourly full time and part time associates who have been employed for 90 continuous days and worked over 25 hours each week are eligible for holiday pay. Full Time associates will receive eight hours of holiday pay at their rate of pay. Part time associates will receive four hours of holiday pay at their rate of pay. The six paid holidays are as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. You must work the day before, the day of the holiday, or the day after in order to receive holiday pay. Under no circumstances will an associate receive holiday pay if: A. You are scheduled to work a holiday week and fail to do so (calling in), or B. You are on vacation, personal leave, or leave of absence.

## Employee Classifications

Employee classifications are as follows. Job classifications and duties may be changed by the company at its sole discretion.

- **Full Time:** Defined as someone who averages over 37 hours weekly.
- **Part Time:** Defined as someone who averages between 25-36.99 hours weekly.
- **Seasonal/Casual Labor:** Defined as an associate who works irregular, temporary or limited schedules. Examples being: students when they are home for college breaks, or call-in positions. Unless otherwise determined by the company, casual labor associates are not eligible for benefits, even though they may occasionally work over 37 hours in a given week.

## **Birthday Pay**

Hourly full-time associates with an average of 37+ hours and part time associates with an average of at least 25 hours per week and who have been employed for 90 continuous days will receive birthday pay. **Full Time – 8 hours, Part Time – 4 hours.**

## **Bereavement Pay**

Hourly full-time associates with an average of 37+ hours and part time associates with an average of at least 25 hours per week and who have been employed for 90 continuous days will receive one day of bereavement pay. Immediate Family Defined for Bereavement Leave: **“the employee's spouse, domestic partner, legal guardian, son, daughter, mother, father, sister, brother, grandparents, aunt, uncle, niece and nephew, and in-laws of the same categories.** **Full Time – 8 hours, Part Time – 4 hours.**

## **Part Time Paid Time Off**

Part time associates who on their 1-year anniversary date, have completed one year of continuous service and average at least 25 hours to 36.99 hours per week are eligible for PTO Time

Your average weekly hours worked in the previous year determines the number of vacation hours you are eligible for in the current year. See the payroll department if you want a specific calculation.

- **After 1 year:** At your anniversary date. 36 hours equaling to 5 days
- **After 3 years:** 72 hours equaling to 10 days
- **After 10 years:** 108 hours equaling to 20 days

## **Full Time (and Salary) Paid Time Off**

Full time associates who have completed one year of continuous service and average 37+ hours per week are eligible for Paid Time Off at their average hours. See the payroll department if you want a specific calculation.

- **After 1 year:** At your anniversary date. 2 weeks at 80 hours for a total of 10 days
- **After 3 years:** 3 weeks at 120 hours for a total of 120 hours equaling 15 days
- **After 10 years:** 4 weeks at 160 hours for a total of 160 hours equaling 20 days

*All paid time off is “use it or lose it.” This means that you have until December 31 of the calendar year to use the benefits. Paid time off that is unused as of December 31 will be forfeited. It will not carry over to the next year.*

## **Paid Vacation Payouts**

Associates who provide a two weeks’ notice and work their specific scheduled hours that they were assigned (rather than using vacation/bonus time in lieu of working) will receive pay for any unused vacation time that was earned as of January 1<sup>st</sup> of the calendar year that employment is terminated. The associate’s department manager will have to inform HR if the associate is eligible for receiving their vacation paid out. If approved the associate will receive the payout in a timely manner. Associates who do not provide a two weeks’ notice and/or who fail to work their schedule will not be entitled to payout for unused vacation time.

**PLEASE NOTE:** All requests must be given to your manager with a minimum two-week notice, and they will decide if it is approved or not. YOU are responsible for telling HR that you would like a vac/sick/b-day paid out on your paycheck the following Thursday. DO NOT rely on your department manager to tell HR for you.

## **401k Retirement Savings Plan – Transamerica**

Associates that are over the age of 21, work an annual 1,000 hours (19.23avg/week) and have been employed for a year are eligible to participate in our 401k retirement savings plan. Specific details of the plan are contained in a separate plan document provided by the 401k administrator. Please see HR for details.

## **Personal Leave of Absence**

Unpaid personal leave may be granted for periods of up to two weeks in length (maximum of 14 days in a calendar year) to all FT associates who have worked for the company for a minimum of 6 months. Personal leaves are granted at the company’s discretion depending upon business needs. An associate who fails to return to work upon completion of the approved personal leave will be considered to have voluntarily terminated their employment. The associate shall not engage in gainful employment during such leave without the prior written permission of the company.

## **FMLA – The Family and Medical Leave Act**

### General Provisions

Holiday Market’s policy is to grant up to 12 weeks of coverage through the Family and Medical Leave Act in a 12-month calendar year (January-December.) Holiday Market may also grant up to a total of 26 weeks in a 12-month period to care for a covered service member with a serious injury or illness, in accordance to the Family and Medical Leave Act of 1993. When the employee goes on leave it may be paid, unpaid, or a combination of both depending on the circumstances and as specified in this policy. The FMLA and its regulations will be used as the guidelines for the family and medical leave under this policy.

Employees who require a longer leave than is provided, may request an extension of leave. Employees who do not meet the eligibility requirements under this FMLA policy, will be eligible for leave if they are qualified individuals with a disability, request a leave as a reasonable accommodation of their disability, and the requested leave will not impose any undue hardship on the company.

Holiday Market also provides up to 12 weeks of leave for “a qualifying urgent matter” arising out of a covered family.

### Eligibility

In order to qualify for FMLA the employee must meet all of the below conditions:

-The employee must have worked at Holiday Market at least 1 year, which does not need to be consecutive. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.

-The employee must have worked at least 1,250 hours (24.04 average hours) in a 12-month period immediately before the date when the leave would begin.

-The employee must work in an office or work site where 50 or more employees are employed within 75 miles of that office or work site.

## **Type of Leave Covered**

In order to qualify as FMLA leave, the employee must be taking the leave for one of the reasons below:

1. The birth of a child/to care for that child
2. The placement with employee of a child for adoption or foster care
3. To care for a spouse, child or parent with a serious health condition
4. The serious health condition of the employee.
5. A qualifying urgent matter arising out of the fact that the employee's spouse, child or parent is a covered military member on active duty. Or to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent or next related to the service member.

An employee may take leave because of a serious health condition that makes the employee unable to perform their specific functions of their position, as provided by the FMLA and its regulations. Serious health condition means any illness, injury, impairment, or physical/mental condition that involves any of the below.

1. Any period of incapacity or treatment in connection with or consequent to inpatient care in a hospital, hospice, or residential medical care facility
2. A period of incapacity requiring absence from work, school, or other regular daily activities, of more than three consecutive full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves:
  - A. Treatment, in person, 2 or more times within 30 days of the first day of incapacity, by a health provider, nurse, or physician's assistant under the direct supervision of a health care provider or by a provider of health care service under orders of, or on referral by a health care provider.
  - B. Treatment, in person, by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider. The first in person treatment visit must occur within seven days of the first day of incapacity.
3. Any period of incapacity or treatment for the incapacity due to a chronic serious health condition which:
  - Requires periodic visits (defined as at least twice a year) for treatment by a health care provider, or by a nurse/physician's assistant under the direct supervision of a health care provider
  - Continues over an extended period of time. Including recurring episodes of a single underlying condition
  - May cause episodic rather than a continuing period of incapacity (asthma, diabetes, epilepsy etc..)
4. Any period of incapacity due to pregnancy or for pre-natal care. A husband may take FMLA leave if needed to care for his pregnant spouse who is incapacitated or if needed to care for her during her prenatal care.

5. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not to be receiving active treatment by a health care provider.
6. Any period of absence to receive multiple treatments (and recover) under the orders of, on referral by, a health care provider, either for restorative surgery after an accident or other injury/condition that would likely result in a period of incapacity for more than three calendar days in the absence of medical intervention or treatment.

### **Type of Leave Covered - Continued**

Employees with questions about what illnesses are covered under this FMLA policy or under the company's sick leave policy are encouraged to speak with the Human Resources Department. The company may require an employee to provide a doctor's certification of serious health condition.

If an employee takes a leave for a condition that progresses into a serious health condition or develops a condition that is a serious health condition, the company may designate all or some portion of related sick leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

Except in the case of leave to care for a covered service member with a serious injury or illness, an eligible employee can take up to 12 weeks of leave under this policy during any 12-month period. The company will measure the 12-month period by a "rolling" 12-month period, measured backward from the date an employee used any FMLA leave as provided by the FMLA in its regulations.

A husband and wife who are eligible for leave under this policy and are employed by the same covered employer are permitted to take only a combined total of 12 weeks of leave during any 12-month period if the leave is taken:

- For the birth of a child/to care for the child after birth
- For placement of a child for adoption or foster care, or to care for the child after placement
- To care for the employee's parent with a serious health condition.

Each time an employee takes leave the company will compute the amount of leave the employee has taken under this policy and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

Eligible employees can take up to 26 weeks of FMLA leave during a single 12-month period to care for a covered service member with a serious injury or illness. A single 12-month period in which the 26 weeks of leave entitlement described in this paragraph occurs using the 12-month period measured forward from the date an employee's first FMLA leave to care for the covered service member begins.

### **Employee Status & Benefits During Leave**

While an employee is on leave, the company will continue the employee's health benefits.

If the employee chooses not to return to work for reasons other than a continued serious health condition or reasons beyond the employee's control, Holiday Market will require the employee to reimburse the company the amount paid for health insurance while the employee was on leave. Under current company policy, employees must make a premium payment (their weekly payment) to Holiday Market at the same time as a payment that would be made if it was a normal payroll deduction.

If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of

leave. In the event that a payment is not received, the company will mail a notice of late payment to the employee 15 days before the date that coverage would be dropped, advising that coverage will be dropped on a specific date at least 15 days after the date of the letter.

If the employee contributes to any other type of insurance/disability plan, the employer will continue to make payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, they must continue to make those payments in the same manner prescribed in the paragraph above, along with health care payments. If the employee does not continue these payments, the company may cancel coverage during the leave period, or will recover the payments at the end of the leave period, in a manner consistent with the law.

### **Employee Status After Leave**

An employee who takes leave under this policy will be able to return to the same position when leave commenced, or to an equivalent position as provided by the FMLA and its regulations. The equivalent position will have the same pay, benefits, and working conditions, including privileges, perquisites, and status.

Under certain circumstances the company may deny the employee to come back if:

1. The employee would not otherwise have been employed at the time reinstatement is requested.
2. The employee is no longer qualified for the position because of the employee's inability to attend a necessary course or renew a license as a result of the leave, despite being given a reasonable opportunity to fulfill those conditions upon return to work.
3. The employee is unable to perform the essential functions of the job due to a physical or mental condition, including the continuation of a serious health condition with or without a reasonable accommodation.
4. The employee is a "key employee" and the restoration of the employee would result in substantial and grievous economic injury to the company. The term "key employee" refers to any salary eligible employee who is among the highest paid 10% of all employees within 75 miles.

### **Paid Leave**

If the employee has accrued paid leave (Vacation, Sick, Personal,) that accrued paid leave will be substituted against part or all of the approved 12-week FMLA. The employee may elect to retain a bank of up to 80 hours of accrued leave. Leave taken under the company's long-term disability plan or workers compensation plan is considered paid sick leave for purposes of FMLA.

### **Intermittent Leave or a Reduced Work Schedule**

The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over a year,) or under certain circumstances may use the leave to reduce the work week or work day, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 weeks over a 12-month period. Employees must make a reasonable effort to schedule planned medical treatments so as not to disrupt the employer's operations.

The company may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule.



For the birth, adoption or foster care of a child, the company and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for the birth, adoption, or foster care of a child must be taken within one year of the birth or placement of the child.

The company may require certification of the medical necessity.

## **Certification of the Serious Health Condition**

The company may ask for you to provide certification of the serious health condition within 5 business days after the request is made in the case of foreseeable leaves and within 5 business days after the leave commences in the case of unforeseeable leaves. The employees should try to respond within 15 days of the request, or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical Certification should be provided by using the Medical Certification Form that is available in the HR department.

Certification of the serious health condition shall include: The date when the condition began, its expected duration, diagnosis, and a brief statement of treatment. For medical leave for the employee's own medical condition, the certification must also include a statement that the employee is unable to perform work of any kind or a statement that the employee is unable to perform the essential functions of the employee's position. For a seriously ill family member, the certification must include a statement that the patient requires assistance and that the employee's presence would be beneficial or desirable.

The company has the right to ask for a second opinion if it has reason to doubt the certification the company will pay for the employee to get a certification from a second doctor, whom the company will select and who is not a company employee. The company will also reimburse the employee or family member for any reasonable "out of pocket" travel expenses incurred to obtain the second and third medical opinions.

If necessary, to resolve a conflict between the original certification and the second opinion, Holiday Market will require the opinion of a third doctor. Holiday Market and the employee will jointly select the third doctor, and Holiday Market will pay for the opinion. The third opinion will be considered final.

## **Procedure for Requesting Leave**

Except where leave is not foreseeable, all employees requesting leave under this policy should submit the request in writing to their immediate manager as soon as practicable and within the time prescribed by Holiday Market usual and customary notice requirements applicable such leave, and include a basis for the FMLA leave.

When an employee plans to take leave under this policy, the employee must give the company 30 days' notice. If it is not possible as is practicable. An employee undergoing planned medical treatment is required to make a reasonable effort to schedule the treatment to minimize disruptions to the company's operations.

While on leave, employees are requested to report either every 2 weeks or every 30 days to the company, regarding the status of the medical condition, and their intent to return to work. If the employee does not return at the end of the leave period, the employee's notification of his/her intent not to return will be the COBRA qualifying event.

The company may request recertification as provided in the FMLA regulations.

## **Military Caregiver Leave**

Holiday Market permits a spouse, son/daughter, parent or next related to take up to 26 weeks of leave during a 12-month period to care for a covered service member who suffers from a serious injury/illness incurred on active duty.

A covered service member is a member of the Armed Forces, including a member of the National Guard, or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

## **Qualifying Urgent Matters**

An employee may take up to 12 weeks of FMLA leave for a “qualifying urgent matter” arises when a spouse, a parent or child is currently on or has been called to active duty. Qualifying Urgent Matter leave may be taken for the following reasons:

**Short Notice Deployment:** Occurs when notice of the call for deployment is received within 7 days of the deployment. Leave can occur for any purpose and is limited to seven calendar days beginning on the date of a covered military member is notified of an impending call or order to active duty in support of a contingency operation.

**Military Events:** To attend a ceremony, program, or event sponsored by the military that is related to the active duty or call to active duty of a covered service member, and to attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or callup.

**Childcare and School Activities:** To arrange for alternative childcare for a child of a covered servicemember, provide childcare on an urgent, immediate need basis (but not on a routine), to enroll or transfer the service member’s child to a new school or day care facility, and to attend meetings at a school or daycare regarding parent-teacher conferences, disciplinary matters or counseling for the service member’s child.

**Financial and Legal Arrangements:** To make or update financial or legal arrangements to address the service member’s absence, such as the preparation of wills or execution of powers of attorney.

**Counseling:** To attend counseling provided by someone other than a health care provider for the employee, the covered service member or their child arising from the call-up to active duty.

**Rest and Recuperation:** To spend time with a servicemember who is on short-term rest and recuperation leave during a period of deployment. These leaves are limited to 5 days for each instance of rest and recuperation.

**Post-Deployment Activities:** To attend arrival ceremonies, reintegration briefings and events and other programs sponsored by the military within 90 days following the end of the deployment and to address issues that arise from the death of a service member.

**Additional Activities:** To address other events that arise out of the above duty or call-up provided the employer and employee agree that such leave shall qualify as an Urgent Matter, and agree to both the timing and duration of leave.

Qualifying Urgent Matter Leave may be taken intermittently or on a reduced leave schedule. Holiday Market will seek certification of Qualifying Urgent matter Leave the first time an employee requests such leave. Holiday Market will require employees to provide a copy of active-duty orders or other documentation issued by the military indicating that the covered military member is on or called to active duty and the dates of service. Additionally, Form WH-384 must be completed in connection with Qualifying Urgent Matter leaves.

## **Military Leave**

The companies will comply with the Uniform Services Employment and Re-employment Rights Act (USERRA), 38 U.S.C. S 4301 et seq. pertaining to military leave. As the laws change, or as interpretations of the laws change, military leave benefits for companies' employees may change accordingly. No attempt is made in this policy to cover all possible situations and circumstances that may arise when an employee is ordered to active duty. Therefore, as military leave situations arise, employees should consult with their manager for current and complete details regarding their military leave rights as a company employee and should make sure the Benefits Office is contacted regarding any continuation of benefits.

## **Military Leave - Continued**

**Eligibility for Military Leave of Absence:** In accordance with USERRA, company employees who perform service in the uniformed services (as defined by the USERRA) are entitled to a military leave of absence from their company positions, subject to the limitations and restrictions set forth in federal and state laws and company policy. Upon receiving an assignment for military service, employees should promptly provide notice to their managers prior to going on military duty, unless precluded by military necessity.

**Compensation for Military Leave:** Except as provided below, eligible company employees who perform service in the uniformed services (as those terms are defined by the USERRA) will be placed on unpaid military leave status for all days that are engaged in such military service. Affected employees are not required to use annual leave in lieu of paid or unpaid military leave; however, they may elect to use accrued annual leave or earned comp time at their discretion.

**Health Insurance Benefits:** Per USERRA, company will at a minimum maintain health benefits and other benefits for the first 30 days of military leave as if the employee was actively employed. Employees on military leave of absence will be entitled to participate in any rights and benefits not based on seniority that are available to employees on non-military leaves of absence. Consequently, for the first 12 weeks of an approved unpaid military leave, upon request from the employee, the company will continue health benefits and other benefits as if the employee was actively employed. After the initial 12-week period, employees on military leave may continue their benefits, similar to COBRA, for a period of up to 18 months. The employee must pay his or her portion of any benefit premiums in order to keep the benefits active. If the employee does not return to work at the end of the military leave, the employee may be required to reimburse the company for the cost of the benefit premiums paid by the company for maintaining applicable coverage.

**Credit for Time Spent on Military Leave:** Time spent on eligible military leave counts as time served on the job for any calculation, determination or other decision that is dependent upon length of employment.

**Pension Benefits:** Time spent on military leave (paid or unpaid) is not considered a break in employment for pension benefit purposes. The returning service member who is eligible for reinstatement under USERRA has up to 3 times the length of military leave (up to a max of 5 years) to make the retirement contribution payments he or she would have made to establish retirement credit. USERRA does not permit double credit in two retirement systems for the same military leave. Therefore, the employee is not entitled to purchase credit in company if he/she receives credit in any other public retirement system, except federal social security system.

**Re-Employment Rights:** USERRA places a 5-year limit (with some exceptions) on the cumulative length of time a person may voluntarily serve in the military and remain eligible for re-employment rights. The USERRA reinstatement rights do not extend, however, to employees who are employed for brief, non-recurrent periods with no reasonable expectation that employment will continue indefinitely. Under certain circumstances employees that are eligible to be reinstated to their former position unless company establishes that the circumstances have so changed as

to make re-employment impossible or unreasonable. If on military leave for 90 days or less, eligible employees may be reinstated to their own position or a similar position of like seniority, status or pay. Upon return from military leave, employees must comply with the current provisions of the law in regards to notification of and time frame in which they must return to work. These limits are specified in 38 USC S4312 and vary depending on the length of service.

## **COBRA Insurance**

In certain situations, employees and their families are offered the opportunity for a temporary extension of health coverage at group rates where coverage under their plan would otherwise end. If you're an employee of the company otherwise covered by the plan, you have a right to choose this continuation coverage if you lose your group health coverage because of a reduction in your hours of employment, or the termination of your employment (for reasons other than gross misconduct on your part.) If you choose to continue coverage, you will be required to pay a monthly premium which will be indicated to you before you make your decision.

Spouses/Children: If you are the spouse or child of an employee covered by the plan, you have the right to choose continuation coverage for yourself if you lose group health coverage under the plan for any of the following 4 reasons: a. The death of the spouse/parent, b. Termination of the spouse/parent's employment (for reasons other than gross misconduct) or reduction in the spouse/parent's hours of employment, c. Divorce or legal separation, or d. Your spouse/parent becomes eligible for Medicare.

Qualifying Events: Each employee or family member has the responsibility to inform the plan administrator of a divorce, legal separation, or a child losing dependent status under the plan within 60 days of the event or the date on which coverage would be lost because of the event. The company has the responsibility to notify the plan administrator of the covered worker's death, termination, reduction in hours, or entitlement of Medicare.

Length of Coverage: If you do not choose continuation coverage, your group health insurance coverage will end. If you choose continuation coverage, the company is required to give you coverage which, as of the time coverage is being provided, is identical to the coverage provided under the plan to similarly situated employees or family members. The law requires that you be afforded the opportunity to maintain continuation coverage for 36 months unless you lost group health coverage because of a termination of employment, or reduction in hours. In that case, the required continuation coverage period is 18 months. If you become disabled as defined by the social security act at any time during the first 60 days of continuation coverage following termination or reduction in hours, the continuation coverage period is 29 months. In addition, family members of the disabled individual are entitled to the 29-month extended coverage period, whether or not they are disabled. Moreover, continuation coverage may be extended from 18 months to 36 months for those individuals who were qualified beneficiaries under the group health plan at the time of the original qualifying event, where a second qualifying event (death or divorce etc..) occurs during the original 18-month period.

An individual who receives the extended coverage period due to a disability must notify the plan administrator when it is determined that the individual is no longer disabled within the definitions of the social security act.

The law also states that your continuation coverage (18, 29, 36 months) may be cut short for any of the below reasons:

1. If the company no longer provides group health coverage to any of its employees

2. If the premium for your continuation coverage is not paid
3. If you become covered under another group health plan which covers your pre-existing condition
4. If you become eligible for Medicare
5. If you were divorced from a covered employee and subsequently remarry and are covered under your new spouse's group health plan.
6. If there is a final determination that you are no longer disabled (in the case of beneficiaries who qualified for an extra 11 months of continuation coverage based upon their disability.)

### **COBRA Insurance – Continued**

You do not have to show that you are insurable to choose continuation coverage. However, you may have to pay all or a part of the premium for your continuation coverage.

This notice is provided as a matter of information only. It does not, and is not intended to create any contractual, legal or other rights. Rather, your rights are only as expressly set forth in the plan and in federal/state law. The company reserves the right to amend and/or change the plan as permitted by the terms of the plan. In addition, a subsequent qualifying event and initial qualifying event can extend the period of coverage for qualified beneficiaries.

For further information about this law, contact your human resources representative.

### **Worker's Compensation Insurance**

In case of injury on the job or occupation disease, Holiday Market pays Workers' Compensation pursuant to state regulations. Workers' Compensation helps cover doctor bills and provides your family with a continuing income should you be temporarily or permanently disabled.

You are required to promptly report any accident, injury or illness occurring while you are at work to your manager no matter how trivial you think it may be. This is essential. If you do not report an accident, injury or illness, you may forfeit some or all of your state compensation benefits.

*Welcome*

*To*

# *Holiday Market*

