

# Forked River Butcher Shop

# **German Butcher Employee Handbook**

March 30, 2023

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# **Core Policies**

# 1.0 Welcome

# 1.1 A Welcome Policy

Welcome! You have just joined a dedicated organization. We hope that your employment with the Forked River Butcher Shop will be rewarding and challenging. We take pride in our team members as well as in the products and services we provide.

The Company complies with all federal and state employment laws, and this handbook generally reflects those laws. The Company also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

The employment policies and/or benefits summaries in this handbook are written for all team members. When questions arise concerning the interpretation of these policies as they relate to team members who are covered by a collective-bargaining agreement, the answers will be determined by reference to the actual union contract, rather than the summaries contained in this handbook.

Please take the time now to read this handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The Company reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the work place.

If you have questions about your employment or any provisions in this handbook, contact Heidi Daly.

We wish you success in your employment here at the Forked River Butcher Shop!

All the best,

Heidi Daly & Andrew Barsch, Owners Forked River Butcher Shop

# 1.2 At-Will Employment

Your employment with Forked River Butcher Shop is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the Company at any time, with or without notice and with or without cause.

Nothing in this handbook or any other Company document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the Owners has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the Owners.

If a written contract between you and the Company is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

# 2.0 Introductory Language and Policies

# 2.1 About the Company

The German Butcher began over a century ago in the small town of Oranienburg, Germany. The business was brought to America in 1969. Three generations have learned the trade of making homemade products like frankfurters, lunchmeats, kielbasa, bologna, sausages & bratwursts.

Today, the shop still has its traditional butcher and deli as well as an eatery, hot food bar, imported German & Italian goods, fresh baked bread, coffee bar and bakery.

The core values of The German Butcher Shop are to always put quality and customer service first and to maintain a "hometown" feel. We continue to innovate and make new products to excite our ever growing customer base. We strive to offer excellent customer service and provide a safe and enjoyable working environment for all team members.

#### 2.2 Ethics Code

Forked River Butcher Shop will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and team members are expected to adhere to high standards of business and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to the Company.

We expect that officers, directors, and team members will not knowingly misrepresent the Company and will not speak on behalf of the Company unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about the Company or operations, or that of our customers or partners, is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to privacy).

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

# 2.3 Mission Statement

To offer unparralleled, quality products and customer service and to serve as an integral part of our local community.

#### 2.4 Our Organization

We have several departments throughout the store. Bologna Room, Kitchen, Butcher Room, Front of House, Maintenance and Head Management.

The Bologna Room functions as a processing center and produces most of the homemade coldcuts, sausages/wursts and other processed meat products. There is one head manager in this department (currently Andrew Barsch.).

The Kitchen functions as the main source of catering items as well as cold re-heatable items and desserts sold throughout the store. There are two managers (currently Luis C. and Valentin B.) who oversee these items.

The Butcher Room produces the majority of the fresh meat cuts for both customers and processing rooms alike. There is one head manager of this department (currently Eric J.).

The Front of House handles all points of customer service interations which may include: baristas, bakery attendants, cashiers, servers, order takers and fillers, and lunch/breakfast stations. There is one head manager (currently Ed B.) and three assistant managers (currently Donnell D., Joe D. and Lee W.) of this department.

The Maintenance department encompasses after hour cleaners, dishwashers, and lock up attendants. Maintenance is overseen by Head Management.

Scheduling is currently overseen by Edward B.

The Head Managament in charge of all departments are Heidi and Andrew.

# 2.5 General Hygiene and Cleanliness Rules

- 1. All employees must wash hands before beginning work and after each use of the toilet.
- 2. Wash hands often with soap and water for at least 30 seconds.
- 3. Employees who wait on customers are required to wear their store issued t-shirt, safe, non-slip shoes, and pants or slacks that go down to the shoe. We are not responsible for damage to clothing or shoes, so please do not wear your best, most expensive items. We do provide you with aprons to reduce exposure.
- 4. Long hair must be secured. If we feel that your hair may be a health department issue, we reserve the right to ask you to tie it back or wear a hair net.
- 5. Beards must be short enough not to be grabbed and pulled. If longer, a beard guard must be worn.
- 6. When handling food, gloves must be worn.
- 7. Gloves must be changed & hands must be washed after handling raw poultry, beef and pork.
- 8. Please do not chew gum while waiting on customers.
- 9. If you are eating, you must go behind the wall or out of the view of customers.
- 10. When waiting on customers, all employees must clean up after themselves.
- 11. When a spoon is not present, do not scoop ready meals or salads with your hands. Go find a spoon.
- 12. Please try to use care when scooping. (For example, do not spill francaise sauce all over the case or drop pieces of fruit into the chicken salad; if you do, please clean up after yourself.)
- 13. If you reach the end of a cold cut or cheese, do not leave these items on the counter or slicer, place them in the appropriate bags.
- 14. If you miss the trash can or drop your garbage, pick it up.
- 15. If the trash can is full, please replace the bag.
- 16. During times where there is very few or no customers please clean and stock.
- 17. When coughing and/or sneezing (ADVICE FROM CDC):
  - 1. Please cover your mouth and nose with a tissue. Place the used tissue in the trash and wash your hands.
  - 2. If a tissue is not available, please sneeze into your upper sleeves or elbows, not in your hands. Wash your hands.
  - 3. You may be asked to leave work or wear a facemask if your cough/sneeze is excessive.
  - 4. If you are wearing gloves when you cough or sneeze, change them.

# 2.6 Customer/Employee interactions

1.

<u>Customers are a top priority.</u> When entering the store, each customer should be greeted properly and asked if they need assistance. If you are cleaning or stocking, you must stop what you are

doing and help the customers. <u>Unless you are specifically told by a manager, you must wait on</u> customers over any other task!

- 2. All customers and fellow employees are to be treated with the upmost respect and courtesy.
  - 1. We will not tolerate poor or nasty attitudes with customers or fellow employees. Complaints filed against you will result in a write up.
  - 2. If a customer does the wrong thing (i.e. starts with chicken or orders meats and then salads; whether they are wandering, talking to other customers or just unsure of what they want to buy) be flexible with them. You are not to give them attitude or speak down to them regarding rules in the store. Your job description includes being pleasant and patient with customers of all kinds.
  - 3. Customers are always right except when ... If you ever feel that a customer has crossed a line in any way:
    - 1. please excuse yourself as politely as possible,
    - 2. ask a fellow employee or manager to take over for you
    - 3. seek out a manager and explain the situation
- 3. All employees must use <u>appropriate language</u> <u>and conduct</u> in front of customers and with fellow employees.
- 4. Co-worker relationships are important. We are happy to allow conversation to occur when it does not interfere with customer service. Please be aware of your surroundings and the volume level of your conversation. A customer's perception of us is important. Make sure they are aware that they are your top priority.
- 5. Do not assume customers are being helped. Always ask!!
- 6. If you have a customer but notice that another person is not being attended, ask a coworker for help.
- 7. When waiting on customers, introduce yourself before you begin helping them.
  - Example: "Hi my name is \_\_\_\_\_, how may I help you today?"
- 8. At the end of each customer, give the customer the option to go over all items in their basket before bringing it to the register. We are trying to stop items from being left out on the counter.
  - 1. Example: "Would you like me to go over everything in your basket to assure nothing was left out?"... "You have chicken salad, 2 packs of sirloin, American cheese...etc"
- 9. Cashiers Ask the customer if their server went over the items in their basket. If not, offer to go over the items again with them.

# 2.7 Revisions to Handbook

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including the Forked River Butcher Shop policies and procedures. The handbook is not a contract. The Company reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting on company bulletin boards.

# 3.0 Hiring and Orientation Policies

# 3.1 Conflicts of Interest

Forked River Butcher Shop is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor to the Company, you must disclose it to your Managers. If an actual or potential conflict of interest is determined to exist, the Company will take such steps as it deems necessary to reduce or eliminate this conflict.

# 3.2 Employment Authorization Verification

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with Forked River Butcher Shop. If you are currently employed and have not complied with this requirement or if your status has changed, inform your Managers.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Company.

# 3.3 New Hires and Introductory Periods

The first 90 days of your employment is considered an introductory period. During this period, you will become familiar with Forked River Butcher Shop and your job responsibilities, and we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the at-will employment relationship.

# 3.4 Posting of Openings

Forked River Butcher Shop desires to promote qualified team members from within where it believes that is possible, consistent with the need to assure that all positions are staffed by highly competent individuals. New job openings generally will be posted on the bulletin board, as well as on our scheduling site (currently 7Shifts).

# 3.5 Training Program

In most cases, and for most departments, training team members is done on an individual basis by the department manager and senior staff. Even if you have had previous experience in the specified functions of your job duties, it is necessary for you to learn our specific procedures, as well as the responsibilities of the specific position. If you ever feel you require additional training, consult your Managers.

# 4.0 Wage and Hour Policies

#### 4.1 Attendance

If you know ahead of time that you will be absent or late, provide reasonable advance notice to your Managers. You may be required to provide documentation of any medical or other excuse for being absent or late where permitted by applicable law.

Forked River Butcher Shop reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences where permitted by applicable law. Absences resulting from approved leave, vacation, or legal requirements are exceptions to the policy.

# 4.2 Direct Deposit

Forked River Butcher Shop encourages all team members to enroll in direct deposit. If you would like to take advantage of direct deposit, ask Heidi for an application form. Typically, the bank will begin the direct deposit of your payroll within 30 calendar days after you submit your completed application.

If you have selected the direct deposit payroll service, a written explanation of your deductions will be provided to you on paydays in lieu of a check. You can access this document through the Paychex Flex portal or by asking Heidi to print it out for you.

# 4.3 Employment Classifications

The Company designates all employees as either exempt or nonexempt in compliance with applicable federal, state, and local law:

- **Exempt Employees.** Exempt employees are generally paid a fixed salary and are not entitled to overtime pay.
- Nonexempt Employees. Nonexempt employees are entitled to minimum wage and overtime pay.

The Company also assigns each employee to one of the following categories:

- **Regular Full-Time Employees.** Regular full-time employees are normally scheduled to work at least 30 hours per workweek, except for approved time off.
- **Regular Part-Time Employees.** Regular part-time employees are normally scheduled to work less than 30 hours per workweek.
- **Temporary/Seasonal Employees.** Temporary employees are generally hired on a temporary or project-specific basis, with either full- or part-time hours. Seasonal employees are hired on a temporary basis during a time of year when extra work is available.

You will be informed of your classification, status, and responsibilities at the time of hire and at any time your classification, status, or responsibilities change. If you have a question regarding this information, contact Heidi or Matt. These classifications do not alter your employment at-will status.

# 4.4 Introduction to Wage and Hour Policies

At Forked River Butcher Shop, pay depends on a wide range of factors, including pay scale surveys, individual effort, profits, and market forces. If you have any questions about your compensation, including matters such as paid time off, commissions, overtime, benefits, or paycheck deductions, speak with your Managers.

#### 4.5 Job Abandonment

If you fail to show up for work or fail to call in with an acceptable reason for the absence you will be considered to have abandoned your job and voluntarily resigned from Forked River Butcher Shop.

#### 4.6 Paycheck Deductions

Forked River Butcher Shop is required by law to make certain deductions from your pay each pay period, including deductions for federal income tax, Social Security and Medicare (FICA) taxes, state income taxes, state unemployment taxes, state disability insurance taxes, etc., and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. Permissible deductions for exempt team members may also include, but are not limited to, deductions for full-day absences for reasons other than sickness or disability and certain disciplinary suspensions. You may also authorize certain voluntary deductions from your paycheck where permissible under state law. Your deductions will be reflected in your wage statement. If you have any questions about deductions from your pay, contact your Heidi.

The Company will not make deductions to your pay that are prohibited by federal, state, or local law. Review your paycheck for errors each pay period and immediately report any discrepancies to your Managers.

You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

The Company will not retaliate against employees who report erroneous deductions in accordance with this policy.

# 4.7 Posting of Work Schedules

All work schedules will be posted on the app "7Shifts". Please apply for access upon start of employment. You will also recieve periodic announcements through the app.

# 4.8 Workday/Workweek

Forked River Butcher Shop's workweek runs from Thursday to Wednesday. The workday begins at 4 am and ends at 10 pm. Employees may be required to come in early, work late, or work overtime from time to time, depending on various factors, such as workloads, staffing needs, and special projects.

# 5.0 Performance, Discipline, Layoff, and Termination

# 5.1 Criminal Activity/Arrests

Forked River Butcher Shop will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by the Company, whether on or off Company property, may result in disciplinary action including suspension or termination of employment.

You are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled may lead to disciplinary action, up to and including termination of employment, for violation of an attendance policy or job abandonment.

#### 5.2 Exit Interview

You may be asked to participate in an exit interview when you leave Forked River Butcher Shop. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist the Company in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

# 5.3 Open Door/Conflict Resolution Process

Forked River Butcher Shop strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the work place to the attention of your Managers and, if necessary, to Heidi or Andrew. To help manage conflict resolution we have instituted the following problem solving procedure:

If you believe there is inappropriate conduct or activity on the part of the Company, management, its team members, vendors, customers, or any other persons or entities related to the Company, bring your concerns to the attention of your Managers at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate Managers. If you have already brought this matter to the attention of your Managers before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to Heidi or Andrew. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

# 5.4 Pay Raises

Depending on financial health and other Company factors, efforts will be made to give pay raises consistent with Forked River Butcher Shop profitability, job performance, and the consumer price index. The Company may also make individual pay raises based on merit or due to a change of job position.

# 5.5 Performance Improvement

Forked River Butcher Shop will make efforts to periodically review your work performance. You may specifically request that your Managers assist you in developing a performance improvement plan at any time.

The performance improvement process is a means for increasing the quality and value of your work performance. Your initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that a positive job performance review does not guarantee a pay raise or continued employment. Pay raises and promotions are based on numerous factors, only one of which is job performance.

# 5.6 Post-Employment References

Forked River Butcher Shop policy is to confirm dates of employment and job title only. With written authorization, the Company will confirm compensation. Forward any requests for employment verification to Heidi.

# 5.7 Promotions

To match you with the job for which you are best suited and to meet the business needs of Forked River Butcher Shop, you may be transferred from your current job. It is our policy to promote from within only when the most qualified candidate is available. Promotions are made on an equal opportunity basis according to team members possessing the needed skills, education, experience, and other qualifications that are required for the job.

# 5.8 Resignation Policy

Forked River Butcher Shop hopes that your employment with the Company will be a mutually rewarding experience; however, the Company acknowledges that varying circumstances can cause you to resign employment. The Company intends to handle any resignation in a professional manner with minimal disruption to the workplace.

#### Notice

The Company requests that you provide a minimum of two weeks notice of your resignation. If you are a Managers, you are requested to provide a minimum of four weeks notice. If you provide less notice than requested, the Company may deem you to be ineligible for rehire, depending on the circumstances of the notice given.

Unused PTO will not be able to be used after notice is given.

#### Final Pay

The Company will pay separated team members in accordance with applicable laws and other sections of this handbook.

Notify the Company if your address changes during the calendar year in which resignation occurs to ensure tax information is sent to the correct address.

#### 5.9 Standards of Conduct

Forked River Butcher Shop wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our team members, clients, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge team members for any reason permitted by law.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on Company property (including in Company vehicles), or on Company business.
- Inaccurate reporting of the hours worked by you or any other team members.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the Company or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
- Taking or destroying Company property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or customer.
- Disclosure of Company trade secrets and proprietary and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the Company or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Smoking in nondesignated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on Company premises during working hours.
- Failure to dress according to Company policy.
- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
- Engaging in outside employment that interferes with your ability to perform your job at this Company.
- Lending keys or keycards to Company property to unauthorized persons.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

# 5.10 Transfers

Forked River Butcher Shop may transfer your employment from one position to another with or without notice, as required by production or service needs, or upon request by you and with management approval. Transfers in excess of 90 days may be considered final and your paycheck may be increased or decreased consistent with the pay scale for your new position.

# 5.11 Workforce Reductions (Layoffs)

If necessary based upon business needs, Forked River Butcher Shop management may decide to implement a reduction in force (RIF). We acknowledge that RIFs can be a trying experience for all involved, and the Company will make its best effort to make sound business decisions while acknowledging the needs of its workforce.

# 6.0 General Policies

### 6.1 Bulletin Boards

Forked River Butcher Shop maintains a bulletin board located behind the wall in main service area for providing team members with official Company notices, including wage and hour laws, changes in policies, and other employment-related notices. At times the Company may also post information of general interest to team members on the bulletin board (as well as through 7 shifts announcements). **You are responsible for being informed about this material by periodically reviewing the bulletin board as well as 7shifts.** Only authorized personnel may add and remove notices from the bulletin board.

# 6.2 Employer Sponsored Social Events

Forked River Butcher Shop holds periodic social events for team members. Be advised that your attendance at these events is voluntary and does not constitute part of your work-related duties. Any exceptions to this policy must be in writing and signed by a Managers prior to the event.

Alcoholic beverages may be available at these events. If you choose to drink alcoholic beverages, you must do so in a responsible manner. Do not drink and drive. Instead, please call a taxi or appoint a designated driver.

# 6.3 Personal Appearance

Your personal appearance reflects on the reputation, integrity, and public image of Forked River Butcher Shop. All team members are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. This may include wearing uniforms or protective safety clothing and equipment, depending upon the job. Use common sense and good judgment in determining what to wear to work.

Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies.

The Company, in accordance with applicable law, will reasonably accommodate team members with disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the Company. Contact your Managers to request a reasonable accommodation.

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

#### 6.4 Personal Cell Phone/Mobile Device Use

While Forked River Butcher Shop permits team members to bring personal cell phones and other mobile devices (i.e. smart phones, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss

of productivity. Thus, you should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. Outside of nonworking time, use of such devices should be minimal and limited to emergency use only. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions on Company property unless authorized in advance by management or when they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

You are expected to comply with Company policies regarding the protection of confidential and proprietary information when using personal devices.

While operating a vehicle on work time, the Company requires that the driver's personal cell phone/mobile device be turned off. If you need to make or receive a phone call while driving, pull off the road to a safe location unless you have the correct hands-free equipment for the device that is in compliance with applicable state laws.

Nothing in this policy is intended to prevent team members from engaging in protected concerted activity under the NLRA.

You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

# 6.5 Personal Data Changes

It is your obligation to provide Forked River Butcher Shop with your current contact information, including current mailing address and telephone number. You should also inform the Company of any changes to your tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact Heidi.

### 6.6 Social Media

At Forked River Butcher Shop, we recognize the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, use of social media also presents certain risks and carries with it certain responsibilities. To minimize risks to the Company, you are expected to follow our guidelines for appropriate use of social media.

This policy applies to all team members who work for the Company.

# **Guidelines**

For purposes of this policy, **social media** includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with the Company, as well as any other form of electronic communication.

Company principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, manager, owner, or team members of the Company.

# Know and Follow the Rules

Ensure your postings are consistent with these guidelines. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

#### Be Respectful

The Company cannot force or mandate respectful and courteous activity by team members on social media during nonworking time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or Company policy. Your personal posts and social media activity should not reflect upon or refer to the Company.

# Maintain Accuracy and Confidentiality

#### When posting information:

- Maintain the confidentiality of trade secrets, intellectual property, and confidential commerciallysensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company.
- Do not create a link from your personal blog, website, or other social networking site to a Company website that identifies you as speaking on behalf of the Company.
- Never represent yourself as a spokesperson for the Company. If the Company is a subject of the
  content you are creating, do not represent yourself as speaking on behalf of the Company. Make it
  clear in your social media activity that you are speaking on your own behalf.
- Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

#### Using Social Media at Work

Do not use social media while on your work time, unless it is work related as authorized by your manager or consistent with policies that cover equipment owned by the Company.

# Media Contacts

If you are not authorized to speak on behalf of the Company, do not speak to the media on behalf of the Company. Direct all media inquiries for official Company responses to Human Resources.

#### Retaliation and Your Rights

Retaliation or any other negative action is prohibited against anyone who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Those who retaliate against others for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Nothing in this policy is designed to interfere with, restrain, or prevent team members from communications regarding wages, hours, or other terms and conditions of employment, or to restrain team members in exercising any other right protected by law. All team members have the right to engage in or refrain from such activities.

# 6.7 Suggestion Policy

At Forked River Butcher Shop, we welcome suggestions for continued improvement and welcome your ideas for better ways to do your job, produce or sell the products or services of our Company, or meet customer and client needs. Discuss your ideas with your Managers or another member of the management team.

We also encourage you to offer any suggestions derived from seminars, magazines, or other outside sources of information you believe would add value to the Company.

Understand that any suggestions, innovations, inventions, or other matter created by you on work time or with Company tools or property are considered to be the property of the Company.

# 7.0 Benefits

#### 7.1 Health Insurance

Forked River Butcher Shop Inc offers group health insurance benefits to all eligible full-time employees (30 hours per week) who have completed (90) days of employment and their eligible dependents. Health plan benefits are described in detail in the Summary Plan Description (SPD), which may be obtained from Heidi.

Your group health benefits are paid in part by the Company. The remainder of the costs are paid by you through deductions from your paycheck.

Benefits may be canceled or changed at the discretion of the Company, unless otherwise prohibited by law.

If you or a dependent become ineligible for benefits due to a change in work hours or through a life event, or you leave employment with us, you may have the right to continue your health benefits under federal or state law (COBRA). In such event, the Company will provide you with information about your rights to continue your benefits coverage.

#### 7.2 Bereavement Leave

Forked River Butcher Shop recognizes the importance of taking leave when there is a death in the family. Where bereavement leave is not required by law, the Company will provide bereavement leave as follows:

Full-time employees [who have completed 1 full year of service] are eligible for 3 days paid bereavement leave for the death of an immediate family member.

Part-time employees [who have completed 1 full year of service] are eligible for 3 days of paid bereavement leave for the death of an immediate family member that are equal to the number of hours they are regularly scheduled to during that time period.

You may use accrued but unused paid time off if additional time is needed. Additional unpaid time off may be granted at the discretion of the Company on a case-by-case basis.

For purposes of this policy, *immediate family member* includes the following and applies both to the family of the employee and the employee's spouse: child (including foster child and stepchild), spouse, sister, brother, parents (including foster parents and stepparents), grandparents and grandchildren.

You must provide notice of your need for bereavement leave as far in advance as possible. The Company may require documentation supporting your need for bereavement leave.

# 7.3 Paid Time Off (PTO)

Forked River Butcher Shop provides full time employees (30+ hours/week) team members with paid time off (PTO). PTO may be used for vacation, sick time, or other personal matters.

### **Eligibility**

All team members are eligible to receive PTO immediately upon hire on an accrual basis.

#### Deposits Into Your Leave Account

PTO rules are calculated according to your work anniversary year but are depleted based on calendar year.

The amount of PTO received each year is based on your length of service.

 Second, third & fourth year of employment (Full Time Employees who work over 30 hours per week): 40 hours annually. • Fifth year of employment & on (Full Time Employees who work over 30 hours per week): 80 hours annually (for those that average 40+ hours /week) 60 hours annually (for those who average 30-35 hours per week).

PTO may be used for approved absences, sick time, or other personal matters. **PTO cannot be paid out in addition to regular hours worked.** 

# Leave Usage and Requests for Leave

Company encourages you to use your PTO time. You are eligible to begin using PTO as it is accrued.

You must request PTO to be paid on your check from HEIDI as far in advance as possible, but at least by Wednesday night for that week's payroll (which is normally processed on Thursday Morning).

Requests for PTO to be added to your check can be texted to Heidi at 609-290-4047 or fill out PTO form.

The Company will generally grant requests for PTO when possible, taking business needs into consideration. When multiple team members request the same time off, their length of employment/seniority may determine priority in scheduling PTO times. It is advised that you do not wait until the very end of the year or fall to start using your PTO. As the holidays arrive and the schedule demands, PTO may not be granted if too many requests overlap with one another.

#### Carryover

The Forked River Butcher Shop does not pay out or rollover unused PTO at the end of the calendar year.

# Separation of Employment

Upon separation of employment for any reason, you will forfeit any earned but unused PTO.

#### 7.4 Dental Insurance

All regular full-time team members who have completed the plan's defined waiting period at Forked River Butcher Shop are eligible for the Company dental plan. Dental plan benefits are described in detail in the Summary Plan Description (SPD).

# 7.5 Sick Pay

Employees accrue 1 hour of earned sick leave for every 30 hours worked (immeadiately upon hire), up to a maximum of 40 hours of leave per benefit year. Sick pay will roll over after the calendar year, however a maximum of 40 hours may be redeemed during the year.

Sick pay will be granted for:

- Personal Illness
- To care for their own, or a family member's, physical or mental health or injury.
- To address domestic or sexual violence.
- To attend a child's school-related meeting, conference, or event.
- To take care of children when school or child care is closed due to an epidemic or public health emergency.

Sick pay will not automatically be applied for call outs or time requested off. It is the responsibility of the team member to reach out to Heidi so that the Sick Pay will be issued on your check. The request can be through text message, phone call (609-290-4047) or prior written request placed in the drop safe.

#### 7.6 SIMPLE IRA

SIMPLE IRA – (Savings Incentive Match Plan for Employees Individual Retirement Account) - is a type of tax-deferred employer-provided retirement plan in the United States that allows employees to set aside money and invest it to grow for retirement.

- 1. Any employee (full or part time) who has worked for a period of 6 months or more at The Forked River Butcher Shop is eligible for our SIMPLE IRA with Merrill Lynch.
- 2. The Forked River Butcher Shop will match an employee's elected deferrals on a dollar-for-dollar basis up to 3% (not over 3%) of the employee's compensation.
- a. Example John Doe contributes \$20 per week (deducted from his check) to his SIMPLE IRA. In gross wages he earns \$500 for that week. His employer will contribute  $$500 \times 3\% = $15$  that week into his account.
- 3. SIMPLE IRA contributions and earnings can be withdrawn at any time. However, a withdrawal is taxable in the year received. If a participant makes a withdrawal before age 59-1/2, a 10% early-withdrawal penalty generally also applies. If this withdrawal occurs within the first two years of participation, the 10% penalty is increased to 25%.
- 4. SIMPLE contributions and earnings must eventually be distributed. Beginning at age 70-1/2, required minimum distributions must be taken annually, as with traditional IRAs. Loans from SIMPLE IRAs are *not* allowed.
- 5. Employees may elect to terminate their salary reduction contributions to a SIMPLE IRA plan at any time.
- 6. Your contributions plus the 3% match will be sent to Merrill Lynch on a monthly basis; Merrill Lynch will manage the funds. Employees can move their SIMPLE IRA assets from one SIMPLE IRA to another. SIMPLE IRA plan contributions can be invested in individual stocks, mutual funds, and similar types of investments. Each employee makes the investment decisions for his or her own account. Please contact your Merrill Lynch advisor to make changes or to ask guestions about your account.
- 7. Your weekly paycheck will show you your deduction and the amount contributed to your account for that particular check as well as the year to date contributions.

# 7.7 Employee Food Discounts

#### **EMPLOYEE DISCOUNTS**

- 1. All employees will receive an employee discount of 20% on their food purchases.
- 2. Your immediate (and only immediate) family members are also eligible for this discount. Family members include spouse, mother, father, sister, brother, son, daughter. Please do not approach us to extend this discount to your other family members and friends.
- 3. The family discount will not be allowed on items purchased in bulk.

# Side Note:

- A. When assembling your own personal order, you must choose a time that is not busy.
- B. When putting a single item or a whole order in the walk-in to hold for later, you MUST put your name on it. Too many things are put aside and never taken home, causing them to spoil in the cool box.

#### 7.8 COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible Forked River Butcher Shop team members and their beneficiaries to continue health insurance coverage under the Company health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

Contact Heidi to learn more about your COBRA rights.

# 7.9 Family and Medical Leave (FMLA)

In accordance with the Family and Medical Leave Act of 1993 (FMLA), Forked River Butcher Shop provides up to 12 or 26 weeks of unpaid, job-protected leave in a 12-month period to covered employees in certain circumstances.

# **Eligibility**

To qualify for FMLA leave, you must:

- 1. Have worked for the Company for at least 12 months, although it need not be consecutive;
- 2. Worked at least 1,250 hours in the last 12 months; and
- 3. Be employed at a worksite that has 50 or more employees within 75 miles.

#### Reasons for Leave

You may take up to 12 weeks of unpaid FMLA leave in a 12-month period for any of the following reasons:

- The birth of a child and in order to care for that child (leave must be completed within one year of the child's birth);
- The placement of a child with you for adoption or foster care and in order to care for the newly placed child (leave must be completed within one year of the child's placement);
- To care for a spouse, child, or parent with a serious health condition;
- To care for your own serious health condition, which makes you unable to perform any of the essential functions of your position; or
- A qualifying exigency of a spouse, child, or parent who is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty).

The 12-month period is a **12-month period measured forward**.

You may take up to 26 weeks of unpaid FMLA leave in a single 12-month period, beginning on the first day that you take FMLA leave to care for a spouse, child, or next of kin who is a covered service member and who has a serious injury or illness related to active duty service.

As used in this policy:

- **Spouse** means a husband or wife as recognized under state law for the purposes of marriage in the state or other territory or country where the marriage took place.
- **Child** means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability at the time FMLA leave is to commence. A child for the purposes of military exigency or military care leave can be of any age.
- Parent means a biological, adoptive, step, or foster parent or any other individual who stood in loco
  parentis to you when you were a child.
- Next of kin for the purposes of military care leave is a blood relative other than a spouse, parent, or
  child in the following order: brothers and sisters, grandparents, aunts and uncles, and first cousins.
   If a military service member designates in writing another blood relative as his or her caregiver, that

individual will be the only next of kin. In appropriate circumstances, you may be required to provide documentation of next of kin status.

- **Serious health condition** means an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. Ordinarily, unless complications arise, cosmetic treatments and minor conditions such as the cold, flu, ear aches, upset stomach, minor ulcers, headaches (other than migraines), and routine dental problems are examples of conditions that are not serious health conditions under this policy. If you have any questions about the types of conditions that may qualify, contact Human Resources.
- Health care provider means a medical doctor or doctor of osteopathy, physician assistant,
  podiatrist, dentist, clinical psychologist, optometrist, nurse practitioner, nurse-midwife, clinical social
  worker, or Christian Science practitioner licensed by the First Church of Christ. Under limited
  circumstances, a chiropractor or other provider recognized by our group health plan for the
  purposes of certifying a claim for benefits may also be considered a health care provider.
- Qualifying exigencies for military exigency leave include:
- Short-notice call-ups/deployments of seven days or less (**Note:** Leave for this exigency is available for up to seven days beginning the date of call-up notice);
- Attending official ceremonies, programs, or military events;
- Special childcare needs created by a military call-up including making alternative childcare arrangements, handling urgent and nonroutine childcare situations, arranging for school transfers, or attending school or daycare meetings;
- Making financial and legal arrangements;
- Attending counseling sessions for yourself, the military service member, or the military service members' son or daughter who is under 18 years of age or is 18 or older but incapable of self-care because of a mental or physical disability:
- Rest and recuperation (Note: Fifteen days of leave is available for this exigency per event);
- Post-deployment activities such as arrival ceremonies, re-integration briefings, and other official
  ceremonies sponsored by the military (Note: Leave for these events are available for 90 days
  following the termination of active duty status). This type of leave may also be taken to address
  circumstances arising from the death of a covered military member while on active duty;
- Parental care when the military family member is needed to care for a parent who is incapable of self-care (such as arranging for alternative care or transfer to a care facility); and
- Other exigencies that arise that are agreed to by both the Company and you.
- A **serious injury/illness** incurred by a service member in the line of active duty or that is exacerbated by active duty is any injury or illness that renders the service member unfit to perform the duties of his or her office, grade, rank, or rating.

# Notice and Leave Request Process

If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, you must give at least 30 days' notice. If 30 days' notice is not possible, give notice as soon as practicable (within one or two business days of learning of your need for leave). Failure to provide appropriate notice may result in the delay or denial of leave.

In addition, if you are seeking intermittent or reduced schedule leave that is foreseeable due to planned medical treatment or a series of treatments for yourself, a family member, or covered service member, you must consult with the Company first regarding the dates of this treatment to work out a schedule that best suits your needs or the needs of the covered military member, if applicable, and the Company.

If the need for leave is unforeseeable, provide notice as soon as possible. Normal call-in procedures apply to all absences from work, including those for which leave under this policy may be requested. Failure to provide appropriate notice may result in the delay or denial of leave.

#### Certification of Need for Leave

If you are requesting leave because of your own or a covered relative's serious health condition, you and the relevant health care provider must supply appropriate medical certification. You may obtain Medical Certification forms from Heidi. When you request leave, the Company will notify you of the requirement for medical certification and when it is due (at least 15 days after you request leave). If you provide at least 30

days' notice of medical leave, you should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of FMLA-covered leave until it is provided.

At our expense, the Company may require an examination by a second health care provider designated by us. If the second health care provider's opinion conflicts with the original medical certification, we, at our expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. Subsequent medical recertification may also be required. Failure to provide requested certification within 15 days, when practicable, may result in delay of further leave until it is provided.

The Company also reserves the right to require certification from a covered military member's health care provider if you are requesting military caregiver leave and certification in connection with military exigency leave.

# Call-In Procedures

In all instances of absence, the call-in procedures and standards established for giving notice of absence from work must be followed.

#### Paid Leave Utilization During FMLA Leave

FMLA leave is unpaid; however, you may substitute any accrued and unused paid leave (e.g. paid time off) for unpaid FMLA leave as permitted by law.

Your FMLA leave runs concurrently with other types of leave, such as accrued paid leave that is substituted for unpaid FMLA leave and any state family leave laws, to the extent allowed by state law. The substitution of paid leave for unpaid FMLA leave does not extend the 12 or 26 weeks (whichever is applicable) of FMLA leave. In addition, the substitution of paid leave for unpaid leave may not result in your receipt of more than 100 percent of your salary.

If you are receiving short- or long-term disability or workers' compensation benefits during a personal medical leave, you will not be required to utilize accrued paid leave. However, where state law permits, you may elect to use accrued paid leave to supplement these benefits.

#### Leave Increments

#### Intermittent Leave

If medically necessary, FMLA leave for a serious health condition may be taken intermittently (in separate blocks of time due to a serious health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday). FMLA leave may also be taken intermittently or on a reduced leave schedule for a qualifying exigency relating to covered military service.

As FMLA leave is unpaid, the Company will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave that is foreseeable due to planned medical treatments, the Company may temporarily transfer you to an available alternative position that better accommodates your leave schedule and has equivalent pay and benefits.

#### Parental Leave

Leave for the birth or placement of a child must be taken in a single block and cannot be taken on an intermittent or reduced schedule basis. Parental leave must be completed within 12 months of the birth or placement of the child; however, you may use parental leave before the placement of an adopted or foster child to consult with attorneys, appear in court, attend counseling sessions, etc.

# Family Care, Personal Medical, Military Exigency, and Military Care Leave

Leave taken for these reasons may be taken in a block or blocks of time. In addition, if a health care provider deems it necessary or if the nature of a qualifying exigency requires, leave for these reasons can be taken on an intermittent or reduced-schedule basis.

# Fitness for Duty Requirements

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required, as are all employees returning from other types of medical leave, to provide medical certification that you are fit to resume work. You will not be permitted to resume work until it is provided.

#### Health Insurance

Your health insurance coverage will be maintained by the Company during leave on the same basis as if you were still working. You must continue to make timely payments of your share of the premiums for such coverage. Failure to pay premiums within 30 days of when they are due may result in a lapse of coverage. If this occurs, you will be notified 15 days before the date coverage will lapse that coverage will terminate unless payments are promptly made.

Alternatively, at our option, the Company may pay your share of the premiums during the leave and recover the costs of this insurance upon your return to work. Coverage that lapses due to nonpayment of premiums will be reinstated immediately upon return to work without a waiting period. Under most circumstances, if you do not return to work at the end of leave, the Company may require reimbursement for the health insurance premiums paid during the leave.

#### Reinstatement

Upon returning to work at the end of leave, you will generally be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken.

# Spouse Aggregation

If you and your spouse are both employed by the Company, the total number of weeks to which you are both entitled in the aggregate because of the birth or placement of a child or to care for a parent with a serious health condition will be limited to 12 weeks per leave year. Similarly, spouses employed by the Company will be limited to a combined total of 26 weeks of leave to care for a military service member. This 26-week leave period will be reduced, however, by the amount of leave taken for other qualifying FMLA events. This type of leave aggregation does not apply to leave needed for your own serious health condition, to care for a spouse or child with a serious health condition, or because of a qualifying exigency.

#### Failure to Return

If you fail to return to work or fail to make a request for an extension of leave prior to the expiration of the leave, you will be deemed to have voluntarily terminated your employment. The Company is not required to grant requests for open-ended leaves with no reasonable return date under these policies or as disability accommodations.

#### Alternative Employment

While on leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the Company. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

# Interaction with State and Local Laws

Where state or local family and medical leave laws offer more protections or benefits to employees, the protections or benefits that are more favorable to the employee, as provided by these laws, will apply.

#### Abuse of Leave

If you are found to have provided a false reason for a leave, you will be subject to disciplinary action up to and including termination.

#### Designation of Leave

If the Company becomes aware of any qualifying reason for FMLA leave, the Company will designate it as such. An employee may not refuse FMLA designation under this policy.

#### Retaliation

The Company will not retaliate against team members who request or take leave in accordance with this policy.

# 7.10 Military Leave (USERRA)

Forked River Butcher Shop complies with applicable federal and state law regarding military leave and reemployment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state law. You must submit documentation of the need for leave to Heidi. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your Managers of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact Heidi.

#### 7.11 Vision Care Insurance

All eligible team members who have completed the plan's defined waiting period at Forked River Butcher Shop are eligible for the Company vision care plan. Vision care plan benefits are described in detail in the Summary Plan Description (SPD).

# 7.12 Workers' Compensation Insurance

Workers' compensation is a no-fault system designed to provide benefits to all team members for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job while working at Forked River Butcher Shop, no matter how slightly, you are to report the incident immediately to your Managers. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify your Managers immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

# 8.0 Safety and Loss Prevention

# 8.1 Business Closure and Emergencies

#### Company Closure

Forked River Butcher Shop recognizes that inclement weather and other emergencies may affect your ability to get to work. In such situations, your safety is paramount. Examples of emergencies when the Company may close include, but are not limited to, power outages, blizzard conditions, hurricanes, etc.

# Notification

In an emergency, the Company will make every effort to notify you of the closing by phone and 7 shifts messaging. These notification efforts assume that you have access to electricity and internet and/or phone service.

When the Company is unable to notify you of the closure, use common sense to assess the safety and practicality of the situation. If there is reported flash flooding or blizzard conditions in your area, report to work only if you can make it safely.

#### Partial-Day Closure

If an emergency event such as inclement weather or a power outage occurs, the Company may decide to close mid-day. When the Company closes mid-day, you will be instructed to leave immediately so that the conditions do not further deteriorate and affect your ability to travel safely.

# Extending Leave

When the Company closure ends, you are expected to report to work. Contact your Managers if you cannot return to work at the end of the closure. The Company recognizes that you may need additional time off to repair extensive home damage or for other emergency situations. These will be assessed on a case-by-case basis.

#### If You Cannot Get to Work

Unique circumstances may affect your ability to come to work even when the Company is able to remain open. The Company recognizes that in a severe national or regional disaster, all methods of communication may be unavailable; however, you should continue to try and contact your Managers, by any method possible.

Time missed under circumstances where the Company remains open and you are unable to report to work is to be used as vacation time, personal time, or is unpaid.

# 8.2 Drug and Alcohol Policy

Forked River Butcher Shop is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of the Company to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others, and will not be tolerated.

#### **Prohibited Conduct**

The Company expressly prohibits team members from engaging in the following activities when they are on duty or conducting Company business or on Company premises (whether or not they are working):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The Company does not discriminate against team members solely on the basis of their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to the Company Disability Accommodation policy for additional information.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your Managers if

you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

# **Employer-Sponsored Events**

From time to time, the Company may sponsor social or business-related events where alcohol may be served. This policy does not prohibit the use or consumption of alcohol at these events. However, if you choose to consume alcohol at such events, you must do so responsibly and maintain your obligation to conduct yourself properly and professionally at all times.

#### **Violations**

Violation of this policy may result in disciplinary action, up to and including termination of employment.

# 8.3 General Safety

It is the responsibility of all Forked River Butcher Shop team members to maintain a healthy and safe work environment, report any health or safety hazards, and follow the Company health and safety rules. Failure to do so may result in disciplinary action, up to and including termination of employment. The Company also requires that all occupational illnesses or injuries be reported to your Managers as soon as reasonably possible and that an occupational illness or injury form be completed on each reported incident.

# 8.4 Workplace Violence

As the safety and security of our team members, vendors, contractors, and the general public is in the best interests of Forked River Butcher Shop, we are committed to working with our team members to provide a work environment free from violence, intimidation, and other disruptive behavior.

#### Zero Tolerance Policy

The Company has a zero tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, team members, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

# **Prohibited Conduct**

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on Company property or while performing Company business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

#### Reporting Incidents of Violence

Report to your Managers or Heidi & Andrew, in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

#### **Violations**

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

#### Retaliation

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to Heidi or Andrew.

# 9.0 Trade Secrets and Inventions

# 9.1 Confidentiality and Nondisclosure of Trade Secrets

As a condition of employment, Forked River Butcher Shop team members are required to protect the confidentiality of Company trade secrets, proprietary information, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management.

If you have information that leads you to suspect that team members are sharing such information in violation of this policy and/or competitors are obtaining such information, you are required to inform your Managers or Heidi.

Violation of this policy may result in disciplinary action up to and including termination, and may subject the violator to civil liability.

#### 9.2 Inventions

Any invention created, in whole or in part, during your work hours, or from the use of equipment or facilities belonging to Forked River Butcher Shop, is a "work for hire" and is the property of the Company.

If you intend to develop and maintain property rights to any invention that relates in any way to products or services of the Company, you are required to obtain a written waiver of this policy, signed by both you and both owners Heidi and Andrew.

# 10.0 Customer Relations

# 10.1 Customer, Client, and Visitor Relations

Forked River Butcher Shop strives to provide the best products and services possible to our customers and clients. Our customers and clients support this business and generate your wages. You are expected to treat every customer, client, or visitor with the utmost respect and courtesy during your working time. You should never argue or act in a disrespectful manner towards a visitor or customer during your working time. If you are having problems with a customer, client, or visitor, notify your Managers immediately. If a customer, client, or visitor voices a suggestion, complaint, or concern regarding our products or services, inform your Managers or a member of management. Lastly, make every effort to be prompt in following up

on customer, client, or visitor orders or questions. Positive customer, client, and visitor relations will go a long way to establishing our Company as a leader in its field.

# 10.2 Products and Services Knowledge

As a representative of Forked River Butcher Shop, you are expected to be familiar with the products and services we offer. Take every opportunity to learn the interrelationship between your department or division and the others of the Company. We consider our team members to be the best reflection of our business brand and company success.

# **New Jersey Policies**

# **Hiring and Orientation Policies**

# **Disability Accommodation**

Forked River Butcher Shop complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the Company will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your Managers. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the Company will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the Company in connection with a request for accommodation will be treated as confidential.

The Company encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the Company is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

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

# **EEO Statement and Nonharassment Policy**

# Equal Opportunity Statement

Forked River Butcher Shop is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age, race (including traits historically associated with race, which include, but are not limited to, hair texture, hair type, and protective hairstyles such as braids, locks, and twists), color, national origin, nationality, ancestry, creed, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), marital status, civil union status, domestic partnership status, atypical hereditary cellular or blood trait, American flag display, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against team members who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Managers or any other designated member of management.

### Policy Against Workplace Harassment

Forked River Butcher Shop has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age, race (including traits historically associated with race, which include, but are not limited to, hair texture, hair type, and protective hairstyles such as braids, locks, and twists), color, national origin, nationality, ancestry, creed, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), marital status, civil union status, domestic partnership status, atypical hereditary cellular or blood trait, American flag display, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed service member status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, team members, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

# Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

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

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults, or blocking or impeding movements.

# Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's age, race (including traits historically associated with race, which include, but are not limited to, hair texture, hair type, and protective hairstyles such as braids, locks, and twists), color, national origin, nationality, ancestry, creed, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), marital status, civil union status, domestic partnership status, atypical hereditary cellular or blood trait, American flag display, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an
  individual or group because of one of the above protected categories and that is placed on walls,
  bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

# Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify Heidi (Owner, 609-290-4047) or any member of management.

The Company prohibits retaliation against team members who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

# **Religious Accommodation**

Forked River Butcher Shop is dedicated to treating its team members equally and with respect and recognizes the diversity of their religious beliefs. All team members may request an accommodation when their religious beliefs cause a deviation from the Company dress code or the individual's schedule, basic job duties, or other aspects of employment. The Company will consider the request, but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other team members — when determining a reasonable accommodation. At no time will the Company question the validity of a person's belief.

If you require a religious accommodation, speak with your Managers or Owners Heidi and Andrew.

# Wage and Hour Policies

### **Accommodations for Nursing Mothers**

Forked River Butcher Shop will provide nursing mothers reasonable break time to express milk for their infant child.

If you are nursing, you will be provided a private room or other location, other than a restroom, in close proximity to your work area to express milk. The room will be shielded from view and free from intrusion from coworkers and the public.

EXPRESSED MILK: Expressed milk can be stored in company refrigerators (Dairy Case). Sufficiently mark or label your milk to avoid confusion for other team members who may share the refrigerator. You may also

bring a personal cooler for storage.

The break time must, if possible, run concurrently with any break time already provided to you. If you are nonexempt, [[clock in and out/record the start and end time for]] any time taken that does not run concurrently with normally scheduled rest periods. Break time may be unpaid as permissible under applicable law.

You are encouraged to discuss the length and frequency of these breaks with your Managers.

The Company will not discriminate or retaliate against team members who express milk in the workplace in accordance with this policy.

#### **Meal and Rest Periods**

Forked River Butcher Shop strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your Managers regarding procedures and schedules for rest and meal breaks. The Company requests that team members accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your Managers know; in addition, notify your Managers as soon as possible if you were unable to or prohibited from taking a meal or rest period.

# **Overtime**

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your Managers.

At certain times Forked River Butcher Shop may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

#### **Pay Period**

At Forked River Butcher Shop, the standard pay period is weekly for all team members. Pay dates are every Friday. If a pay date falls on a holiday, you will be paid on the following business day. Special provisions may be required from time to time if holidays fall on pay dates. Check with your Managers if this type of date arises. The pay period is Thursday through the following Wednesday.

Review your paycheck for accuracy. If you find an issue, report it to your Managers immediately.

# Performance, Discipline, Layoff, and Termination

# **Disciplinary Process**

Violation of Forked River Butcher Shop policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The Company encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Company is not required to engage in progressive discipline and may discipline or terminate team members who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your Managers will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the Company is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

# **General Policies**

#### **Access to Personnel and Medical Records Files**

Forked River Butcher Shop maintains separate medical records files and personnel files for all team members. Files containing medical records are stored separate and apart from any business-related records in a safe, locked, inaccessible location. The medical file is the repository for sensitive and confidential information related to an individual's health, health benefits, health-related leave and/or accommodations, and benefits selections and coverage. Medical records are kept confidential in compliance with applicable laws and access is on a "need-to-know" basis only.

Supervisors and others in management may have access to your personnel file for possible employment-related decisions. If you wish to review your personnel or medical records file, you must give the Company reasonable notice. Inspection must occur in the presence of a Company representative.

All requests by an outside party for information contained in your personnel file will be directed to the HR department, which is the only department authorized to give out such information.

### **Benefits**

# **Family Leave**

Forked River Butcher Shop provides leave in accordance with the New Jersey Family Leave Act (NJFLA), which provides eligible team members with unpaid, job-protected leave under certain circumstances.

#### Eligibility

To qualify for NJFLA leave, you must have:

- Worked for the Company for at least 12 months; and
- Worked at least 1,000 hours during the immediately preceding 12 months.

#### Leave Entitlement

Eligible team members may take up to 12 weeks of unpaid NJFLA leave in a 24-month period. The 24-month period is measured rolling backward from the date leave is used, and leave may be used for any of the following reasons:

- The birth of a child and in order to care for such child (leave must be completed within one year of the child's birth).
- The placement of a child with you for adoption or foster care and in order to care for the newly
  placed child (leave must be completed within one year of the child's placement).
- To care for a family member with a serious health condition.
- Where a state of emergency is declared by the Governor or is considered necessary by the Commissioner of Health or other public health authority, due to an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of a communicable disease, which:

- Requires in-home care or treatment of your child due to the closure of the school or place of care, by order of a public official due to the epidemic, or other public health emergency;
- Prompts the issuance by a public health authority of a determination, including by mandatory quarantine, requiring or imposing responsive or prophylactic measures as a result of illness caused by the epidemic or exposure because the presence of a family member for whom you provide care would jeopardize the health of others in the community; or
- Results in the recommendation of a health care provider or public health authority that a
  family member for whom you provide care voluntarily undergo self-quarantine as a result of
  suspected exposure to a communicable disease because the presence in the community
  would jeopardize the health of others.

**Child** means a biological, adopted, foster child, or resource family child, stepchild, legal ward, or child of a parent, including a child who becomes the child of a parent pursuant to a valid written agreement between the parent and a gestational carrier.

**Family member** means a child, parent, parent-in-law, sibling, grandparent, grandchild, spouse, domestic partner, or one partner in a civil union couple, or any other individual related by blood to you, and any other individual that has a close association with you, which is the equivalent of a family relationship.

**Parent** means a person who is the biological parent, adoptive parent, foster parent, resource family parent, stepparent, parent-in-law, or legal guardian who has a "parent-child relationship" with a child as defined by law, or has sole or joint legal or physical custody, care, guardianship, or visitation with a child, or who became the parent of the child pursuant to a valid written agreement between the parent and a gestational carrier.

**Serious health condition** means an illness, injury, impairment, or physical or mental condition requiring:

- Inpatient care in a hospital, hospice, or residential medical care facility; or
- Continuing medical treatment or continuing supervision by a health care provider.

Leave taken because of the birth or placement for adoption of a child may begin at any time within a year after the date of the birth, or placement for foster care or adoption.

#### Intermittent or Reduced Schedule Leave

You may take NJFLA leave:

- As a single block of time.
- By reducing your normal weekly work schedule for no more than 12 consecutive months for any one period of leave.
- Intermittently in increments lasting at least one week, but less than 12 weeks in a consecutive 12-month period, when medically necessary.

You must make a reasonable effort to schedule leave so as not to unduly disrupt business operations.

Where intermittent leave is taken, you may be required to transfer to an alternative position having the equivalent pay and benefits and which better accommodates recurring periods of leave.

# Interaction with Other Laws

If you are eligible for leave under both the federal Family and Medical Leave Act (FMLA) and the NJFLA, your leaves under both will run concurrently.

#### Layoffs

If you have been laid off due to a state of emergency since October 22, 2012, you may receive credit (as if you had worked) for up to 90 calendar days toward the 12-month base period for purposes of calculating eligibility for leave.

#### Outside Employment

During your leave you may not perform services on a full-time basis for any person you did not provide those services to immediately prior to starting your leave.

#### Notice of Leave

If your need for NJFLA leave is for the birth or adoption of a child, you must give the Company at least 30 days' prior written notice if reasonably foreseeable. If the need for leave is due to a covered serious health condition, you must provide at least 15 days' prior written notice. If the need for leave is unforeseeable, you must provide notice as soon as practicable. Failure to provide such notice may delay your leave.

# Key Employees

Key employees may be denied NJFLA leave if the leave would cause "substantial and grievous economic injury" to Company operations. Key employees are defined as the highest-paid 5 percent of salaried employees in an organization, or as one of the seven highest-paid employees, whichever is greater.

This does not apply when the family leave is due to:

- A health care provider, the Commissioner of Health, or other authorized public official has ordered, directed, or recommended that the family member for which you provide care be isolated or quarantined; or
- The closure of a family member's place of care because of a state of emergency declared by the Governor or by order of the Commissioner of Health or other authorized public official during an epidemic of a communicable disease, or a known or suspected exposure to a communicable disease.

#### Maintenance of Health Benefits

The Company will maintain your group health plan coverage during NJFLA leave on the same terms as if you had continued to work. If applicable, you must arrange to pay your share of health plan premiums while on leave. In some instances, the Company may recover premiums paid to maintain health coverage or other benefits for you and your dependents. Use of NJFLA leave will not result in the loss of any employment benefit that accrued prior to the start of the leave.

#### Reinstatement

If you are returning from an authorized NJFLA leave, you will be reinstated to the same or a similar position, unless you are a key employee or unless the Company experiences a layoff during your leave and you would have been laid off if you had not been on leave. Unpaid family leave time is counted toward seniority for layoff purposes.

The Company is not required to permit a return to work prior to the pre-arranged expiration of the NJFLA leave if returns from other leaves are treated the same way, or if such early return will cause undue hardship on the Company.

# Substitution of Paid Leave

Consistent with Company policies, you may be required to substitute certain earned paid leave time for unpaid family leave.

# Abuse of Leave

If you are found to have provided a false reason for a leave, you will be subject to disciplinary action up to and including termination.

#### Retaliation

The Company will not discriminate or retaliate against team members for requesting or taking leave under this policy.

# **Family Leave Insurance**

New Jersey's Family Leave Insurance (FLI) program provides eligible team members with up to 12 weeks (or up to 56 days for intermittent leave) of partial wage replacement benefits in a 12-month period during periods of unemployment for time taken:

- To care for or bond with a newborn child during the first 12 months after the child's birth. You, your domestic partner, or your civil union partner must be the baby's biological parent, or you must be the parent of the child pursuant to a valid gestational carrier agreement.
- To care for or bond with an adopted child or a child placed into foster care with you during the first 12 months after the child's placement.
- To care for a family member with a serious health condition.
- To care for a victim of domestic violence or a sexually violent offence or for a victim's family member.
- Where a state of emergency is declared by the Governor or is considered necessary by the Commissioner of Health or other public health authority, due to an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of a communicable disease, which:
  - Requires in-home care or treatment of your child due to the closure of the school or place of care, by order of a public official due to the epidemic, or other public health emergency;
  - Prompts the issuance by a public health authority of a determination, including by mandatory quarantine, requiring or imposing responsive or prophylactic measures as a result of illness caused by the epidemic or exposure because the presence of a family member for whom you provide care would jeopardize the health of others in the community; or
  - Results in the recommendation of a health care provider or public health authority that a
    family member for whom you provide care voluntarily undergo self-quarantine as a result of
    suspected exposure to a communicable disease because the presence in the community
    would jeopardize the health of others.

# As used in this policy:

- **Family member** means your child, parent, parent-in-law, sibling, grandparent, grandchild, spouse, domestic partner, civil union partner, and any other person related by blood to you or with whom you have a close association that is the equivalent of a family relationship.
- **Child** means your biological, adopted, foster, or step child; your legal ward; or a child of your domestic partner or civil union partner. A child gained by way of a valid written contract between the parent and a surrogate (gestational carrier) is included in this definition.

To be eligible for FLI coverage you must have worked for 20 or more calendar weeks in covered New Jersey employment and meet the minimum wage requirements of the state plan.

FLI provides a monetary benefit and is financed by worker payroll deductions. The FLI program does not offer a leave entitlement, and employees taking FLI-covered leave are not guaranteed job restoration under the FLI program. You may use any paid sick leave, vacation time, or other leave made available by Forked River Butcher Shop before using FLI.

FLI benefits may run concurrently with leave taken under the federal Family and Medical Leave Act or the New Jersey Family Leave Act where applicable.

To claim FLI benefits for leave taken to bond with a newborn or newly adopted or fostered child on a single continuous, non-intermittent basis, you must provide your Managers with at least 30 days' notice prior to beginning the family leave. Failure to provide this notice may result in a 14-day reduction in your maximum FLI benefits entitlement for the 12-month period, unless the need for leave time is unforeseeable or changes for unforeseeable reasons.

To claim FLI benefits for leave taken to bond with a newborn or newly adopted or fostered child on an intermittent basis, provide your Managers with at least 15 days' notice prior to beginning the intermittent family leave, unless the need for leave is due to an emergency or other unforeseen circumstance. You must make reasonable efforts to schedule the leave so as not to unduly disrupt the operations of the

Company and, if possible, provide your Managers, prior to the commencement of intermittent leave, with a regular schedule of the days or days of the week on which the intermittent leave will be taken.

To claim FLI benefits for leave taken to care for a family member with a serious health condition on a continuous, non-intermittent basis, provide the Company with a reasonable amount of prior notice, unless the need for leave is due to an emergency or other unforeseen circumstance.

To claim FLI benefits for leave taken to care for a family member with a serious health condition on an intermittent basis, provide the Company with at least 15 days' notice prior to beginning the intermittent family leave, unless the need for leave is due to an emergency or other unforeseen circumstance.

The Company will not discriminate or retaliate against team members for requesting or obtaining FLI benefits.

You are responsible for filing your claim for benefits with the New Jersey Department of Labor. Eligibility for benefits and the maximum weekly benefit are determined by the state of New Jersey. For information about FLI benefits, including eligibility requirements or to file a claim, visit the New Jersey Department of Labor and Workforce Development website (http://www.nj.gov/labor/).

# **Jury Duty Leave**

Forked River Butcher Shop encourages team members to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Managers as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty. You may opt to use PTO in place of unpaid leave.

The Company reserves the right to require team members to provide proof of jury duty service to the extent authorized by law.

The Company will not retaliate against team members who request or take leave in accordance with this policy.

# **New Jersey SAFE Act Leave**

In accordance with the New Jersey Security and Financial Empowerment Act (NJ SAFE Act), Forked River Butcher Shop provides up to 20 days of unpaid leave to team members who are victims of domestic violence or sexual assault, or whose family member is a victim.

#### **Eligibility**

To be eligible, you must have worked at least 1,000 hours during the immediately preceding 12-month period.

#### Use of Leave

You may use leave under the NJ SAFE Act for the purpose of engaging in any of the following activities as they relate to an incident of domestic violence or a sexually violent offense:

- Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to you or your family member.
- Obtaining services from a victim services organization for yourself or your family member.
- Obtaining psychological or other counseling for yourself or your family member.
- Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety from future domestic violence or sexual violence or to ensure the economic security of yourself or your family member.

- Seeking legal assistance or remedies to ensure your own health and safety or that of your family member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic violence or sexual violence.
- Attending, participating in, or preparing for a criminal or civil court proceeding relating to an incident of domestic or sexual violence of which you or your family member was a victim.

**Family member** means a child, parent, parent-in-law, sibling, grandparent, grandchild, spouse, domestic partner, or one partner in a civil union couple, or any other individual related by blood to you, and any other individual that has a close association with you, which is the equivalent of a family relationship.

**Child** means a biological, adopted, foster child, or resource family child, stepchild, legal ward, or child of a parent, including a child who becomes the child of a parent pursuant to a valid written agreement between the parent and a gestational carrier.

**Parent** means a person who is the biological parent, adoptive parent, foster parent, resource family parent, stepparent, parent-in-law, or legal guardian who has a "parent-child relationship" with a child as defined by law, or has sole or joint legal or physical custody, care, guardianship, or visitation with a child, or who became the parent of the child pursuant to a valid written agreement between the parent and a gestational carrier.

# <u>Usage</u>

You must use leave under the NJ SAFE Act in the 12-month period immediately following an instance of domestic violence or a sexually violent offense. The unpaid leave may be taken intermittently in intervals of no less than one day.

You may use any accrued paid vacation leave, personal leave, medical or sick leave, or any family temporary disability leave benefits during any part of the 20-day period of unpaid leave. The unpaid leave will run concurrently with any paid vacation leave, personal leave, medical or sick leave, or temporary disability benefits that you elect to use. If you request leave for a reason covered by both the NJ SAFE Act and the Family Leave Act, or the federal Family and Medical Leave Act, the leave will count simultaneously against your entitlement under each respective law.

#### Notice

Provide reasonable written notice of the need for leave. The Company may require you to provide documentation supporting the need for leave. The Company will treat such documentation as confidential, unless disclosure is voluntarily authorized in writing by you or is authorized by a federal or state law, rule, or regulation.

#### Retaliation

The Company will not retaliate against team members for requesting or taking leave in accordance with this policy, or refusing to authorize the release of information deemed confidential under the NJ SAFE Act.

# **Paid Sick Leave (Accrual Method)**

Forked River Butcher Shop provides paid sick leave to eligible team members in accordance with New Jersey's Earned Sick Leave Law.

#### **Eligibility**

All team members who work in New Jersey are eligible for paid sick leave.

#### Reasons for Leave

Sick leave may be taken for the following reasons:

- 1. For the diagnosis, care, treatment of, or recovery from a mental or physical illness, injury, or other adverse health condition, or for your own preventative medical care;
- 2. To aid or care for a member of your family during diagnosis, care, treatment of, or recovery from the family member's mental or physical illness, injury, or other adverse health condition, or during the family member's preventative medical care;
- 3. For absences necessary due to circumstances resulting from you or a family member having been a victim of domestic or sexual violence, if the leave allows you to obtain for yourself or the family member medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence; services from a designated domestic violence agency or other victim services organization; psychological or other counseling; relocation; or legal services, including obtaining a restraining order or preparing for, or participating in, any civil or criminal proceeding related to the domestic or sexual violence;
- 4. Time needed in connection with your child to attend a school-related conference, meeting, function, or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the child's education, or to attend a meeting regarding care provided to your child in connection with his or her health condition or disability.
- 5. When you are not able to work because of:
  - The closure of your workplace, the closure of your child's school or place of care, by order of a public official or because of a state of emergency declared by the Governor, due to an epidemic or other public health emergency;
  - The declaration of a state emergency by the Governor, or the issuance by a health care provider or the Commissioner of Health or other public health authority of a determination that your or your family member's presence in the community would jeopardize the health of others; or
  - Ouring a state of emergency declared by the Governor or upon the recommendation, direction, or order of a health care provider, the Commissioner of Health, or other authorized public official that you undergo isolation or quarantine, or care for a family member in quarantine, as a result of suspected exposure to a communicable disease and a finding by the provider or authority that you or your family member's presence in the community would jeopardize the health of others.

# Family member means:

- Your child, grandchild, sibling, spouse, domestic partner, civil union partner, parent, or grandparent.
- The spouse, domestic partner, or civil union partner of a parent or grandparent.
- A sibling of your spouse, domestic partner, or civil union partner.
- Any other individual related by blood to you or whose close association with you is the equivalent of a family relationship.

#### Accrual and Usage

Eligible team members accrue one hour for every 30 hours worked up to a maximum accrual of 40 hours in a leave year. New team members begin accruing sick leave on their first day of employment. For purposes of this policy, the leave year is any consecutive 12-month period (calendar year). If you are classified as exempt, you are presumed to work 40 hours per week, unless you are normally scheduled to work fewer than 40 hours, in which case sick leave accrues based on your normal schedule. You may begin using sick leave as soon as it is accrued.

You may carry over up to 40 hours of unused accrued sick leave to the following leave year; however, you may only use 40 hours of sick leave in any given leave year.

#### Compensation

You will be compensated for sick leave at your regular rate of pay.

#### **Notice**

If the need for leave is foreseeable, you must provide seven days' advance notice and make reasonable efforts to schedule the leave so that it does not unduly disrupt Company operations. If unforeseeable, provide notice as soon as practical. If known, notice should include the expected length of the absence.

#### Documentation

If you are absent for three or more consecutive days, you may be requested to provide reasonable documentation showing that the leave is being taken for permitted purposes. *Reasonable documentation* includes:

- For leave taken as described in bullets (1) and (2) above, documentation signed by the health care professional treating you or your family member showing the need for leave and, if possible, the number of days of leave needed.
- For leave taken as described in bullet (3), medical documentation; a law enforcement agency record
  or report; a court order; documentation that the perpetrator of the domestic or sexual violence has
  been convicted of a domestic or sexual violence offense; certification from a certified Domestic
  Violence Specialist or a representative of a designated domestic violence agency or other victim
  services organization; or other documentation or certification provided by a social worker, counselor,
  member of the clergy, shelter worker, health care professional, attorney, or other professional who
  has assisted you or your family member in dealing with the domestic or sexual violence.
- For leave taken as described in bullet (4), a copy of the order of the public official or the determination by the health authority.

Sick leave will run concurrently with the federal Family and Medical Leave Act and/or other leaves where permitted under state and federal law.

#### Payment upon Termination

You will not be paid for any unused sick leave when your employment ends.

# **Transfers**

If you transfer to another division, entity, or location, you are entitled to all previously unused sick leave and may use it as described in this policy.

# Reinstatement of Sick Leave upon Rehire

The Company will reinstate previously accrued, unused sick leave if you separate and are rehired in New Jersey within six months.

#### Retaliation

The Company will not retaliate against team members who request or take leave in accordance with this policy.

# **Temporary Disability Insurance**

If you are unable to work for more than seven consecutive days due to a non-work-related illness or injury, or a pregnancy-related disability, you may be eligible for temporary disability insurance (TDI) benefits. TDI provides eligible team members with up to 26 weeks of partial wage replacement benefits in a year, as specified under the law.

To file a claim for benefits, contact HR or your Managers. You must file a claim for benefits within 30 days of becoming disabled. If you file a claim more than 30 days after the start of your disability, all or some benefits may be forfeited.

For additional information on the Forked River Butcher Shop plan, contact HR or your Managers. Learn more about the New Jersey Temporary Disability Insurance law from the New Jersey Department of Labor and Workforce Development website (<a href="http://www.nj.gov/labor/">http://www.nj.gov/labor/</a>).

# **Voting Leave**

If your work schedule prevents you from voting on Election Day, Forked River Butcher Shop will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your Managers, consistent with applicable legal requirements.

# **Safety and Loss Prevention**

# **Workplace Smoking**

Forked River Butcher Shop is concerned about the effect that smoking and secondhand smoke inhalation can have on its team members and clients. Smoking in the office, client areas, and restrooms is prohibited.

# **Trade Secrets and Inventions**

# **Confidentiality and Nondisclosure of Trade Secrets**

As a condition of employment and consistent with your duty of loyalty to the Company, Forked River Butcher Shop team members are required to protect the confidentiality of Company trade secrets, proprietary information, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management.

If you have information that leads you to suspect that team members are sharing such information in violation of this policy and/or competitors are obtaining such information, you are required to inform your Managers or Heidi.

Violation of this policy may result in disciplinary action up to and including termination, and may subject the violator to civil liability.

# **Closing Statement**

Thank you for reading our handbook. We hope it has provided you with an understanding of our mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful Company and a safe, productive, and pleasant workplace.

Heidi Daly & Andrew Barsch, Owners

Forked River Butcher Shop

# **Acknowledgment of Receipt and Review**

By signing below, I acknowledge that I have received a copy of the Forked River Butcher Shop Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that the Company has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the [[position or title]] of the Company. I also understand that any delay or failure by the Company to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the Company or affect the right of the Company to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Company representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized Company representative) or a collective bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA). This handbook is not intended to violate any local, state, or federal law. No provision or policy applies or will be enforced if it conflicts with or is superseded by any requirement or prohibition contained in federal, state, or local law, or regulation. Furthermore, nothing in this handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to, or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission (EEOC), National Labor Relations Board (NLRB), Securities and Exchange Commission (SEC), or any other federal, state, or local agency charged with the enforcement of any laws.

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by Forked River Butcher Shop.

If I have any questions about the content or interpretation of this handbook, I will contact Heidi Daly.

Signature

Date

Print Name