

Crosby's

&

Henry's



TEAM MEMBER HANDBOOK

Solutions for Your Success

Effective June 2023

TABLE OF CONTENTS

General Information	1
Welcome	1
About Us	2
Purpose of Team Member Handbook	3
Employment At-Will.....	3
Commitment to Diversity	4
Equal Employment Opportunity	4
Disability Accommodation	5
Pregnancy and Lactation Accommodation	5
Religious Accommodation	6
Sexual and Other Unlawful Harassment.....	6
General Employment Practices	10
Team Member Classifications.....	10
Access to Personnel Files and Wage Records.....	11
Background Checks	11
Employment Eligibility and Work Authorization.....	12
Performance Reviews	12
Personal Data Changes	12
Reference Checks.....	12
Romantic and Family Relationships at Work	12
Voluntary Open-Door Policy	13
Workplace Conduct	14
Alcohol Handling Policy.....	14
Attendance and Punctuality	14
Confidential Company Information	15
Conflicts of Interest.....	15
Contact With the Media.....	16
Good Housekeeping.....	16
Outside Employment	16
Parking	16
Personal Appearance	17
Personal Electronic Devices	17

Purchase Policy	18
Reporting and Anti-Retaliation Policy.....	18
Social Media.....	21
Standards of Conduct.....	23
Time Off and Leaves of Absence	24
Abuse Victim Leave.....	24
Bereavement Leave	24
Crime Witness Leave.....	25
Emergency Responder Leave.....	25
Family and Medical Leave.....	25
Jury Duty Leave	29
Military Leave.....	29
Massachusetts Paid Family and Medical Leave	31
Paid Sick Time	35
Parental Leave.....	38
Small Necessities Leave	39
Time Off to Vote.....	40
Vacation and Personal Days.....	40
Pay Practices	42
Lactation Accommodation.....	42
Meal Breaks	42
Rest Breaks.....	43
Overtime	43
Payment of Wages	44
Timekeeping.....	44
Business Travel and Reimbursement.....	45
Work Schedules	46
Team Member Benefits	47
Benefits Overview.....	47
Semi-Retirement.....	47
Workers' Compensation	48
Safety and Security.....	49
Cameras and Video Surveillance.....	49
Cell Phone Use / Texting While Driving	49
Company's Right to Search	49

Contagious Diseases.....	50
Driving for Company Business	50
Drug-Free Workplace	51
Electronic Resources	52
Emergency Evacuation.....	54
No Solicitation / Distribution of Literature	55
Smoke-Free Workplace.....	55
Use of Company Equipment and Resources.....	56
Weapons in the Workplace.....	56
Work-Related Injuries or Illnesses	57
Workplace Bullying	57
Workplace Violence	58
Acknowledgement and Receipt	60

General Information

Welcome

Our mission is to deliver a shopping experience that exceeds our customer's expectations. To accomplish this, we must provide the best quality products at competitive prices and outstanding service. You are a very important part of this effort as your work directly influences our reputation.

Crosby's is a family business, and we attempt to operate it with each person as a member of our family. Every team member will be treated with dignity and personal worth.

This team member handbook explains our personnel policies and benefits, and the specific opportunities and responsibilities that exist for you within Crosby's. In an effort to be responsive to the needs of a growing organization, changes or additions to this handbook will be made when necessary. We will keep you informed when these changes are made.

We are glad you have joined us, and we hope you will find your work to be both challenging and rewarding.

Sincerely,

Chris Crosby

President

About Us



Our founder, Jim Crosby, learned his craft at Star Market while working his way through college. Following graduation, Jim continued on with Star, holding a variety of important positions as he worked his way up the ladder.

In 1978, Star Market opened a new wholesale division which was willing to sell their smaller stores to some very capable entrepreneurs. Jim had the opportunity to purchase the Star Market location in Concord, MA and venture out on his own. He put a great team together, and in 1980, Crosby's Marketplace was born. Jim created an atmosphere of courtesy and personalized customer service, which continues to be the embodiment of Crosby's philosophy to the present day. By 2004, Crosby's Marketplace had expanded to six stores, with additional locations in Georgetown, Hamilton, Manchester-by-the-Sea, Marblehead, and Salem MA.



In 2015, Henry's Market, of Beverly, MA was added to the family. Henry's Market, a landmark in its own right, was founded by Henry Swanson in 1941. As a boy, Henry had delivered milk from the back of a horse drawn carriage. When he was older, he purchased quality meats and vegetables for Boston's Faneuil Hall Marketplace. From the beginning, upon opening Henry's Market, he set high standards for fine grocery, produce, and meat products. His brilliance for taking care of the customer truly made Henry's a one-of-a-kind market. His high standards continue on to the present day.

Purpose of Team Member Handbook

This Team Member Handbook contains information about the employment policies and practices of the Company. This Team Member Handbook supersedes all previously issued Team Member Handbooks. Except for the policy of at-will employment, the Company reserves the right to revise, delete and add to the provisions of this Team Member Handbook. All such revisions, deletions or additions must be in writing.

This Team Member Handbook does not constitute an express or implied contract guaranteeing continued employment for any Team Member. **Only the President or their authorized representative has the authority to enter into an employment agreement that alters the fact that employment with the Company is at-will, and any such agreement must be in writing and signed by the President or their authorized representative.**

If a Team Member has any questions or concerns about this Team Member Handbook or any other policy or procedure, please ask your supervisor, Human Resources, or another member of management.

Nothing in this Team Member Handbook or in any other document or policy is intended to violate any local, state, or federal law. Nothing in this Team Member Handbook is intended to limit any concerted activities by Team Members relating to their wages, hours or working conditions, or any other conduct protected by Section 7 of the National Labor Relations Act (NLRA). Furthermore, nothing in this Team Member Handbook prohibits a Team Member from reporting concerns, making lawful disclosures, or communicating with any governmental authority about conduct the Team Member believes violates any laws or regulations.

Employment At-Will

Employment with the Company is at-will, unless state law provides otherwise. This means that employment may be terminated for any or no reason, with or without cause or notice at any time by the Team Member or by the Company. Nothing in this Handbook or any oral statement will limit the right to terminate the at-will employment relationship. This at-will employment policy is the sole and entire agreement between the Team Member and the Company regarding the fact that employment with the Company is at-will. No manager or supervisor has any authority to enter into a contract of employment - express or implied - that changes the fact that employment with the Company is at-will. **Only the President has the authority to enter into an employment agreement that alters the at-will employment relationship, and any such agreement must be in writing and signed by the President or their authorized representative.**

Commitment to Diversity

Equal Employment Opportunity

The Company is an equal opportunity employer. In accordance with applicable law, we prohibit discrimination against any applicant or Team Member based on any legally-recognized basis, including, but not limited to: veteran status, military status, uniformed servicemember status, race, color, natural or protective hairstyle, religion or religious creed, sex (including pregnancy, childbirth, and related medical conditions), sexual orientation, gender identity, transgender status, age, pregnancy (including childbirth, lactation and related medical conditions), national origin or ancestry, citizenship status, physical or mental disability, genetic information (including testing and characteristics), HIV testing, a personal admission to a facility for the care and treatment of a mentally ill person, taking of maternity leave, certain criminal records, or any other consideration protected by federal, state or local law.

Complaint Procedure

Any Team Member who believes they have been harassed, discriminated against or subject to retaliation or who is aware of such harassment, discrimination or retaliation against others, should immediately provide a written or verbal report to their supervisor, any other member of management or to Human Resources.

After a report is received, a thorough and objective investigation by management will be undertaken. The Company expects all Team Members to fully cooperate with any investigation conducted by the Company into a complaint of proscribed harassment, discrimination, or retaliation, or regarding the alleged violation of any other Company policies, and during the investigation, to keep matters related to the investigation confidential. The Equal Employment Opportunity Commission (EEOC) and equivalent state agencies will accept and investigate charges of unlawful discrimination or harassment at no charge to the complaining party.

Protection Against Retaliation

Retaliation is prohibited against any person by another Team Member or by the Company for using this complaint procedure, reporting proscribed harassment, or for filing, testifying, assisting, or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

Team Members should report any retaliation prohibited by this policy to their supervisor, any management team member, or Human Resources. Any report of retaliatory conduct will be investigated in a thorough and objective manner. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken.

Disability Accommodation

To comply with applicable laws ensuring equal employment opportunities for individuals with disabilities, the Company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is a Team Member or applicant for employment unless undue hardship and/or a direct threat to the health and/or safety of the individual or others would result.

Any Team Member who requires an accommodation in order to perform the essential functions of their job, enjoy an equal employment opportunity and/or obtain equal job benefits should contact Human Resources to request such an accommodation. Human Resources will communicate with the Team Member and engage in an interactive process to determine the nature of the issue and what, if any, reasonable accommodation may be appropriate. In some cases, this interactive process may be triggered without a request from the Team Member, such as when the Company receives notice from its own observation or another source that a medical impairment may be impacting the Team Member's ability to perform their essential job functions.

Team Members who believe they need an accommodation must specify, preferably in writing, what barriers or limitations prompted the request. The Company will evaluate information obtained from the Team Member, and possibly their health care provider or another appropriate health care provider, regarding any reported or apparent barriers or limitations and will then work with the Team Member to identify possible accommodations, if any, that will help to eliminate or otherwise address the barrier(s) or limitation(s). If an identified accommodation is reasonable and will not impose an undue hardship on the Company and/or a direct threat to the health and/or safety of the individual or others, the Company will generally make the accommodation, or it may propose another reasonable accommodation that may also be effective. Team Members are required to cooperate with this process by providing all necessary supporting documentation of supporting the need for accommodation and be willing to consider alternative accommodations when applicable.

The Company will also consider requests for reasonable accommodations for medical conditions related to pregnancy, childbirth and lactation where supported by medical documentation and/or as required by applicable federal, state, or local law.

Team Members who wish to request unpaid time away from work because of a qualifying disability should speak to Human Resources regarding a proposed accommodation.

Pregnancy and Lactation Accommodation

Team Members and applicants for employment may request a reasonable accommodation for needs related to pregnancy and related conditions, including lactation or the need to express breast milk for a nursing child. The Company will provide a reasonable accommodation that would enable the Team Member or applicant to perform the essential functions of her job unless the requested accommodation would impose an undue hardship on the company's program, enterprise, or business.

A reasonable accommodation may include, but is not limited to, the following: more frequent or longer breaks; acquisition or modification of equipment or seating; assistance with manual labor; job restructuring; light duty; private non-bathroom space for expressing breast milk; modified work

schedules; temporary transfers to a less strenuous or hazardous position; or time off to attend to a pregnancy complication or recover from childbirth. The Company will not deny employment opportunities or take adverse employment action against otherwise qualified applicants or Team Members who request or use such reasonable accommodations.

Team Members who take leave as an accommodation under this policy will be reinstated to their original job or to an equivalent position with equivalent pay, seniority, benefits and other terms and conditions of employment upon their notification to the Company of their intent to return to work or when the Team Member's need for a reasonable accommodation ends.

The Company may require that Team Members provide documentation about the need for a reasonable accommodation, or the need to extend an accommodation, from an appropriate health care or rehabilitation professional. The Company will not require such documentation when the requested accommodation is more frequent restroom, food, and water breaks; seating; private non-bathroom space for expressing breast milk or limits on lifting over 20 pounds.

Team Members who have questions about this policy or who wish to request leave or other reasonable accommodations under this policy should contact their Human Resources representative. When a Team Member makes a request for a reasonable accommodation, the Company and Team Member will engage in a timely, good faith and interactive process to determine an effective reasonable accommodation.

Religious Accommodation

The Company will provide reasonable accommodation for Team Members' religious beliefs, observances, and practices when a need for such accommodation is identified, and reasonable accommodation is possible. A reasonable accommodation is one that eliminates the conflict between a Team Member's religious beliefs, observances or practices and the Team Member's job requirements, without causing undue hardship to the Company. The Company has developed an accommodation process to assist Team Members, management, and Human Resources. Through this process, the Company establishes a system of open communication between Team Members and the Company to discuss conflicts between religion and work and to take action to provide reasonable accommodation for Team Members' needs. The intent of this process is to ensure a consistent approach when addressing religious accommodation requests.

Any Team Member who perceives a conflict between job requirements and religious belief, observance or practice should bring the conflict and their request for accommodation to the attention of Human Resources to initiate the accommodation process. The Company requests that accommodation requests be made in writing, and in the case of schedule adjustments, as far in advance as possible.

Sexual and Other Unlawful Harassment

The Company is committed to providing a work environment free of harassment. The Company complies with Massachusetts law and maintains a strict policy prohibiting sexual harassment and harassment against Team Members or applicants for employment based on race, color, religious creed, sex (including pregnancy, childbirth and related medical conditions), gender identity, sexual orientation, national origin or ancestry, physical or mental disability, age, military status, certain criminal records, genetic information or testing, HIV testing, a personal admission to a facility for the care and treatment of a mentally ill person

and taking of maternity leave. The Company will not tolerate discrimination or harassment based upon these characteristics or any other characteristic protected by applicable federal, state, or local law.

The Company's anti-harassment policy applies to all persons involved in its operations, regardless of their position, and prohibits harassing conduct by any Team Member of the Company, including supervisors, managers, and nonsupervisory Team Members. This policy also protects Team Members from prohibited harassment by third parties, such as customers, vendors, clients, visitors, or temporary or seasonal workers. If such harassment occurs in the workplace by someone not employed by the Company, the procedures in this policy should be followed. The workplace includes actual worksites, any setting in which work-related business is being conducted (whether during or after normal business hours), company-sponsored events, or company owned/controlled property.

Sexual Harassment Defined

Sexual harassment includes unwanted sexual advances, requests for sexual favors or visual, verbal, or physical conduct of a sexual nature when:

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

Sexual harassment also includes various forms of offensive behavior based on sex. The following is a non-exhaustive list of the types of conduct prohibited by this policy:

- Unwanted sexual advances or propositions (including repeated and unwelcome requests for dates).
- Offers of employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct: leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons, posters, websites, emails, or text messages.
- Verbal conduct: making or using sexually derogatory comments, innuendos, epithets, slurs, sexually explicit jokes or comments about an individual's body or dress, whistling, or making suggestive or insulting sounds.
- Verbal and/or written abuse of a sexual nature, graphic verbal and/or written sexually degrading commentary about an individual's body or dress, sexually suggestive or obscene letters, notes, invitations, emails, text messages, tweets, or other social media postings.
- Physical conduct: touching, assault or impeding or blocking normal movements.
- Retaliation for making reports or threatening to report sexual harassment.

Other Types of Harassment

Harassment on the basis of any legally protected status is prohibited, including harassment based on veteran status, uniformed servicemember status, race, color, religion, sex, age, pregnancy (including childbirth, lactation, and related medical conditions), national origin or ancestry, physical or mental disability, genetic information (including testing and characteristics) or any other consideration protected

by federal, state, or local law. Prohibited harassment may include behavior similar to the illustrations above pertaining to sexual harassment. It also includes, but is not limited to:

- Verbal conduct including taunting, jokes, threats, epithets, derogatory comments, or slurs based on an individual's protected status;
- Visual and/or written conduct including derogatory posters, photographs, calendars, cartoons, drawings, websites, emails, text messages or gestures based on an individual's protected status; and
- Physical conduct including assault, unwanted touching or blocking normal movement because of an individual's protected status.

Complaint Procedure

Any applicant or Team Member who believes they have been subjected to prohibited discrimination, harassment, or retaliation should provide a written or verbal report to their supervisor, another member of management as soon as possible. The responsibility to investigate complaints of harassment has been assigned to Don Ouellette, VP of Operations, who can be reached at (978) 745-4272 x216.

Applicants and Team Members are encouraged to report concerns, even if they relate to incidents in the past, involve individuals who are no longer affiliated with the Company, or concern conduct occurring outside of work if it impacts the individual at work.

Team Members are not required to report any prohibited conduct to a supervisor or manager who may be hostile, who has engaged in such conduct, who is a close associate of the person who has engaged in such conduct, or with whom the Team Member is uncomfortable discussing such matters.

Team Members are encouraged, but not required, to communicate to the offending person that the person's conduct is offensive and unwelcome. Any supervisor or manager who receives a complaint of harassment or retaliation must immediately report the allegation to Human Resources.

After a report is received, a thorough and objective investigation will be undertaken. Confidentiality will be maintained to the extent practicable and permitted by law. Investigations will be conducted as confidentially as possible and related information will only be shared with others on a need-to-know basis. The investigation will be completed, and a determination made and communicated to the Team Member as soon as practical.

If a complaint of prohibited harassment or discrimination is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken. If a complaint cannot be substantiated, the Company may take appropriate action to reinforce its commitment to providing a work environment free from harassment.

Team Members who believe they have been harassed or discriminated against may also file a formal complaint with either or both of the government agencies listed below:

- The Massachusetts Commission Against Discrimination (MCAD) is the state agency responsible for handling complaints of harassment, including sexual harassment. The MCAD can be reached at the following locations:

- Boston Office: One Ashburton Place, Sixth Floor, Room 601, Boston, MA 02108; telephone number (617) 994-6000.
- Springfield Office: 436 Dwight Street, Second Floor, Suite 220, Springfield, MA 01103; telephone number (413) 739-2145.
- Worcester Office: 484 Main Street, Room 320, Worcester, MA 01608; telephone number (508) 453-9630.
- New Bedford Office: 800 Purchase Street, Room 501, New Bedford, MA 02740; telephone number (508) 990-2390.
- The Equal Employment Opportunity Commission (EEOC) is the federal agency that investigates harassment claims, including claims of sexual harassment. The EEOC can be reached at:
 - John F. Kennedy Federal Building, Government Center, 475 Government Center, Boston, MA 02203, telephone number (800) 669-4000.

Complaints filed with the MCAD and the EEOC must be filed within 300 days of the incident giving rise to the claim.

Manager's Responsibility

All supervisors and managers are responsible for:

- Implementing this policy, which includes, but is not limited to, taking steps to prevent harassment and retaliation;
- Ensuring that all Team Members under their supervision have knowledge of and understand this policy;
- Promptly reporting any complaints to the designated Human Resources Representative so they may be investigated and resolved in timely manner;
- Taking and/or assisting in prompt and appropriate corrective action when necessary to ensure compliance with this policy; and
- Conducting themselves, at all times, in a manner consistent with this policy.

Failure to meet these responsibilities may lead to disciplinary action, up to and including termination.

Protection Against Retaliation

Retaliation is prohibited against any person by another Team Member or by the Company for using this complaint procedure, reporting proscribed harassment, objecting to such conduct or filing, testifying, assisting, or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

Individuals who believe they have been subjected to retaliation or believe that another individual has been subjected to retaliation, should report this concern to the highest-ranking on-site supervisor or manager or to Human Resources. If a complaint cannot be substantiated, the Company may take appropriate action to reinforce its commitment to providing a work environment free from retaliation.

General Employment Practices

Team Member Classifications

Team Members of the Company are classified as either exempt or nonexempt under federal and state wage and hour laws and are further classified for administrative purposes. The following designations are used throughout this Handbook.

Introductory Period

Full time and part time team members are on an introductory period during their first 60 days of employment. During this period of time, you will be able to determine if your new job is suitable for you, and your supervisor will have an opportunity to evaluate your work performance. However, the completion of the introductory period does not guarantee employment for any period of time thereafter.

Exempt Team Members

Exempt Team Members are Team Members whose job assignments meet specific tests established by the federal Fair Labor Standards Act (FLSA) and state law and who are exempt from minimum wage and overtime pay requirements. Exempt Team Members are compensated on a salary basis. Team Members will be informed whether their status is exempt or nonexempt and should consult their supervisor with any questions or concerns regarding this status.

Full Time Exempt Team Members: Full Time Exempt Team Members are team members who regularly work either a 42- or 45-hour workweek, depending upon the individual position. Full-time, salaried team members are eligible for our fringe benefits package in accordance with their position and length of employment. Full-time, exempt team members are not entitled to overtime pay.

Nonexempt Team Members

Nonexempt Team Members are Team Members whose job positions do not meet FLSA or applicable state exemption tests, and who are not exempt from minimum wage and overtime pay requirements. Nonexempt Team Members are eligible to receive overtime pay for hours worked in excess of 40 hours in a given week, or as otherwise required by applicable state law. Team Members will be informed whether their status is exempt or nonexempt and should consult their supervisor with any questions or concerns regarding this status.

Full Time, Hourly Team Members: Full Time, Hourly Team Members regularly work a 40-hour workweek and are eligible for our fringe benefits package in accordance with their position and length of employment.

Part-Time Team Members:

Part time team members who work, and maintain, an average of 30.0 hours per week are eligible for insurance. In addition, part time team members who have at least two years of service, who work and maintain an average of 32.0 hours per week, are eligible for vacation and personal days.

Part-Time Team Members who work less than 30 hours each week are eligible for statutory benefits only. Statutory benefits are mandated by federal, state, or local law and include Paid Sick Time, Social Security, Workers' Compensation insurance and unemployment compensation insurance.

Access to Personnel Files and Wage Records

Team Members may review or obtain a copy of their personnel file, generally not more than two times per calendar year, by submitting a written request to Human Resources. The review will take place in the presence of a Company representative during normal business hours.

Team Members who disagree with any of the information contained in their personnel file should notify Human Resources. If a Team Member and the Company cannot agree to remove or correct the specified information, the Team Member can submit a written statement explaining their position regarding the disputed information. The statement will be maintained as part of the Team Member's personnel file and included in any disclosure to a third party.

Upon request, Team Members will also be allowed to inspect certain paper or electronic wage records maintained by the Company. Such records include the amount of pay per pay period, hours worked, rate of pay, vacation pay, and deductions from wages. These records are maintained by the Company for at least three years after entry. Team Members will be allowed to inspect such wage records at a reasonable time and place. Upon request, Team Members will be provided with a copy of the wage records within ten business days.

Background Checks

The Company recognizes the importance of maintaining a safe, secure workplace with Team Members who are qualified, reliable, and nonviolent, and who do not present a risk of serious harm to their coworkers or others. The Company reserves the right to investigate an individual's prior employment history, personal references, and educational background, as well as other relevant information. Consistent with legal or contractual requirements, the Company also reserves the right to obtain and to review an applicant's or a Team Member's criminal conviction record, and related information, and to use such information when making employment decisions, but only to the extent permissible under applicable law.

The Company is an equal opportunity employer and will comply with applicable federal, state, and local laws relating to the use of background checks for employment purposes.

Employment Eligibility and Work Authorization

The Company is committed to employing only individuals who are authorized to work in the United States and who comply with applicable immigration and employment law. As a condition of employment, every individual must provide satisfactory evidence of their identity and legal authority to work in the United States within three business days of commencing employment. If the Team Member cannot verify their right to work in the United States within three business days of employment, the Company will be required to terminate their employment immediately.

Performance Reviews

Performance evaluations are generally scheduled once a year or upon a change in assignments, however, supervisors and Team Members are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. A positive performance review does not guarantee a salary increase or a promotion. These decisions are made at the discretion of the Company and depend on a number of factors in addition to a Team Member's individual performance

Additionally, a performance evaluation typically occurs at the end of the 60-day introductory period.

Personal Data Changes

Maintaining accurate information in our files is important for recordkeeping, payroll and benefits related purposes. Changes in name, address, telephone number, marital status, number of dependents, next of kin and/or beneficiaries should be given to Human Resources promptly.

Reference Checks

So that the Company can handle requests for job references in a consistent, fair, and lawful manner, all requests for official job references on behalf of the Company should be forwarded to Human Resources. In response to job reference requests, the Company will only confirm current or former Team Members' dates of employment and job title. If a Team Member or former Team Member submits written authorization, the Company will also provide information regarding salary or wage history.

Romantic and Family Relationships at Work

We will not take any adverse employment action against any Team Member for engaging in romantic relationships during nonworking hours away from company premises. However, we will consider such relationships when they affect a Team Member's job performance, occur during working time, occur on company premises, or pose a danger of a conflict of interest.

A familial or intimate relationship among Team Members can create an actual or at least potential or perceived conflict of interest in the employment setting, especially if one relative, spouse, partner, or member of a relationship, supervises another relative, spouse, partner, or member. To avoid this problem,

we may refuse to hire or place a relative or other intimately associated individual in a position where the potential for favoritism or a conflict exists.

If two Team Members marry, become related or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. In other cases where a conflict or the potential for a conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment, at the discretion of the Company.

For the purposes of this policy, a "relative" is any person who is related by blood or marriage, or whose relationship with the Team Member is similar to that of persons who are related by blood or marriage (e.g., domestic partnership or civil union status).

Voluntary Open-Door Policy

We recognize that Team Members may have suggestions for improving our workplace, as well as complaints about the workplace. We feel that the most satisfactory solution to a job-related problem or concern is usually reached through a prompt discussion with a Team Member's supervisor. Team Members should feel free to contact their supervisor with any suggestions and/or complaints.

Workplace Conduct

Alcohol Handling Policy

The sale of alcoholic beverages in Massachusetts is a licensed privilege that brings responsibilities for both you and the company. Associates who handle alcohol will receive training in many different forms, including in house training seminars and meetings.

The responsibilities of an associate who sells alcohol fall into three categories:

1. Preventing sales to minors – you and Crosby's Markets, are responsible under both criminal and civil statutes for selling to a person who is under the legal drinking age of 21
2. Preventing sales to intoxicated persons – you and Crosby's Markets are responsible under both civil and criminal statutes for selling to a person whom you knew or should have known was intoxicated
3. Preventing second party sales – you and Crosby's Markets are responsible not to permit a second party sale, or delivery to a minor or intoxicated person. It is illegal to sell to a person that is attempting to purchase alcoholic beverages for a minor or intoxicated person.

Associates selling alcohol are required to obtain proper identification from a customer proving they are of legal age. Proper identification is a Massachusetts State license, Massachusetts State Liquor I.D. or Out of State proper ID. Out of state ID's must be approved by a Manager. Associates are required to obtain proper I.D. from every customer at every sale and there are no exceptions.

Associates under the age of 18 are not allowed to handle alcohol at any time.

Alcoholic beverages that are not being stocked are to be locked up at all times. Violation of this policy will lead up to and including termination.

Attendance and Punctuality

Team Members are expected to be regular in attendance and to be punctual. Any tardiness or absence causes problems for fellow Team Members and supervisors. If Team Members are absent, their workload must be performed by others, just as they must assume the workload of others who are absent. To limit problems caused by Team Member absences or tardiness, we have adopted the following policy that applies to absences not previously approved by the Company.

Team Members are expected to report to work as scheduled, be on time and be prepared to start work. Team Members are also expected to remain at work for their entire work schedule, except for meal or break periods, or when required to leave on authorized company business or otherwise authorized to leave. Non-approved late arrivals, early departures or other absences from scheduled hours are disruptive and must be avoided.

Team members shall enter and leave the store only through the main front doors.

If Team Members are unable to report for work on any particular day, they must call their supervisor as soon as practical before the time the Team Member is scheduled to begin working for that day. The Company may inquire about the general reason for an absence or tardiness. Unless extenuating circumstances exist, Team Members must call in on each and every day they are scheduled to work but will not report to work.

Excessive absenteeism or tardiness may result in disciplinary action up to and including termination of employment unless the absence or tardiness is legally protected. The following types of time off will not be considered grounds for disciplinary action under this policy:

- Excused time off, including vacation and other forms of paid time off;
- Sick leave provided under a mandatory sick leave law;
- Approved leaves of absence, including jury duty leave, military leave, leave protected under the Family and Medical Leave Act or similar state laws, and time off or leave provided under the Americans with Disabilities Act or similar state laws; and/or
- Time off due to a work-related injury that is covered by workers' compensation.

Each situation of absenteeism or tardiness will be evaluated on a case-by-case basis. Even one unexcused absence or tardiness may be considered excessive, depending upon the circumstances. However, the Company will not subject Team Members to disciplinary action or retaliation for an absence or for tardiness that is legally protected. If the Team Member believes that their absence or lateness to work is legally protected, the Team Member should notify their manager of this fact at the time of the absence or tardiness. Team Members will not be required to reveal the nature of any underlying medical condition. If a Team Member believes they have been mistakenly subject to disciplinary action for an absence or for tardiness that the Team Member believes is legally protected, the Team Member should promptly discuss the matter with their manager or Human Resources.

Absent extraordinary circumstances or a legally protected reason, if Team Members fail to report for work without any notification to their supervisor and their absence continues for a period of 3 days, the Company will consider that the Team Member has abandoned and voluntarily terminated their employment.

Confidential Company Information

The Company's confidential and proprietary information is vital to its current operations and future success. Each Team Member should use all reasonable care to protect or otherwise prevent the unauthorized disclosure of such information.

In no event should Team Members disclose or reveal confidential information within or outside the Company without proper authorization or purpose.

Conflicts of Interest

Team Members must conduct themselves in such a way as to avoid actual or potential conflicts of interest. If a Team Member finds that they have, or are considering the assumption of, a financial interest or outside employment relationship that might involve a conflict of interest, or if the Team Member is in

doubt concerning the proper application of this policy, they should promptly discuss the matter with Human Resources and refrain from exercising responsibility on the Company's behalf in any manner that might reasonably be considered to be affected by any adverse interest.

Failure to disclose the fact of a conflict or potential conflict may constitute grounds for disciplinary action.

This policy in no way prohibits Team Member affiliations or activities communications that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act, which includes the right of Team Members to organize collectively and to speak with others about their terms and conditions of employment.

Contact With the Media

If a Team Member is contacted by the media for comment, that contact should be forwarded to their Store Manager. Do not respond to media inquiries on the Company's behalf without authorization.

Good Housekeeping

Good work habits and a neat place to work are essential for job safety and efficiency. You are expected to keep your place of work organized and materials in good order at all times. Report anything that needs repair or replacement to your Supervisor.

A clean store is a better place to work. We are proud of our housekeeping and want the entire store and surrounding areas to be kept clean. We must maintain a reputation for a "clean" store. Do your part to keep this reputation by minimizing waste, damage and breakage. Help keep the store clean by picking up any loose papers, debris, etc.

Outside Employment

Employees are permitted to work a second job as long as it does not interfere with their job performance with Crosby's Markets. Having outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel or refusal to work overtime or different hours.

Employees must disclose their outside employment to their manager or Human Resources as soon as possible.

Parking

Parking facilities are available to team members and team members are required to park within the designated areas.

Crosby's is not responsible for loss, damage or theft of your vehicle. Therefore, we suggest that you lock your vehicle doors.

Personal Appearance

The image the Company projects to the public is reflected in the appearance of our Team Members. Simply stated, Team Members should look well-groomed and should be dressed appropriately for their specific duties. Team Members are expected to use good judgment in their appearance and grooming, keeping in mind the nature of the work, their own safety and the safety of co-workers, and their need to interact with the public.

Below are a few guidelines for professional appearance:

- Clean button-down collared shirt or Crosby's/Henry's polo shirt. All shirts must be clean and tucked in. No tee shirts of any kind.
- Pants should be neat and clean. No sweatpants, jogging pants, denim jeans or extreme dress as deemed by the store manager.
- If you choose to wear a sweatshirt, you must wear a collared shirt underneath it.
- A clean apron may-be worn.
- No sandals or any form of open-toed shoes.
- Hair should be clean and well groomed. Long Hair should be pulled back away from face.
- Name Badges must be worn properly. No other pins or Buttons are to be worn.
- Proper hats or hairnets are required for all team members working in a food prep area.
- Beards, moustaches, and fingernails must be neat and well-trimmed, per order of the Board of health. A beard net to be worn where required.

All Associates should be easily identified with at least a Crosby's or Henry's logo.

We encourage Team Members to seek the advice of their supervisor or Human Resources if they have questions regarding appropriate dress or appearance at work. Team Members who report to work in a manner that violates this policy may be instructed by their supervisor to return home to change. The time that nonexempt Team Members are absent for this purpose will be unpaid unless state law requires otherwise.

Nothing in this policy is intended to prevent Team Members from wearing a hair or facial hair style that is consistent with their cultural, ethnic, or racial heritage or identity. This policy will be interpreted to comply with applicable local, state, or federal law.

Religious, Medical and Disability Accommodations

The Company will reasonably accommodate a Team Member's religious beliefs, medical condition, or disability by making exceptions to this policy. Team Members who need such an accommodation should contact their supervisor or Human Resources.

Personal Electronic Devices

Although the Company permits Team Members to bring personal electronic devices, including cellular phones, smartphones, and personal digital assistants, into the workplace, Team Members are expected to remember that working time is for work.

Therefore, Team Members should only engage in personal phone calls and other use of personal electronic devices during nonworking time, including meal and rest breaks. Outside of this time, personal phone calls and communications are for emergencies only.

Purchase Policy

General Purchases:

Team members may shop only on their own time. Under no circumstances may a team member shop during working hours.

Team members may make purchases, as any other customer, of merchandise that is. Similar to regular customers, team members must immediately remove purchased merchandise from the store. No merchandise of any type may be set aside for later removal from the store. No team member may price or set aside any package for their personal purchase.

Team members are not allowed to purchase reduced or marked down merchandise without Store Manager approval.

Store Consumption:

Team members desiring to purchase regularly pre-packaged food items for store consumption must purchase such articles through the team member checkout and arrange to attach the register receipt and a paid sticker to the article purchased.

These purchases should be made with the intent to consume completely, since storing of partially consumed items in chests or elsewhere is prohibited.

No After-Hours Purchases:

Merchandise may only be purchased when the store is open for business. Night crew personnel and others working in the store during closed hours should arrange to make purchases before the store closes. The practice of leaving money on the register to be rung up later is not permitted.

Violations of this policy will result in disciplinary action, up to and including discharge.

Reporting and Anti-Retaliation Policy

We Encourage a Speak Up Culture

Choosing to speak up about workplace concerns helps builds a healthy, ethical, and compliant company and is part of our culture. To promote that culture, the Company encourages Team Members to speak up and raise questions and concerns promptly about any situation that may violate our Code of Conduct, our core values or our policies. At our Company, our people are our most valuable asset. It benefits all of us if we raise our concerns so the Company may consider them carefully and address them properly.

Follow the Company's Commitment to our Code and the Law

The Company is deeply committed to promoting a culture of ethical conduct and compliance with:

- Our Code, Core Values, and policies;
- The laws, rules, and regulations that govern our business operations; and
- Best practices in accounting, auditing, and financial reporting matters.

We expect all of our Team Members, officers, directors, and agents to follow this commitment in all aspects of their work.

Raise Good Faith Questions and Concerns About Conduct that may Violate our Code

Consistent with our commitment to ethics, compliance, and the law, we welcome your good faith questions and concerns about any conduct you believe may violate our Code, especially conduct that may be illegal, fraudulent, unethical, or retaliatory. For purposes of this policy, and because our Code captures standards of ethics and compliance at a broad level, references to our "Code" should be read to encompass all of our obligations to perform our jobs in a manner that is consistent with the Company's policies and procedures, as well as applicable laws.

We promote an environment that fosters honest, good faith communications about matters of conduct related to our business activities, whether that conduct occurs within the Company, involves one of the Company's contractors, suppliers, consultants, or clients, or involves any other party with a business relationship to the Company.

Other parts of this handbook address the confidentiality of the Company's trade secrets and other proprietary information. Team Members should note that in raising any questions or concerns they may have about potentially illegal conduct, pursuant to the 2016 Defend Trade Secrets Act (DTSA):

- No individual will be held criminally or civilly liable under federal or state trade secret law for disclosure of a trade secret (as defined in the Economic Espionage Act) that is:
 - Made **in confidence to** a federal, state, or local government official, either directly or indirectly, or to an attorney, and made **solely for the purpose of** reporting or investigating a suspected violation of law; or,
 - Made in a complaint or other document filed in a lawsuit or other proceeding, **if such filing is made under seal** so that it is not made public; and
- An individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court or arbitration proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by court order or arbitration award.

The Company Does Not Tolerate Retaliation

Coming forward with questions or concerns may sometimes feel like a difficult decision, but we are committed to fostering an environment that does not deter individuals from speaking up when they observe conduct that may violate our Code. For that reason, the Company will not tolerate retaliation of

any kind because a Team Member in good faith raises a question or concern about a violation or suspected violation of our Code, our policies, or the laws and regulations under which we do business, or because the Team Member participates in or cooperates with an investigation of such concerns.

Retaliation is any conduct that would reasonably dissuade a Team Member from raising, reporting, or communicating about good faith concerns through our internal reporting channels or with any governmental authority, or from participating in or cooperating with an investigation or legal proceeding raising such concerns.

Retaliation may occur through conduct or written communication and may take many forms, including actual or implied threats, verbal or nonverbal behaviors, changes to the terms or conditions of employment, coercion, bullying, intimidation, or deliberate exclusionary behaviors.

The following are examples of potential retaliation the Company prohibits:

- Adverse employment action affecting a Team Member's salary or compensation;
- Demotion, suspension, or termination of employment;
- Taking away opportunities for advancement;
- Excluding a Team Member from important meetings;
- Threatening a Team Member who has made a report;
- Directing a Team Member who has made a report not to report to outside regulators;
- Deliberately rude or hostile behaviors or speech; and
- Creating or allowing the creation of a work atmosphere that is hostile toward a Team Member who has reported a concern.

It is the Company's policy to adhere to all applicable laws protecting our Team Members against unlawful retaliation or discrimination as a result of their raising good faith questions or concerns. If you are ever aware of an instance or threat of retaliation, please immediately report it.

Please note that nothing in this policy prevents the Company from taking appropriate disciplinary or other legitimate employment action consistent with its usual disciplinary practices and the law. In addition, this policy prohibits and does not protect Team Members who knowingly and intentionally raise false concerns or reports.

How to Raise Questions and Concerns

Team Members can submit their good faith questions or concerns about conduct they believe may violate our Code, our policies or the laws and regulations under which we do business to:

- Their supervisor or manager
- Any Company leader
- Human Resources

When a Team Member raises a concern, the Company will maintain confidentiality to the fullest extent possible, consistent with applicable legal requirements and the need to conduct an adequate investigation or review.

When raising concerns, we ask that Team Members provide as much detailed information as possible, including the background and history of the concern, names, dates, and places where possible, and the reasons why the situation is cause for concern. This is especially important for concerns raised anonymously, so that the Company may conduct an appropriate review and, if necessary, begin an investigation. Please note as well that the Company does not prohibit anyone from electing to report concerns, make lawful disclosures, or communicate with any governmental authority about conduct believed to violate laws or regulations.

What the Company Will Do

The Company is committed to reviewing all reported concerns, conducting proper, fair, and thorough investigations tailored to the circumstances, and taking appropriate remedial and concluding steps as warranted. All action taken by the Company in response to a concern will necessarily depend on the nature and severity of the concern. This may include initial inquiries and fact-gathering to decide whether an investigation is appropriate and, if so, the form and scope of the investigation. Note that an investigation into concerns raised is not an indication that they have either been confirmed or rejected. The Company complies with the law in conducting investigations. The Company also expects Team Members to provide truthful information when participating in an investigation and during the investigation, to keep matters related to the investigation confidential.

Remember, all good faith concerns and reports raised under this policy will be taken seriously.

Adherence to This Policy

Team Members who believe that they have been subjected to any conduct that violates this policy may register a complaint using the procedures outlined above. Any Team Member who unlawfully discriminates or retaliates against another Team Member as a result of their protected actions as described in this policy may be subject to corrective action, up to and including termination.

Social Media

This policy governs Team Member use of social media, including any online tools used to share content and profiles, such as personal web pages, message boards, networks, communities, and social networking websites, apps, and blogs, including, but not limited to, Facebook, Twitter, LinkedIn, Tumblr, Instagram, and Reddit. The lack of explicit reference to a specific site or type of social media does not limit the application of this Policy.

The Company respects the rights of all Team Members to use social media. However, because communications by Company Team Members on social media could, in certain situations, negatively impact business operations, customer relations, or create legal liability, it is necessary for the Company to provide these guidelines. These guidelines are intended to help Team Members understand the types of conduct that are prohibited. This Policy will not be interpreted or applied so as to interfere with the rights of Team Members to discuss or share information related to their wages, hours, or other terms and conditions of employment.

Team Members engaging in use of social media are subject to all of the Company's policies and procedures, including, but not limited to the Company's policies: (1) protecting trade secrets and

confidential information related to the Company's operation; (2) safeguarding Company property; (3) prohibiting unlawful discrimination, harassment and retaliation; and (4) governing the use of Company computers, telephone systems, and other electronic and communication systems owned or provided by the Company.

Team Members are prohibited from the following:

- Disclosing on social media the Company's trade secrets or proprietary and confidential information related to products, production processes, designs, or using or disclosing documents or similar information that has been designated or marked as business sensitive, confidential/private, intellectual property, or business use only. Examples of confidential information include customer information, trade secrets, non-public financial performance information and strategic business plans, and does not include information related to a Team Member's own wages, hours and working conditions.
- Disclosing on social media a customer's, vendor's, partner's, or supplier's trade secrets or confidential information (as defined above) related to products, production processes, designs, or using or disclosing documents or information that have been designated or marked as business sensitive, confidential/private, intellectual property, or business use only.
- Using social media to post or to display comments about co-workers, supervisors, customers, vendors, suppliers, or members of management that are obscene, physically threatening or intimidating, or otherwise constitute a violation of the Company's workplace policies against discrimination, retaliation, or harassment.
- Posting or displaying on social media content that is an intentional public attack on the quality of the Company's products and/or services in a manner that a reasonable person would perceive as calculated to harm the Company's business and is unrelated to any Team Member concern involving wages, hours, or other terms and conditions of employment.
- Unless authorized and approved by the Company, disclosing, or publishing on social media any promotional content about the Company or its products.
- Engaging in activities that involve the use of social media to violate other established Company policies or procedures.
- Using social media while on working time unless it is being used for Company business and with the authorization of the Company.
- Posting a photograph of a vendor, supplier, or customer on social media without that individual's express permission.

Violations of this Policy may result in disciplinary action, up to and including termination of employment. Team Members with questions regarding this policy may contact their supervisor or Human Resources.

Team Members may not use employer-owned equipment, including Company information technology, Company-licensed software, or other electronic equipment, or facilities or Company time, to conduct personal blogging or social networking activities.

Team Members should know that the Company has the right to and will monitor the use of its information technology, telephone, and other equipment and systems, as well as any publicly accessible social media. Team Members should expect that any information created, transmitted, downloaded, exchanged, or discussed on publicly accessible online social media may be accessed by the Company at any time without prior notice.

Social media account ownership: To the extent Team Members are authorized as part of their job duties to use social media account(s) to advance the Company's interests, the Company, not the Team Member, owns the account(s) and Team Members are required to return all logins and passwords for such accounts at the end of employment.

Standards of Conduct

To assure safety and security and provide the best possible work environment, we expect Team Members to follow basic, common-sense rules of conduct that will protect everyone's interests and safety. It is not possible to list all forms of behavior that are considered unacceptable in the workplace, but the following are examples of infractions that may result in disciplinary action, including termination:

- Falsification of employment records, employment information or other records;
- Recording the work time of another Team Member or allowing falsification of any timecard, whether yours or another Team Member's;
- Theft or the deliberate or careless damage of any company, Team Member or client property;
- Use of company materials, supplies, tools, or products for personal reasons without advanced permission from management;
- Abuse of the Company's electronic resources, including sending personal emails during working time or in a manner that interferes with the Team Member's work performance;
- Possessing, distributing, selling, transferring, or using or being under the influence of alcohol or illegal drugs in the workplace;
- Provoking a physical fight or engaging in physical fighting during working hours or on premises owned or occupied by the Company;
- Carrying firearms, weapons, or dangerous substances at any time, on premises owned or occupied by the Company, unless state law provides otherwise.
- Using abusive, violent, threatening, or vulgar language at any time during working hours or while on premises owned or occupied by the Company;
- Absence of 3 consecutive scheduled workdays without prior notice to the Company;
- Failing to obtain permission to leave work during normal working hours;
- Failing to observe working schedules, including meal and rest breaks;
- Abusing or misusing paid sick leave. **Note: For Team Members subject to mandatory sick leave laws, the provisions of the applicable policy govern sick leave issues;**
- Failing to provide a certificate from a health care provider when requested or required to do so in accordance with applicable law;
- Working overtime without authorization or refusing to work assigned hours;
- Violating any safety, health or security policy, rule, or procedure of the Company; and
- Committing a fraudulent act or intentional breach of trust under any circumstances.

Although employment may be terminated at-will by either the Team Member or the Company at any time, without following any formal system of discipline or warning, we may exercise discretion to utilize forms of discipline that are less severe than termination. Examples of less severe forms of discipline include verbal warnings, written warnings, demotions, and suspensions. Although one or more of these forms of discipline may be taken, no formal order or procedures are necessary. The Company reserves the right to determine which type of disciplinary action to issue in response to any type of performance issue or rule violation. This statement of prohibited conduct does not alter or limit the policy of at-will employment.

Time Off and Leaves of Absence

In accordance with federal and state laws, Crosby's Markets offers the following types of leaves. Any questions regarding any type of leave should be directed to Human Resources.

Abuse Victim Leave

Employees who are victims of abusive behavior, defined for purposes of this policy to include domestic violence, stalking, sexual assault and kidnapping, or that have a family member who is a victim of abusive behavior may take up to 15 days of unpaid leave within a 12-month period to address issues related to the abuse. Employees must exhaust any available annual vacation leave, PTO, personal leave and sick leave, if applicable. An employee who is the perpetrator of the abusive behavior is not eligible for leave under this policy.

Employees may take up to 15 days of leave within a 12-month period. The 12-month period begins on the date of an employee's first use of such leave and ends 12 months after that date. Where they overlap, leave taken under this policy will run concurrently with leave under the federal Family and Medical Leave Act.

All information and documentation related to an employee's use of domestic violence leave will be kept confidential, unless such disclosure is expressly required by law, requested in writing by the employee or necessary to protect the safety of the employee or other employees.

Upon return from leave, employees will be restored to their original position or to an equivalent position. The Company will not take any adverse action against an employee for exercising their rights under this policy. Additionally, employees taking leave under this policy will not lose any benefits accrued prior to the start of the leave.

Bereavement Leave

If a death occurs in your family, you will be compensated for time lost from your regular work schedule in accordance with the following guidelines.

- Team Members will be paid up to five bereavement days for hours scheduled following the loss of a spouse or a child.
- Team Members will be paid up to three bereavement days for hours scheduled following the loss of a Team Members grandchild, grandparent, parent, brother, sister, mother-in-law, father-in-law, brother-law, or sister-in-law.

Team Members must notify their supervisor as soon as possible if they need to take bereavement leave. Approval of bereavement leave will occur in the absence of unusual Company operating requirements. Any Team Member may, with their supervisor's approval, use any available paid leave for additional time off beyond the above stated days as necessary.

Crime Witness Leave

Employees who are victims of a crime may time off from work to appear as a witness in a criminal proceeding regarding that crime. Leave under this policy will be unpaid except that exempt employees will not incur any reduction in pay for a partial week absence due to witness duty. Employees should notify the Company of their required service prior to the day of attendance.

Emergency Responder Leave

Employees who serve as volunteer firefighters or emergency medical technicians may take time off from work to respond to an emergency that occurred prior to the time the employee is scheduled to report to work. For purposes of this policy, "respond to an emergency" means responding to, working at the scene of, or returning from a fire, rescue, emergency medical service call, hazardous materials incident or a natural or man-made disaster in the good faith belief that such action is necessary to prevent the imminent loss of life or property.

Leave under this policy will be unpaid except that exempt employees may be paid, as required by law. The Company may request employees to provide a statement signed by the chief of the fire or ambulance department certifying the date and time the employee responded to and returned from the emergency.

Family and Medical Leave

The Company will grant family and medical leave in accordance with the requirements of applicable federal and state law in effect at the time the leave is granted. Although the federal and state laws have different names, the Company refers to these types of leaves collectively as "FMLA Leave." In any case, Team Members will be eligible for the most generous benefits available under applicable law.

Team Member Eligibility

To be eligible for FMLA leave benefits, Team Members must: (1) have worked for the Company for a total of at least 12 months; (2) have worked at least 1,250 hours over the previous 12 months as of the start of the leave; and (3) have worked at a location where at least 50 Team Members are employed by the Company within 75 miles, as of the date the leave is requested. Eligibility requirements may differ for Team Members who have been on a protected military leave of absence. If Team Members are unsure whether they qualify for FMLA leave, they should contact Human Resources.

Reasons for Leave

Federal and state laws allow FMLA leave for various reasons. FMLA leave may be used for one of the following reasons, in addition to any reason covered by an applicable state family/medical leave law:

- The birth, adoption, or foster care of a Team Member's child within 12 months following birth or placement of the child (Bonding Leave);
- To care for an immediate family member (spouse, child, or parent) with a serious health condition (Family Care Leave);

- A Team Member's inability to work because of a serious health condition (Serious Health Condition Leave);
- A "qualifying exigency," as defined under the FMLA, arising from a spouse's, child's, or parent's "covered active duty" as a member of the military reserves, National Guard or Armed Forces (Military Emergency Leave); or
- To care for a spouse, child, parent or next of kin (nearest blood relative) who is a "Covered Servicemember," (Military Caregiver Leave).

Length of Leave

The maximum amount of FMLA leave will be 12 workweeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and (4) Military Emergency Leave. However, if both spouses work for the Company and are eligible for leave under this policy, the spouses will be limited to a total of 12 workweeks off between the two of them when the leave is for Bonding Leave or to care for a parent using Family Care Leave. The applicable "12-month period" utilized by the Company is a rolling 12-month period measured backward from the date a Team Member first takes FMLA leave. Under this method the 12-month period is measured backward from the day the Team Member uses any FMLA leave.

The maximum amount of FMLA leave for a Team Member wishing to take Military Caregiver Leave will be a combined leave total of 26 workweeks in a single 12-month period. A "single 12-month period" begins on the date of the Team Member's first use of such leave and ends 12 months after that date.

If both spouses work for the Company and are eligible for leave under this policy, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Military Emergency Leave, Bonding Leave and/or Family Care Leave taken to care for a parent.

To the extent required by law, some extensions to leave beyond a Team Member's FMLA entitlement may be granted when the leave is necessitated by a Team Member's work-related injury or illness or by a "disability" as defined under the Americans with Disabilities Act and/or applicable state or local law. Certain restrictions on these benefits may apply.

Intermittent or Reduced Schedule Leave

Under some circumstances, Team Members may take FMLA leave intermittently, which means taking leave in blocks of time or reducing the Team Member's normal weekly or daily work schedule. Leave taken intermittently may be taken in increments of no less than one hour. Team Members who take leave intermittently or on a reduced work schedule basis for planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt the Company's operations. Please contact Human Resources prior to scheduling medical treatment. If FMLA leave is taken intermittently or on a reduced schedule basis due to planned medical treatment, we may require Team Members to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

If a Team Member's request for intermittent leave is approved, the Company may later require Team Members to obtain recertification of their need for leave.

Notice and Certification

Bonding, Family Care, Serious Health Condition and Military Caregiver Leave Requirements

Team Members are required to provide 30 days' advance notice when the need is foreseeable or such notice that is both possible and practical if the leave must begin in fewer than 30 days.

Recertification After Grant of Leave

In addition to the requirements listed above, if a Team Member's Family and Medical Leave is certified, the Company may later require medical recertification in connection with an absence that the Team Member reports as qualifying for Family and Medical Leave. For example, the Company may request recertification if (1) the Team Member requests an extension of leave; (2) the circumstances of the Team Member's condition as described by the previous certification change significantly (e.g., Team Member absences deviate from the duration or frequency set forth in the previous certification; Team Member's condition becomes more severe than indicated in the original certification; Team Member encounters complications); or (3) the Company receives information that casts doubt upon the Team Member's stated reason for the absence. In addition, the Company may request recertification in connection with an absence after six months have passed since the Team Member's original certification, regardless of the estimated duration of the serious health condition necessitating the need for leave. Any recertification requested by the Company will be at the Team Member's expense.

Military Emergency Leave Requirements

Team Members are required to provide:

- As much advance notice as is reasonable and practicable under the circumstances;
- A copy of the covered servicemember's active-duty orders when the Team Member requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the servicemember's leave; and
- A completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Certification forms are available from Human Resources.

Failure to Provide Notice or Certification and to Return from Leave

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If a Team Member fails to return to work at the leave's expiration and has not obtained an extension of the leave, the Company may presume that the Team Member does not plan to return to work and has voluntarily terminated their employment.

Compensation During Leave

Generally, FMLA leave is unpaid. However, Team Members may be eligible to receive benefits through state-sponsored programs or the Company's sponsored wage-replacement benefit programs, as applicable. Team Members may also choose to use accrued vacation and sick leave, to the extent

permitted by law and the Company's policy. All payments of wage-replacement benefits and accrued paid leave will be integrated so that Team Members will receive no greater compensation than their regular compensation during this period. The Company may require Team Members to use accrued vacation and sick leave to cover some or all of the FMLA leave, as permitted by law. The use of paid benefits will not extend the length of FMLA leave.

Unless permissible under state law, Team Members are prohibited from working for someone else while on the Company's payroll during our core business hours or any hours that might interfere with a Team Member's ability to get work done for the Company.

Benefits During Leave

The Company will continue making contributions to Team Members' group health benefits during their leave on the same terms as if the Team Members had continued to actively work. This means that if Team Members want their benefits coverage to continue during their leave, they must also continue to make the same premium payments that they are now required to make for themselves or their dependents. Team Members taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Emergency Leave will generally be provided with group health benefits for a 12-workweek period. Team Members taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. In some instances, the Company may recover premiums it paid on a Team Member's behalf to maintain health coverage if the Team Member fails to return to work following FMLA leave.

A Team Member's length of service as of the leave will remain intact, but benefits such as vacation and sick leave may not accrue while on an unpaid FMLA leave.

Job Reinstatement

Under most circumstances, Team Members will be reinstated to the same position they held at the time of the leave or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. However, Team Members have no greater right to reinstatement than if they had been continuously employed rather than taken leave. For example, if a Team Member would have been laid off or their position would have been eliminated even if they had not gone on leave, then the Team Member will not be entitled to reinstatement.

Prior to being allowed to return to work, a Team Member wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the Team Member can perform the essential functions of the job as those essential functions relate to the Team Member's serious health condition.

Confidentiality

Documents relating to medical certifications, recertifications or medical histories of Team Members or Team Members' family members will be maintained separately and treated as confidential medical records, except that in some legally recognized circumstances, the records (or information in them) may be disclosed to supervisors and managers, first aid and safety personnel or government officials.

Fraudulent Use of FMLA Prohibited

A Team Member who fraudulently obtains Family and Medical Leave from the Company is not protected by FMLA's job restoration or maintenance of health benefits provisions. In addition, the Company will take all available appropriate disciplinary action against such Team Member due to such fraud.

Nondiscrimination

The Company takes its FMLA obligations very seriously and will not interfere with, restrain, or deny the exercise of any rights provided by the FMLA. We will not terminate or discriminate against any individual for opposing any practice, or because of involvement in any proceeding related to the FMLA. If a Team Member believes that their FMLA rights have been violated in any way, they should immediately report the matter to Human Resources.

Jury Duty Leave

The Company encourages all Team Members to fulfill their civic responsibilities and to respond to jury service summons or subpoenas, attend court for prospective jury service or serve as a juror. Under no circumstances will Team Members be terminated, threatened, harassed, coerced, or penalized because they request or take leave in accordance with this policy.

All Team Members, including temporary Team Members, will receive their regular compensation during the first three days of jury service. Any additional time off under this policy will be without pay, except that exempt Team Members will not incur any reduction in pay for a partial week's absence due to jury duty.

Team Members scheduled to work at night will not be required to: (1) work beyond midnight the night before first day of jury service; (2) work while impaneled on a trial unless authorized by the judge; or (3) be required to work on the last day of service if released by the court after 4 p.m.

Team Members should provide their supervisor with notice of any jury summons or subpoena within a reasonable amount of time after receipt and before their appearance is required. Verification from the court clerk of having served may also be required.

Military Leave

Both state and federal law provide employees with the right to take leave in order to serve in the military. At the federal level, military leave rights are governed by the Uniformed Services Employment and Reemployment Rights Act, commonly referred to as USERRA. This policy discusses military leave under USERRA.

USERRA establishes a "floor" for employees' rights with respect to military leaves. States may provide an employee with greater or additional rights with respect to military leaves than those under USERRA. If the employee works in a state that provides rights greater than those provided under USERRA, the Company will provide those rights. If an employee plans to request leave based on military service, they should

contact Human Resources for information on any additional rights or requirements, if applicable, under state law.

Eligibility for Leave

The Company provides unpaid military leaves of absence to employees who serve in the uniformed services as required by USERRA and applicable state laws. The uniformed services are defined as the Army, Navy, Marine Corps, Air Force, Coast Guard, Army National Guard, Air National Guard, Commissioned Corps of the Public Health Service and any other category of persons designated by the President of the United States in time of war or national emergency. The uniformed services also include participants in the National Disaster Medical System when activated to provide assistance in response to a public health emergency, to be present for a short period of time when there is a risk of a public health emergency, or when they are participants in authorized training. Members of the armed forces of the Commonwealth, including the state defense force, the state staff, or the armed forces of another state or territory who are employed within Massachusetts and ordered to active duty under state or federal law, are also entitled to the rights, protections, privileges and immunities provided under USERRA.

Service consists of performing any of the following on a voluntary or involuntary basis: active duty, active duty for training, initial active duty, inactive duty training, full time National Guard duty, state active duty for a period of 14 days or more, state active duty in response to a national emergency declared by the President under the National Emergencies Act or in support of a major disaster declared by the President under Section 401 of the Stafford Act, absence from work for an examination to determine fitness for such duty, and absence for performing funeral honors duty.

For purposes of this policy, "state active duty" means training or other duty, other than inactive duty, performed by a member of the National Guard of a state, under the authority of the Governor of a state. It does not include duty performed under federal authority (such as Title 10 or Title 32) or duty for which the National Guard member is entitled to pay from the federal government. A "state" includes the several states of the U.S., the District of Columbia, Puerto Rico, Guam, the Virgin Islands and other U.S. territories.

Total military leave time may not exceed five years during employment, except in certain, defined circumstances; for example, when military service in the armed forces of the Commonwealth is in support of a critical homeland security or emergency management operation, as determined by the adjutant general, it will not be counted toward the cumulative 5-year period of absence allowed for military leave.

Notice of Leave

Advance notice of leave is required, preferably in writing, unless giving of notice is impossible or unreasonable, or notice is prohibited by military necessity (which is defined by the United States Department of Defense). When notice is required, employees must provide their supervisor with as much advance notice as possible of any anticipated leave of absence for military service.

Compensation and Benefits During Leave

Accrued, unused vacation or PTO will be paid during military leave at the employee's request. After 30 days of continuous military leave, employees may elect to continue their health plan coverage at their own expense, for up to 24 months or during the remaining period of service, whichever is shorter.

Reinstatement

In order to be eligible for reinstatement, an employee must have provided advance notice of the need for military leave (where required) and have completed their service on a basis that is not dishonorable or otherwise prohibited under USERRA.

- Employees whose military service will be for fewer than 31 days must report back to work at the beginning of the first full, regularly scheduled workday following completion of service, after allowing for a period of safe travel home and eight hours of rest.
- Employees whose military service will be for more than 30 days, but fewer than 181 days must apply for re-employment within 14 days after completing service.
- Employees whose service is greater than 180 days must apply for re-employment within 90 days after completing service.

As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in loss of reemployment rights. Full details regarding reinstatement are available from Human Resources.

In general, an employee returning from military leave will be re-employed in the position and seniority level that the employee would have attained had there been no military leave of absence. If necessary, the Company will provide training to assist the employee in the transition back to the workforce.

Vacation benefits do not continue to accrue during a military leave of absence. An employee returning from military leave is entitled to any unused, accrued vacation benefits the employee had at the time the military leave began minus any vacation benefits the employee chose to use during the leave. Upon reinstatement, the employee will begin to accrue vacation benefits at the rate they would have attained if no military leave had been taken.

Massachusetts Paid Family and Medical Leave

In accordance with the Massachusetts Paid Family and Medical Leave Law ("MPFMLL"), if eligible, Team Members are able to take Paid Family and Medical Leave. Team Members are also eligible to receive partial wage replacement benefits during the leave the Company's private plan (collectively with the plan administrator, "the Plan").

Eligible Team Members

This policy applies to eligible Massachusetts-based Team Members including full-time, part-time, permanent, or seasonal workers, as well as some former Team Members. To be eligible for paid family and medical leave ("PFML"), Team Members must meet financial eligibility requirements established by the Plan, and former Team Members cannot have been separated from the Company for more than 26 weeks. Participation in the program is not optional for these Team Members.

For team members who do not meet the qualifications for MA Paid Family and Medical Leave or Federal Family and Medical Leave, please contact Human Resources for the MA Parental Leave policy.

Contributions

PFML benefits are funded by contributions from both the Company and the Team Member. Team Member contributions are made through payroll deductions, and the amount of the contribution depends on the Team Member's average weekly wage. The maximum deduction amount will be adjusted periodically by the Plan. The amount of any deduction taken will be reflected on a Team Member's paystub.

Reasons For and Length of Leave

Eligible Team Members may be entitled to:

- Up to a maximum of 12 weeks of PFML in a benefit year for the birth, adoption, or foster care placement of a child within the first 12 months following birth, adoption, or placement; or due to a qualifying exigency arising because a family member is on active duty or has been notified of an impending call to active duty in the United States Armed Forces.
- Up to a maximum of 20 weeks of PFML in a benefit year to attend to their own serious health condition that incapacitates them from work.
- Up to a maximum of 26 weeks of PFML in a benefit year to care for a family member who is a covered service member undergoing medical treatment or otherwise addressing consequences of a serious injury or illness related to the family member's military service.
- Up to a maximum of 12 weeks of PFML in a benefit year to care for a family member with a serious health condition.

A covered Team Member is allowed a maximum of 26 weeks of PFML, in the aggregate, in a benefit year.

Wage Replacement Benefits

Eligible Team Members may receive wage replacement benefits from the Plan. The amount of wage replacement benefits is calculated based on the Team Member's average weekly wage in relation to the state average weekly wage and is capped at a maximum weekly benefit amount that is adjusted annually. PFML benefits are administered by the Plan. There is generally a seven-day waiting period after an application for a PFML benefit is approved before benefit payments begin. Team Members may use available vacation, sick leave (if applicable) or other paid time off during the waiting period. The waiting period is included in and counts against a Team Member's total leave entitlement. Each leave event has a seven-day waiting period (except that there is no waiting period for bonding leave when medical leave related to pregnancy rolls into family leave to bond with a child).

Health Benefits

During approved PFML, the Company will continue making contributions for a Team Member's group health benefits on the same terms as if the Team Member had continued to work. This means that, if a Team Member wants benefits coverage to continue during PFML, the Team Member must continue to make any premium payments they were required to make for themselves or their dependents prior to the leave.

Intermittent Leave

Under some circumstances, Team Members can take PFML on an intermittent basis (i.e., taking leave in separate blocks of time) or on a reduced schedule basis (i.e., reducing the Team Member's normal weekly or daily work schedule). A Team Member may take PFML leave intermittently or on a reduced schedule basis to care for their own or a family member's serious health condition or to care for a family member who is a covered service member, if a health care provider determines it is medically necessary. If a Team Member requests intermittent or reduced schedule PFML for their own serious health condition, the Company may request additional information and will work with the Team Member to identify a schedule for leave that meets the Team Member's needs without unduly interrupting the Company's business operations (subject to the approval of the Team Member's health care provider).

In the case of PFML for the birth, adoption or foster care placement of a child, the Company will consider requests to take leave intermittently or on a reduced schedule on a case-by-case basis depending upon the needs of the Company.

Team Members may take PFML on an intermittent or reduced schedule basis when leave is due to a qualifying exigency.

PFML can be taken in increments of one hour. Taking leave intermittently or on a reduced leave schedule will result in a proportionate reduction in the Team Member's available allotment of leave. Team Members cannot apply for payment of benefits for intermittent PFML until they have accumulated eight hours of leave time or until 30 calendar days following the first use of intermittent leave, whichever comes first.

Team Members seeking intermittent PFML must notify the Plan and the Company of the schedule for intermittent leave. Team Members who are approved for and use intermittent leave and fail to work in accordance with an agreed-upon schedule may be subject to discipline. If a Team Member's use of intermittent PFML is inconsistent with the Plan's approval, the Company may also request additional information in support of the need for leave.

Applying For PFML Benefits

Forms to request leave are available on the company's website <http://crosbysmarkets.com/employees-only>. Team members are also encouraged to talk to their store manager regarding any next steps or questions regarding their leave and/or leave request.

Team Members will be required to submit to the Plan additional documentation supporting the need for leave. Required documentation may include, for example, a birth certificate or adoption paperwork for leave upon the birth or placement of a child or a medical certification from a health care provider for leave to care for the Team Member's or a family member's serious health condition.

Requesting PFML

Team Members must provide at least 30 days' advance written notice to the Company and specify the type of leave, the anticipated starting date of the leave, the anticipated length of the leave and the expected date of return. Written notice includes, but is not limited to, handwritten or typed notices, and all forms of written electronic communications such as text messages and email.

If the Team Member is unable to provide 30 days' notice due to circumstances beyond their control, the Team Member must provide notice as soon as practicable. Failure to provide timely notice may result in a denial or delay in a Team Member's receipt of PFML. A request for an extension must be filed 14 calendar days prior to the expiration of the original approved leave, unless good cause for the delay is shown.

Team Members who are planning medical treatment should consult with the Company in advance of an application to the Department and make a reasonable effort to schedule the treatment so that it will not unduly disrupt the Company's business operations (subject to approval from the Team Member's health care provider).

The Company will treat any medical or health information as confidential and will not disclose such information except with the permission of the Team Member requesting leave, unless disclosure is otherwise required by law.

The Plan will not accept an application for benefits if proper notice is not made to the Company as described above.

Return to Work

An eligible Team Member who takes PFML and returns to work on or before the approved leave's end date will be entitled to return to their former job or to an equivalent job with the same status, pay, employment benefits, length-of-service credit, and seniority as of the date of leave. Upon reinstatement, the Team Member will have the same rights to accrue vacation time, sick leave, bonuses, advancement, seniority, length-of-service credit, or other employment benefits, plans or programs. Taking PFML will not result in the loss of any employment benefit accrued prior to the date the leave began.

The Company may deny restoration to any Team Member if:

- Other Team Members of equal length of service credit and status in the same or equivalent positions have been laid off due to economic conditions or other changes in operating conditions; or
- The contract for employment for which the Team Member was hired has concluded and the Company would not have otherwise continued to employ the Team Member.

Coordination With Other Leaves and Benefits

Leave taken under the MPFML will run concurrently with leave taken under the Massachusetts Parental Leave Act, the federal Family and Medical Leave Act and any disability plan or employer paid family and medical leave program when the leave is for a qualifying reason under the other law, plan, or program. In no case will the combined pay an eligible Team Member receives through any wage-replacement program(s), including PFML benefits and any Company-provided paid family and medical leave program, exceed the Team Member's average weekly wage. Additionally, all wage-replacement benefits will be fully integrated to avoid duplication of benefits, to the fullest extent permitted by state or federal law.

Team Members taking continuous PFML may only use paid time off in a single block of time, either at the start or end of leave. Otherwise, Team Members who elect to use accrued paid leave benefits, such as,

vacation or sick time, for a MPFMLL qualifying leave will not be eligible for PFML wage replacement benefits in the same benefit week (or on the same benefit day for intermittent leave). The time taken for such leave will still be subtracted from the Team Member's overall leave entitlement under the MPFMLL.

Fraudulent Use of PFML Prohibited

Team Members who fraudulently obtain PFML benefits will not receive the protections and benefits provided by the law, and may be required to repay the Trust Fund for any benefits received.

Protected Rights

The Company takes its PFML obligations very seriously and will not interfere with, restrain, or deny the exercise of any right protected under the MPFMLL. The Company will not discriminate or retaliate against any individual because they use or request leave in accordance with this policy, file a complaint or institute a proceeding related to the MPFMLL, testify, or provide information in an inquiry or proceeding related to the MPFMLL, or otherwise exercise their rights under the MPFMLL. If a Team Member believes that their MPFMLL rights have been violated in any way, they should immediately report the matter to Human Resources.

Team Members may also contact Human Resources with questions regarding paid family and medical leave or benefits.

Paid Sick Time

The Company provides eligible Team Members with paid sick time in accordance with the requirements of the Massachusetts Earned Sick Time Law (ESTL).

Eligibility

All Team Members (whether full-time, part-time, temporary, or seasonal Team Members) whose primary place of work is in Massachusetts are eligible to accrue paid sick time.

Accrual of Sick Time

Eligible Team Members will begin to accrue paid sick time on the Team Member's first day of actual work. Sick time accrues at a rate of one hour of paid sick time for every 30 hours worked, up to a maximum accrual of 40 hours in a single calendar year. The Company's calendar year starts on the payroll year.

For accrual purposes, salaried exempt Team Members will be assumed to work 40 hours in a week unless the Team Member's regular workweek is less than 40 hours, in which case sick time accrues based upon that regular workweek. Nonexempt Team Members accrue paid sick time on all hours worked, including overtime hours. Team Members do not accrue paid sick time for hours during which they are not working, such as vacation, paid time off or while using paid sick time.

Eligible Team Members may not use accrued paid sick time until 90 days after the Team Member's first day of actual work.

Reasons Sick Time May be Used

Sick time may be used only for the following reasons:

- To care for the Team Member's child, spouse or parent who is suffering from a physical or mental illness, injury or medical condition that requires home care, professional medical diagnosis or care or preventative medical care;
- To care for the Team Member's own physical or mental illness, injury or medical condition that requires home care, professional medical diagnosis or care or preventative medical care;
- To attend the Team Member's routine medical appointment or a routine medical appointment for the Team Member's child, spouse, or parent; or
- To address the psychological, physical, or legal effects of domestic violence against the Team Member or the Team Member's child; or
- To travel to and from an appointment, pharmacy, or other location necessary for the purposes of the sick time.

The smallest amount of sick time a Team Member can use is one hour. Team Members who need to take more than one hour of paid sick time at one time can use sick time in increments of one hour.

The use of sick time for any other purpose is not allowed and may result in disciplinary action up to and including termination of employment. Paid sick time may not be invoked as an excuse for being late for work without an authorized purpose. A Team Member who exhibits a pattern of using sick time immediately before or after vacation, holiday or the weekend may be subject to discipline unless the Team Member provides documentation supporting that the time was used for an authorized purpose.

Requesting Sick Time and Documentation

Except in cases of emergency, Team Members must provide advance notice of the need to use paid sick time. If the need for paid sick time is foreseeable, Team Members must make a good faith effort to provide notice up to seven days in advance of the need for leave, unless they learn of the need to use sick time within a shorter period. If the need for sick time is unforeseeable, Team Members should make reasonable efforts to provide notice.

For multi-day absences, Team Members must provide notice of the expected duration of the sick time. If the expected duration is unknown, Team Members (or their spouse, adult family member or other responsible party) must provide notice of the need to use sick time on a daily basis, unless doing so is unreasonable under the circumstances.

Team Members taking leave under this policy are not required to search for or find a replacement Team Member to cover the periods of time for which they are absent from work.

To provide notice of the need to use sick time, Team Members should contact their Human Resources representative.

Team Members may be required to provide supporting documentation from a health care provider or some other form of appropriate certification that the use of paid sick time was for an authorized purpose when paid sick time use:

- Exceeds 24 consecutive scheduled work hours;
- Exceeds three consecutive days on which the Team Member was scheduled to work;
- Occurs within two weeks before a Team Member's final scheduled day of work before termination (except for temporary workers);
- Occurs after four unforeseeable and undocumented absences within a three-month period; or
- Is by a minor Team Member and occurs after three unforeseeable and undocumented absences within a three-month period.

Such certification must be provided within seven days after the leave, unless the Team Member can show good cause why more time is needed. Team Members may submit their documentation in person or by any reasonable method, including email.

If a Team Member unreasonably fails to comply with the documentation requirement, the Company will deduct the amount paid for sick time from future pay, as an overpayment.

Under some circumstances, Team Members may also be required to provide a fitness-for-duty certification, work release or other medical certification before returning to work.

Paid Sick Time Carryover

Team Members who have accrued sick time remaining at the end of the year may carry over up to 40 hours of the accrued and unused time to the next calendar year. However, Team Members may not use more than 40 hours of sick time in a calendar year. In addition, once a Team Member has a bank of 40 hours of sick time, no further sick time will accrue until previously accrued sick time is used.

The Company does not offer pay in lieu of actual sick time.

Effect on Other Rights and Policies

The Company may provide other forms of leave for Team Members to care for medical conditions or for reasons related to domestic violence or family leave under certain federal, state, and municipal laws. In certain situations, sick time under this policy may run at the same time as leave available under another federal, state, or municipal law, provided eligibility requirements for that law are met. The Company is committed to complying with all applicable laws. Team Members should contact their Human Resources representative for information about other federal, state, and municipal medical, domestic violence or family leave rights.

Confidentiality

The Company will not disclose evidence of domestic violence experienced by a Team Member unless the Team Member provides written consent for disclosure.

Sick Time Records

The Company maintains true and accurate records regarding accrual and use of sick time, in accordance with the ESTL. Team Members who request records pertaining to their accrual and/or use of sick time will

be provided a copy within 10 business days. Upon request, Team Members will also be allowed to inspect original paper or electronic records at a reasonable time and place.

Separation from Employment

Compensation for accrued and unused paid sick time is not provided upon separation from employment for any reason.

Team Members who are rehired within four months of the end of employment will immediately have access to previously accrued, unused paid sick time as of their first day of actual work. Team Members who are rehired between four and 12 months following the end of employment and who had at least 10 hours of accrued, unused sick time at the end of employment will immediately have access to such sick time as of their first day of work.

Retaliation Prohibited

The Company will not retaliate, or tolerate retaliation, against Team Members because they oppose practices they believe violate the ESTL or because they support another Team Member's exercise of rights under the ESTL.

Parental Leave

Eligible full-time employees working in Massachusetts are entitled to take up to eight weeks of unpaid leave per child for the birth of a child; or adoption of a child under 18 years of age or under 23 years of age if the child is mentally or physically disabled. If both spouses work for the Company and are eligible for leave under this policy, the spouses will be limited to a combined total of eight workweeks off for the birth, adoption, or placement of the same child.

Eligibility

Employees are eligible for leave under this policy if they are full-time have completed the initial probationary period.

Notice of Leave

Employees must give at least two weeks' notice of their anticipated date of departure and intention to return to work. If the need for leave arises under circumstances that, for reasons beyond the employee's control, do not allow for two weeks' notice, employees must give notice as soon as practicable.

Compensation and Benefits During Leave

Parental leave will be without pay, unless an employee chooses to use accrued paid vacation, personal, medical and/or sick leave concurrently with all or part of the unpaid parental leave. Sick leave may only be used during portions of the parental leave that qualify for leave under the Company's sick leave policy, however. The Company will not require an employee to use accrued paid vacation or sick leave concurrently with any part of a parental leave. However, if an employee's parental leave qualifies as leave

under the federal Family and Medical Leave Act, the two leaves will run concurrently. Eligible employees may apply for disability benefits related to their childbirth and/or pregnancy-related disabilities under the same terms and conditions that apply to other medical disabilities.

Parental leave will not affect the employee's rights to receive vacation time, sick leave, and other benefits for which the employee was eligible at the commencement of their leave.

Return to Work

At the conclusion of parental leave, employees will be reinstated to their previous position or to a similar position with the same status, pay, length of service credit and seniority as of the date of their leave, unless other employees of equal seniority and status in the same or similar position were laid off due to economic conditions or other changes in operating conditions during the employee's parental leave. However, employees returning from parental leave do retain any preferential consideration for another position to which they may be entitled as of the date of the leave.

If an employee requests and is granted an extension of parental leave beyond eight weeks, and if this extension is not covered by any other law such as the federal Family and Medical Leave Act (FMLA), the employee's job will not be protected beyond the initial eight-week period. Under these circumstances, the Company provides no assurance the employee will be restored to their previous position or a similar position when the extension expires

Anti-Discrimination

The Company will not discriminate or retaliate against employees because they request or take leave in accordance with this policy.

Small Necessities Leave

Employees eligible for leave under the Company's Family and Medical Leave policy may take an additional 24 hours of unpaid leave during a 12-month period in order to:

- Participate in school activities directly related to the educational advancement of their children (such as parent-teacher conferences and interviewing for new schools);
- Accompany their children to routine medical and dental appointments (such as check-ups or vaccinations); or
- Accompany elderly relatives (individuals who are at least 60 years old and related to the employee by blood or marriage) to medical or dental appointments or appointments for other professional services related to the elder's care (such as nursing home interviews).

Notice of Leave

When foreseeable, employees must request leave no less than seven days in advance. If need for the leave is not foreseeable, the employee must request the leave as soon as practicable under the circumstances.

Terms of Leave

Leave under this policy can be taken intermittently or on a reduced-schedule basis. In addition, employees may substitute accrued vacation and personal days for time off under this policy.

Time Off to Vote

The Company encourages all employees to fulfill their civic responsibilities and to vote in all public elections. Most employees' schedules provide sufficient time to vote either before or after working hours.

Employees who have less than two consecutive hours between the time their polling location opens and the time their scheduled shift begins may arrive late to work so that they have a total of two consecutive hours after the polls open to vote. Time off under this policy will be without pay, except that exempt employees may receive pay, as required by law.

Employees must provide reasonable advance notice of the need for time off to vote so that time off can be scheduled to minimize disruption to normal work schedules.

Vacation and Personal Days

The Company provides paid vacation benefits to its Team Members.

Full Timers, effective 1/01/21:

For those hired on or before August 31st, the hiring year is Year 1. For those hired on or after September 1st, the following calendar year is Year 1.

- Year 1: Eligible for 1 week of vacation, and one personal day
- Year 2: Eligible for 2 weeks of vacation and two personal days
- Year 3: Eligible for 3 weeks of vacation and three personal days
- Year 8: Eligible for 4 weeks of vacation and three personal days
- Year 15: Eligible for 5 weeks of vacation and three personal days

Part Timers

Part Time Associates Hired on, or before, 5/31/18: Associates who worked at least 1,000 hours during the previous payroll year will make the vacation list for the current payroll year. To be eligible for vacation in the current payroll year, associates must be on the vacation list and must maintain an average of no less than 20.0 hours per week. Associates who meet these requirements will be eligible for one week of paid vacation, based on their average hours, up to a maximum of 40.0 hours, at the time of their vacation.

Part Time Associates Hired on, or after, 6/01/18: Associates with two years of service by August 31st, and who worked at least 1,636 hours during the previous payroll year, will make the vacation list for the current payroll year. To be eligible for vacation in the current payroll year, associates must be on the vacation list and must maintain an average of no less than 32.0 hours per week. Associates who meet these requirements will be eligible for one week of paid vacation, based on their average hours, up to a maximum of 40.0 hours, at the time of their vacation.

Personal Days, effective 1/01/21: All associates on the vacation list, with two years of service, or more, by August 31st, and who worked at least 1,636 hours during the previous payroll year, will make the personal day list in the current payroll year. To be eligible for personal days in the current payroll year, associates must be on the personal day list and must maintain an average of no less than 32.0 hours per week. Associates who meet these requirements will be eligible for three paid personal days, based on 6.0 hours per day.

All time off requests are subject to store manager approval.

Vacation accrues as service is performed but is not earned until it is used. Once the maximum accrual amount has been reached, no additional vacation will accrue until previously accrued vacation is used. Team Members will not be given retroactive credit for any period of time in which they do not accrue vacation because they were at the maximum.

Team Members should request to schedule vacation time off as far in advance as possible. Vacations will be scheduled so as to provide adequate coverage of jobs and staff requirements. The Company will make the final determination in this regard.

Vacation pay is not counted for the purpose of calculating a Team Member's overtime hours of work or overtime premiums. Moreover, vacation does not accrue during unpaid leaves of absence or other periods of inactive service.

Vacation may be taken in full-day increments.

The Company reserves the right to deny any request for vacation time and reserves the right to require Team Members to use accrued vacation time, including during periods of furloughs, at its discretion and in accordance with applicable law.

The Company will pay Team Members for any accrued but unused vacation at termination of employment.

Pay Practices

Lactation Accommodation

The Company will provide a reasonable amount of break time to accommodate a Team Member desiring to express breast milk for the Team Member's infant child. Team Members needing breaks for lactation purposes may use ordinary paid rest breaks or may take other reasonable break time when needed. If possible, the lactation break time should run concurrently with scheduled meal and rest breaks already provided to the Team Member. If the lactation break time cannot run concurrently with meal and rest breaks already provided or additional time is needed for the Team Member, the lactation break time will be unpaid for nonexempt Team Members.

Team Members will be relieved of all work-related duties during any unpaid break. Where unpaid breaks or additional time are required, Team Members should work with their supervisor regarding scheduling and reporting the extra break time. Where state law imposes more specific requirements regarding the break time or lactation accommodation, the Company will comply with those requirements.

Because exempt Team Members receive their full salary during weeks in which they work, all exempt Team Members who need lactation accommodation breaks do not need to report any extra break time as "unpaid."

The Company will provide Team Members with the use of a room or a private area, other than a bathroom or toilet stall, that is shielded from view and free from intrusion from co-workers and the public. The Company will make a reasonable effort to identify a location within close proximity to the work area for the Team Member to express milk. This location may be the Team Member's private office, if applicable.

The Company will otherwise treat lactation as a pregnancy-related medical condition and address lactation-related needs in the same manner that it addresses other non-incapacitating medical conditions, including requested time off for medical appointments, requested changes in schedules and other requested accommodations.

Team Members should discuss with Human Resources the location for storage of expressed milk. In addition, Team Members should contact Human Resources during their pregnancy or before their return to work to identify the need for a lactation area.

Meal Breaks

It is the Company's policy to comply with all laws regarding meal and rest breaks. Team Members who work six or more continuous hours will be provided at least a 30-minute meal break. Team Members must not perform any work during the meal break, are free to leave the workplace premises and are allowed to pray during meal breaks. Team Members are expected to return to work promptly at the end of every meal break.

Full-time team members must take a scheduled, one-hour, unpaid, meal break. Part-time team members must take a scheduled, one-half hour, unpaid meal break.

All team members working through a meal period are entitled to a meal break. Meal periods, when appropriate, are scheduled as near the middle of a shift as reasonable. However, we must still have a sufficient number of team members on duty at all times to maintain good customer service and store conditions. Your Department or Store Manager will determine when meal breaks are to be taken.

When meal periods begin, a team member is to go directly to the time clock and punch out. When returning from the meal period, the team member is not to punch back in until ready to go directly back to their workstation.

Team Members who are unable to take all of the meal breaks to which they are entitled in accordance with this policy, or who have been prevented or discouraged from taking a break to which they are entitled under this policy, should immediately notify a supervisor or Human Resources.

Rest Breaks

As a Crosby's benefit, all team members working a shift of at least four hours shall receive a 15-minute paid break. A team member working a full eight-hour shift or more shall be entitled to two paid breaks of 15 minutes each.

Breaks will be given as close to the midpoint of a shift as possible. As a general practice, a team member will not be required to punch in and out for breaks. It is understood that the break period starts when the team member leaves their workstation.

It is necessary that each team member be prompt in leaving their workstation and in returning. Abuse creates problems for others. The number of team members on breaks at one time must be limited in order to maintain a good service level for our customers, therefore, your Department or Store Manager will determine when breaks are to be taken.

Overtime

When operating requirements or other needs cannot be met during regular working hours, Team Members may be scheduled to work overtime. Nonexempt Team Members will be paid one and one-half (1.5) times their regular rate of pay for all hours worked in excess of 40 in one workweek and as otherwise required by applicable state and federal law. Paid time off such as sick pay, holiday pay, vacation pay, and jury duty pay (where applicable) will not count toward hours worked for the purpose of determining overtime pay.

All overtime work must be authorized in advance by the Team Member's supervisor. Working overtime without prior authorization may result in disciplinary action.

Exempt Team Members are expected to work as much of each workday as is necessary to complete their job responsibilities. No overtime or additional compensation is provided to exempt Team Members.

For overtime pay calculation purposes, the workweek begins on Sunday at 12:00 am and ends on Saturday at 11:59 pm.

Payment of Wages

Team Members will be paid weekly on Friday by direct deposit. Each pay period covers the previous week ending on Saturday.

Paycheck Deductions

The Company is required by state and federal laws to make certain deductions from your paycheck each pay period. Such deductions typically include federal and state taxes and Social Security. Depending on the state in which you are employed and the benefits you choose, additional deductions may occur.

The pay of some nonexempt Team Members may be subject to deductions for items such as tools or uniforms. Such deductions will be made in accordance with state and federal law, and will require written authorization from the Team Member. The amount of all deductions will be listed on the Team Member's pay stub.

Reporting Errors and Obtaining More Information

If any Team Member, exempt or nonexempt, has questions about deductions from their pay, believes they have been subjected to improper deductions, or believes that the amount paid does not accurately reflect the Team Member's total hours worked or salary, please contact Human Resources.

Timekeeping

Nonexempt Team Members

Team Members who are classified as nonexempt must accurately record the time they work each day, including arrival, departure, and meal break times.

The Company requires all team members to keep an accurate record of all time worked. Our time keeping system works not only to insure our compliance with the law, but to assure all our team members that they will be paid for all time they work. Therefore, no hourly team member will be required or permitted to perform work of any kind for any reason unless their time is recorded on their own time record for pay purposes.

The following procedure will be followed by all hourly team members:

1. Each hourly team member must record all time worked on their timecard through the use of the time clock.
2. No team member shall be allowed, permitted or asked to perform work when "off the clock" (not punched in). If any team member is asked to do so, the request is to be reported to the Store Manager at once.

3. Team members must be in proper uniform and ready to start work when they punch in. When the shift is over, the team member must go directly to the time clock and punch out. This must be done prior to changing into street attire.
4. Team members must punch out and in for all meal periods and take the full scheduled meal period unless the Manager authorizes a change in the meal period.
5. No team members will be permitted to write in time on their timecard. All timecard errors (erroneously punching another's card; failing to punch in or out; wrong line or column, etc.) must be corrected and initialed by both the team member and the Manager, in ink, as soon as the error is discovered. This applies to time clock breakdown also.
6. No team member is allowed to punch another team member's timecard.
7. Once a team member has punched out, they are expected to leave the store as soon as possible (unless shopping as a customer in the store) in order to avoid unnecessary interference with on-duty team members.
8. Timecards will be used to compute the team member's earnings.
9. Team members who falsify timecards will be subject to discipline, up to and including immediate termination.

When Team Members receive their paychecks, they should verify immediately that their working time was recorded accurately and that they were paid correctly for all hours worked.

It is a violation of the Company's policy for anyone to instruct or encourage another Team Member to work "off the clock," to incorrectly report hours worked, or to alter another Team Member's time records. If any Team Member is directed or encouraged to incorrectly report hours worked, or to alter another Team Member's time records, the Team Member should report the incident immediately to a supervisor or Human Resources.

Business Travel and Reimbursement

The Company will reimburse Team Members for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance. Once approved, Team Members should make travel arrangements and seek reimbursement in accordance with the guidelines in this policy.

The intent of the Travel Reimbursement Policy is to reimburse those individuals that are required to travel to more than one store on any given day as part of their job requirement.

Reimbursement will be based on the following guidelines:

- Travel miles between stores on the same day are eligible for reimbursement.
- The greater of regular commuting miles or 40 miles are deducted daily. Regular commuting miles is the round-trip distance from one's home to their office or base store. If this distance is less than 40 miles, then 40 miles will be deducted as their regular commute.
- The Travel Reimbursement Form is used to record daily mileage and stores visited; it is a work sheet to determine the eligible miles for reimbursement. This form is to be filled out daily and submitted for approval and reimbursement at the end of each fiscal period.
- The rate of reimbursement will be based on the yearly IRS Standard Mileage Rate.

Team Members should ask their supervisor or Human Resources for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses or any other business travel issues.

Exempt Team Members will be paid their regular salary for any weeks in which they travel. Nonexempt Team Members will be paid for travel time in accordance with company policy and with federal and state wage and hour laws.

Abuse of this business travel expense policy, including falsifying expense reports to reflect costs not incurred by the Team Member, may result in disciplinary action, up to and including termination of employment.

Work Schedules

Your supervisor will assign your work schedule based on your role and shift.

All Team Members are expected to be at their designated work area at the start of their scheduled shift, ready to perform their work.

Supervisors will schedule meal and rest periods as appropriate. The Company complies with federal and state laws in this regard.

Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in total hours that may be scheduled each day and week.

Work schedules will be posted for all team members by Thursday of the preceding week. They are carefully prepared based upon the needs of the store and the department from the standpoint of customer service, store conditions and budgetary limitations. It is, therefore, necessary that each team member adhere strictly to the schedule. Requests for time off will be honored if at all possible before the schedules are complete. This will ordinarily be Wednesday of the preceding week.

A team members' workday is the calendar day the shift begins on.

Team Member Benefits

Benefits Overview

Benefit plans offered by the Company, are defined in legal documents such as insurance contracts and summary plan descriptions. If Team Members are offered benefits, and if a question arises about the nature and extent of plan benefits or if there is a conflict in language, the formal language of the plan documents govern, not the informal wording of this Handbook. Plan documents, if applicable, are available for Team Members' inspection. The Company and its designated benefit plan administrators reserve the right to determine eligibility, interpretation and administration of issues related to benefits offered by the Company.

Employment benefits vary according to the position and status of the Team Member.

Full-time Team Members are eligible to receive all employment benefits offered by the Company. Part-time Team Members working more than 30 hours per week may be eligible to receive some employment benefits offered by the Company, on a pro-rated basis. Temporary Team Members are not entitled to any company benefits. To receive certain benefits, eligible Team Members may be required to meet participation requirements and pay required premiums and other contributions.

Team Members should contact Human Resources for detailed benefits information.

Semi-Retirement

For long-term, full-time associates, who may be thinking of retiring in the near future, this intermediate status allows full-time associates the opportunity to reduce their weekly work schedule while maintaining their benefits. This policy is available to full-time Team Members, age 65 and older, with at least five years of uninterrupted full-time service. A minimum schedule of 30.0 hours per week is required.

Insurance Benefits: Team Members enrolled in Crosby's health, dental, and life insurance plans, as well as all voluntary plans, will continue to be covered, provided an average of at least 30.0 hours per week is maintained.

Vacation Weeks: The number of vacation weeks earned, at the time of the status change, will continue. Pay for those weeks is based on average weekly hours.

Personal Days: There are three personal days per year. Pay for those days is based on 8.0 hours per day.

Sick Time: A status change has no impact on sick time. A maximum of 40.0 hours per year are available, accruing at 1 hour of sick time for every 30 hours worked. Only accrued time may be paid.

Pay: Pay rates may change, due to any change of position, duties, or responsibilities. Salaried pay will be converted to an equivalent hourly pay rate.

Workers' Compensation

When work-related accidents, injuries or illnesses occur, Team Members may be eligible for workers' compensation insurance benefits. The Company provides a comprehensive workers' compensation insurance program at no cost to Team Members and in accordance with applicable state law. This program covers most injuries or illnesses, sustained in the course of employment, that require medical, surgical or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits or, if the Team Member is hospitalized, treatment immediately.

Reporting Work-Related Injury or Illness

Team Members who sustain a work-related injury or illness should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible Team Member to qualify for coverage.

Leaves of Absence/Accommodation

Team Members who need to take time off from work due to a workers' compensation illness or injury may also be eligible for a leave of absence under the Company's leaves of absence or reasonable accommodation policies. Team Members should consult with Human Resources for additional information.

Return to Work

Team Members who are ready to return to work following a workers' compensation-related leave of absence must supply a certification from a health care provider confirming the Team Member's ability to return to work.

Fraud

The Company will notify the workers' compensation insurance company if we have reason to believe a Team Member has supplied false or misleading information in connection with a claim and/or has filed a fraudulent claim. Workers' compensation fraud is a crime and may also be grounds for disciplinary action, up to and including termination of employment.

Safety and Security

Cameras and Video Surveillance

For purposes of workplace safety and security and to prevent theft and other misconduct, the Company has installed video surveillance cameras in work areas.

If there is any reported incident of theft, trespass, workplace violence, Team Member misconduct or any type of safety violation (hereafter collectively referred to as "security incidents"), the Company will utilize its surveillance equipment as an investigatory tool. The Company will also make use of its surveillance equipment to deter any future security incidents.

The Company also reserves the right to actively monitor, through its surveillance cameras, any areas for safety reasons (to protect against equipment failure, breakage, or accident) or confidentiality reasons (to protect documents or other proprietary information).

The Company respects the privacy of its Team Members. Accordingly, no video cameras will be installed in the Company's restrooms or in any lactation or changing areas.

Cell Phone Use / Texting While Driving

Team Members whose job responsibilities include regular or occasional driving and who are issued a company cell phone (including smartphones and other mobile electronic devices) or use their personal cell phone for business-related work are expected to put safety first. Therefore, personal, and company-supplied cell phones are not to be used while driving.

Team Members should also be aware that it is a violation of Massachusetts law to use a cell phone while driving, except in hands-free mode. It is also a violation of Massachusetts law to read or view text, images or video displayed on a mobile electronic device while driving (except for maps generated by a navigation app or system and displayed on a mounted electronic device).

Company's Right to Search

The Company wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, the Company prohibits the control, possession, transfer, sale, or use of such materials on its premises to the extent permitted by applicable law. We require the cooperation of all Team Members in administering this policy.

Desks, lockers, and other storage devices are provided for the convenience of Team Members but remain the sole property of the Company. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of the Company at any time, either with or without prior notice.

In addition, to ensure the safety and security of Team Members and customers, and to protect our legitimate business interests, we reserve the right to question and inspect or search any Team Member or other individual entering or leaving company premises or job sites. The inspection or search may include any packages or items that the individual may be carrying, including briefcases, handbags, knapsacks, shopping bags, etc.

These items are subject to inspection and search at any time, with or without prior notice. We also may require Team Members to agree to reasonable inspection of their personal property and/or person while on the job or on the Company's premises. The individual may be requested to self-inspect their personal property or person by displaying the contents of any packages and/or turning out their pockets, etc., in the presence of a representative of the Company, typically a management Team Member of the same gender. The Company will not tolerate any Team Member's refusal to submit to a search.

Contagious Diseases

A Team Member who becomes ill with a contagious disease, or may have been exposed to a contagious disease, should contact Human Resources immediately. Contagious diseases include all diseases and conditions deemed reportable by the Center for Disease Control and/or local health officials.

It is the Company's goal during any period of infectious disease outbreak to strive to operate effectively and provide all essential services while also making Team Members safe within the workplace.

Crosby's Markets seeks to comply with all applicable federal and/or state regulations regarding the spread of contagious disease. Individuals with a contagious disease may be restricted from the office, and other events, programs, and functions in accordance with applicable federal and/or state regulations regarding the spread of contagious disease. Such decisions may be based on careful consideration of the risks, current information concerning the disease, the risks of transmitting the illness to others, the symptoms and special circumstances of each individual who has a communicable disease, local and governmental orders, and any available alternatives for responding to an individual with a contagious disease.

Crosby's Markets seeks to comply with all applicable federal and state regulations that protect the privacy of individuals who have a contagious disease.

A Team Member who violates this policy and/or falsifies any information or documentation related to their own or another's contagious disease will be subject to disciplinary action, up to and including termination from employment.

Driving for Company Business

The Company will reimburse Team Members for business use of personal vehicles in accordance with this policy. All Team Members are expected to comply with all local, state, and federal laws while driving a vehicle for business purposes. The Company may discipline Team Members who engage in unlawful conduct.

The Company provides company-owned vehicles for approved selected Team Members to drive on company-designated business. Team Members are to use their company-owned vehicle for work-related

purposes only, but may run incidental, personal errands during their commute to and from work or during their meal break. This commuting and meal break time is the Team Member's time. Team Members are not allowed to use company vehicles outside of normal work hours unless specifically authorized by senior management.

Company vehicles are to be driven by authorized Team Members only, except in the case of repair testing by a mechanic. Any accidents in company vehicles or while driving on company business, regardless of severity, must be reported immediately to the police and to Human Resources. Failing to stop after an accident and/or failure to report an accident may result in disciplinary action up to and including termination of employment.

Drivers are responsible for the security of company vehicles assigned to them. The vehicle engine must be shut off, ignition keys removed, and vehicle doors locked whenever the vehicle is left unattended.

Drug-Free Workplace

The Company strives to provide a safe environment for Team Members and others and to minimize the risk of accidents and injuries. For these reasons, the Company has adopted a policy that all Team Members must report to work and remain completely free of illegal drugs, abused or non-prescribed prescription drugs and alcohol.

Drug Use/Distribution/Possession/Impairment

The Company strictly prohibits the use, sale, attempted sale, conveyance, distribution, manufacture, purchase, attempted purchase, possession, cultivation and/or transfer of illegal drugs or other unlawful intoxicants at any time, and in any amount or any manner, regardless of occasion. "Illegal drugs" means all drugs whose use or possession is regulated or prohibited by federal, state, or local law. These include prescription medication that is used in a manner inconsistent with the prescription or for which the individual does not have a valid prescription. To the extent permitted by state and local law, this policy also prohibits the use of marijuana and marijuana products. The Company will endeavor to accommodate individuals with disabilities but will not accommodate the use of medical marijuana at work or excuse policy violations related to medical marijuana.

Team Members are also prohibited from having any such illegal or unauthorized controlled substances in their system while at work.

Included within this prohibition are lawful controlled substances that have been illegally or improperly obtained.

Alcohol Use/Distribution/Possession/Impairment

All Team Members are prohibited from distributing, dispensing, possessing, or using any beverage or medicine containing alcohol while at work or on duty and from coming onto company premises, reporting to work, or working with alcohol in their systems. Furthermore, lawful off-duty alcohol use, while generally not prohibited by this policy, must not interfere with a Team Member's job performance.

Prescription and Over-the-Counter Drugs

This policy does not prohibit the possession and proper use of lawfully prescribed or over-the-counter drugs. However, a Team Member taking medication should consult with a health care professional or review dosing directions for information about the medication's effect on the Team Member's ability to work safely, and promptly disclose any work restrictions to a supervisor or Human Resources. Team Members are not required to reveal the name of the medication or the underlying medical condition.

The Company reserves the right to transfer, reassign, place on leave of absence or take other appropriate action regarding any Team Member during the time the Team Member uses medication that may affect their ability to perform safely. The Company will comply with all requirements pertaining to providing reasonable accommodations to the extent required by applicable law.

The Company's general prohibition against the possession or use of marijuana at work applies, regardless of whether a Team Member is certified to use marijuana for medical reasons under state law. Unless otherwise required by law, the Company will not accommodate the use or possession of marijuana by individuals who are medically authorized to use marijuana as a matter of state law but will offer such individuals alternative accommodations related to any underlying disability. If you have any questions concerning the Company's position concerning medical marijuana in a particular location, please contact Human Resources.

Counseling and Rehabilitation

Team Members who voluntarily seek help for substance abuse (self-referral) by contacting the Company will be provided an opportunity to pursue counseling and rehabilitation. The Company will make available to these Team Members information about counseling and rehabilitation services. A Team Member who is receiving counseling and/or treatment for substance abuse may use available vacation, sick leave, or, if eligible, family and medical leave. Health insurance often covers the costs of such services, but costs not covered must be paid by the Team Member. The Team Member cannot return to work until released by a treatment provider to do so, and when they receive a negative result on a return-to-work drug and/or alcohol test (as appropriate for that individual). In addition, the Team Member may be asked to submit to follow-up testing for a period following the return to work.

A Team Member's decision to seek help voluntarily will not be used as a basis for disciplinary action, although the individual may be transferred, given work restrictions, or placed on leave, as appropriate. A request for help is considered voluntary only if it is made before the Team Member is asked to submit to any drug or alcohol test or is discovered to have otherwise violated this policy.

Electronic Resources

This policy describes the Company's general guidelines for using its electronic resources, including electronic mail (email), voicemail, internet access and computer systems.

Team Members should use the Company's electronic resources with the understanding that these resources are provided for the benefit of the Company's business. Team Members may use company electronic resources for personal use, during nonwork times, as long as such use complies with company

rules and applicable law. Team Members should never use the Company's electronic resources for personal use in a manner that interferes with their work duties or any responsibilities to customers.

Sending, saving, accessing, or viewing obscene or similarly offensive material on the Company's electronic resources is prohibited. Messages stored and/or transmitted by the Company's electronic resources, including the computer, voicemail, email, or the telephone system, must not contain content that may reasonably be considered to be obscene or other patently offensive material. Prohibited material includes, but is not limited to, sexual comments, jokes or images, racial slurs, gender-specific comments, or any comments, jokes or images that would discriminate against or harass someone on the basis of their race, color, sex, age, national origin or ancestry, disability, or any other category protected by federal, state, or local law. Likewise, any use of the internet, email, or any other electronic resource to engage in harassment or discrimination prohibited by company policies is unlawful and strictly prohibited. Violators may be subject to discipline, up to and including termination of employment.

Unless otherwise noted, all software on the internet should be considered copyrighted work. Therefore, Team Members are prohibited from downloading software and/or modifying any such files without permission from the copyright holder.

No Solicitation

The Company's electronic resources must not be used for solicitation purposes during working time. The Company's no solicitation rule applies to the use of electronic resources.

Software Code of Ethics

Team Members may not duplicate any licenses, software, or related documentation for use either on the Company's premises or elsewhere unless the Company is expressly authorized to do so by agreement with the licensor. Unauthorized duplication of software may subject users and/or the Company to both civil and criminal penalties under the United States Copyright Act. Team Members may not give software to any outsiders including contractors, customers, or others. Team Members may use software on local area networks or on multiple machines only in accordance with applicable license agreements. Team Members may not download software from the internet and install it on their computers.

The Company reserves the right to audit any company computer to determine what software is installed on the local drive(s).

Team Member Responsibility

Each Team Member is responsible for the content of all text, audio, or images that they place or send using the Company's electronic resources. The same standards should be utilized for the creation of email messages in connection with a Team Member's work as would be utilized for other company correspondence or memoranda.

Computer and Systems Security

All computers and the data stored on them are, and remain at all times, the property of the Company. As such, all messages created, sent, or retrieved over the internet or the Company's electronic mail systems

are the property of the Company, and should be considered company information. The Company reserves the right to retrieve and read any message composed, sent, or received using the Company's electronic resources, including all computer equipment and the electronic mail system, for any business reason, including but not limited to, ensuring compliance with this and all company policies.

Team Members should be aware that even when a message is deleted or erased, it is still possible to recreate the message; therefore, ultimate privacy of a message cannot be ensured to anyone. Accordingly, internet and email messages are not private. Furthermore, all communications including text and images can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver.

Team Members should also be aware that duplicates of email transmitted through a personal, web-based email account using company equipment could be stored on that equipment; likewise, information regarding internet sites that a Team Member has accessed may also be stored.

Email Content Screening

The Company maintains the right to screen all inbound and outbound email content. Email messages or attachments that contain obscene or similarly offensive material may be quarantined and held from transmission or receipt until the sender or recipient can verify the message or attached document is work related.

The Company may, in its discretion, review communications to and from a personal account, subject to state laws regarding attorney-client communications.

If a Team Member wants to communicate with an attorney or send an otherwise confidential piece of communication that they do not want the Company to monitor, the Team Member should consider using a personal email address and personal computer equipment. If a Team Member does use company equipment, they consent to any monitoring by the Company and should understand that they have no right to privacy with respect to such communications, to the extent permissible under applicable law.

Virus Protection

To prevent computer viruses from being transmitted through the system, Team Members are not authorized to download any software from the internet onto their computer or any drive in that computer.

Emergency Evacuation

In the event of a fire or hazardous material emergency, the emergency fire alarm system should be activated by pulling one of the fire alarms. The source of a potential fire or hazardous material emergency should *not* be investigated. Any Team Member who suspects an emergency should report it immediately. In any emergency, reporting is the first essential step to protecting oneself and others.

When the emergency fire alarm system is activated, *all* Team Members and visitors are expected to evacuate the building by exiting in an orderly manner through the nearest exit.

When exiting, Team Members should not use elevators and should descend stairwells in an orderly manner. After exiting, Team Members should report to the area away from the building exits designated as the meeting location. Once Team Members arrive at the designated area, they should immediately report to the safety coordinator or their supervisor on site and remain at that location until accounted for and authorized to leave.

No reentry to the building will be permitted until an official all-clear notification is given.

Team Members should review this policy and the evacuation procedures and notify Human Resources if they believe they might require an accommodation or assistance in order to comply with these procedures in the event of an emergency.

No Solicitation / Distribution of Literature

The Company has established the following rules applicable to all Team Members and non-Team Members that govern solicitation, distribution of written material and access to Company property:

- Team Members may engage in solicitation activities only during nonworking times. No Team Member may engage in solicitation during their working time or during the working time of the Team Member or the Team Members at whom such activity is directed;
- Team Members may distribute or circulate any written or printed material only in nonwork areas, during nonworking times. No Team Member may distribute or circulate any written or printed material in work areas at any time, or during their working time or during the working time of the Team Member or Team Members at whom such activity is directed;
- Non-Team Members are not permitted to solicit or to distribute written material for any purpose on Company property; and
- Off-duty Team Members are not permitted in work areas.

Strict compliance with these rules is required.

As used in this policy, "working time" includes all time for which a Team Member is paid and/or is scheduled to be performing services for the Company; it does not include break periods, meal periods, or periods in which a Team Member is not performing and is not scheduled to be performing services or work for the Company.

Smoke-Free Workplace

The Company prohibits smoking in the workplace and in company owned vehicles. This includes, but is not limited to, tobacco, vaping, and marijuana. Team Members wishing to smoke may do so, outside, away from the building, and only during scheduled work breaks. The use of any marijuana product is prohibited on company property at all times.

Team Members who observe other individuals smoking in the workplace in violation of this policy have a right to object and should report the violation to their supervisor or another member of management or Human Resources. Team Members will not be disciplined or retaliated against for reporting smoking that violates Massachusetts law or this policy.

Team Members that violate this policy may be subject to disciplinary action up to and including termination of employment.

Use of Company Equipment and Resources

Company Equipment

When using company vehicles or other property, Team Members are expected to exercise care, maintain the property in safe working order, and follow all operating instructions, safety standards and guidelines.

Team Members should notify their supervisors if any equipment, machines, tools, or vehicles appear to be damaged, defective or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to Team Members or others. Team Members who have questions about their responsibility for maintenance and care of equipment or vehicles used on the job should consult their supervisor or Human Resources.

All Team Members are expected to comply with all local, state, and federal laws while operating company vehicles and other equipment. The Company may discipline Team Members who engage in unlawful conduct.

Company Resources

The Company has significantly invested in telephone lines, fax machines, photocopiers and other types of business equipment, internet access and software that are vital to keeping our operations flowing smoothly and effectively. The Company's resources are limited and, except as provided in the Electronic Resources policy in this National Handbook, should be used for business transactions only and not for personal use, unless explicitly authorized by a supervisor.

Weapons in the Workplace

The Company strictly prohibits Team Members or any other person providing services to the Company or located on the Company's premises, from possessing weapons of any kind at the workplace. The workplace includes any property owned or leased by the Company or occupied by groups of company Team Members or persons providing services to the Company. Unless this prohibition is contrary to state or local law, the workplace specifically includes company parking areas and company vehicles. Team Members are not permitted to transport or store weapons in vehicles owned or leased by the Company and used by the Team Member for work purposes, unless the Team Member is required to transport or store a weapon as part of the Team Member's duties and they have written permission from Human Resources. This policy prohibits the possession of concealed weapons as well as weapons carried openly.

This prohibition specifically includes guns, rifles, and firearms of any type, including those for which the holder has a legal permit. Other examples of prohibited weapons include, but are not limited to, knives, ammunition, bombs, bows and arrows, clubs, slingshots, blackjack, metal knuckles and similar devices that by their design or intended use are capable of inflicting serious bodily injury or lethal force.

Work-Related Injuries or Illnesses

A Team Member who sustains a work-related injury or illness should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately.

Team Members who sustain work-related injuries may receive workers' compensation benefits outlined in the Company's Workers' Compensation Insurance policy. Team Members who need to take time off from work due to a workers' compensation illness or injury may also be eligible for a leave of absence under the Company's leaves of absence or reasonable accommodation policies. Team Members should contact Human Resources for additional information.

Workplace Bullying

The Company does not tolerate bullying behavior. Individuals who engage in workplace bullying may be disciplined, up to and including termination of employment. Workplace bullying is the use of force, threats, or coercion to abuse, intimidate, or humiliate another Team Member. Workplace bullying includes, but is not limited to, the following:

- Verbal abuse, such as the use of patently offensive, demeaning, and harmful derogatory remarks, insults, and epithets;
- Verbal or physical conduct that is threatening, intimidating or obscene;
- Pushing, shoving, kicking, poking, tripping, assaulting, or threatening physical assault, or intentionally damaging a person's work area or property; or
- Sabotaging, or deliberately subverting, obstructing, or disrupting another person's work performance.

Cyberbullying refers to bullying, as defined above, that occurs through the use of a computer, cell phone, smartphone, tablet, pager, or other device that transmits electronic information, regardless of whether the device is owned by or located at the Company or connected to the Company network. Cyberbullying is also prohibited.

This policy in no way prohibits Team Members from engaging in activities that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act, which includes the right of Team Members to speak with others, engage in workplace debates and protest about their terms and conditions of employment.

Reporting and Response

Team Members who are subject to, or witness, workplace bullying are encouraged to notify Human Resources or a supervisor immediately. The Company will promptly investigate the complaint. The Company will maintain confidentiality to the extent possible, consistent with its commitment to investigating the complaint promptly and thoroughly.

If the complaint is verified, the Company will take appropriate remedial and disciplinary action, which may include, but is not limited to, verbal or written warnings, suspension, termination of employment,

counseling, and other actions. The Company will also report to law enforcement, if appropriate. The complaining party will be advised of the results of the investigation.

Anti-Retaliation

The Company strictly prohibits retaliation against a Team Member for making a good-faith claim of bullying or for participating in good faith in an investigation of bullying.

Workplace Violence

The safety and security of Team Members is of vital importance to the Company. Therefore, the Company has adopted a zero-tolerance policy concerning workplace violence. Threats or acts of violence - including intimidation, bullying, physical or mental abuse and/or coercion - that involve or affect company Team Members or that occur on the Company's premises, will not be tolerated.

The prohibition against threats and acts of violence applies to all persons involved in the operation of the Company, including, but not limited to, company Team Members and other personnel, contract and temporary workers, consultants, contractors, customers, vendors, visitors, and anyone else on the Company's premises.

Violations of this policy by a Team Member will result in disciplinary action, up to and including termination from employment.

It is our goal to have a workplace free from acts or threats of violence and to respond effectively in the event that such acts or threats of violence do occur.

Workplace violence is any intentional conduct that is sufficiently severe, abusive, or intimidating to cause an individual to reasonably fear for their personal safety or the safety of their family, friends and/or property such that employment conditions are altered or a hostile, abusive or intimidating work environment is created for one or several Team Members.

Examples of workplace violence include, but are not limited to:

- Threats or acts of violence occurring on company premises, regardless of the relationship between the parties involved in the incident;
- Threats or acts of violence occurring off company premises involving someone who is acting in the capacity of a representative of the Company;
- Threats or acts of violence occurring off company premises involving a Team Member if the threats or acts affect the business interests of the Company;
- All threats or acts of violence occurring off company premises, of which a Team Member is a victim, if we determine that the incident may lead to an incident of violence on company premises; and
- Threats or acts of violence resulting in the conviction of a Team Member or agent of the Company, or an individual performing services for the Company on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence when that act or the conviction adversely affect the legitimate business interests of the Company.

Examples of conduct that may be considered threats or acts of violence under this policy include, but are not limited to:

- Threatening physical contact directed toward another individual;
- Threatening an individual or their family, friends, associates, or property with harm;
- The intentional destruction or threat of destruction of Company property or another individual's property;
- Menacing or threatening phone calls;
- Stalking;
- Veiled threats of physical harm or similar intimidation; and/or
- Communicating an endorsement of the inappropriate use of firearms or weapons.

Workplace violence does not refer to workplace arguments or debates that are zealous or impassioned, provided there is no resort to any form of coercion. Discussions about sporting activities, popular entertainment or current events are not considered workplace violence when there is no threat of violence being directed to the workplace or any individual connected with it. Rather, workplace violence refers to behavior that demonstrates an intention to engage in violence, condones violence in our workplace or targets any individual with acts or threats of violence.

Team Members should help maintain a violence-free workplace. To that end, Team Members are encouraged to immediately report any incident that violates this policy to a supervisor or manager or Human Resources.

No provision of this policy statement or any other provision in this policy alters the at-will nature of employment with the Company. We will make the sole determination of whether and to what extent, threats or acts of violence will be acted upon by the Company. In making this determination we may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred.

Acknowledgement and Receipt

I acknowledge that I have received online access to, and I have read a digital copy of, the **Crosby's Markets** Team Member Handbook. I understand that the Handbook set forth the terms and conditions of my employment with the Company as well as the duties, responsibilities, and obligations of employment with the Company. I agree to abide by and be bound by the rules, policies and standards set forth in the Team Member Handbook.

I acknowledge that, except where required otherwise by applicable state law, my employment with the Company is at-will, meaning that it is not for a specified period of time and that the employment relationship may be terminated at any time for any reason, with or without cause or notice, by me or the Company. **I further acknowledge that only the President or their authorized representative has the authority to enter into an agreement that alters the fact that my employment with the Company is at-will. Any such agreement must be in writing and signed by the President or their authorized representative.**

I further acknowledge that the Company reserves the right to revise, delete and add to the provisions of the Team Member handbook, but that all such revisions, deletions or additions must be in writing. No oral statements or representations can change the provisions of the handbook. Furthermore, the Company's policy of at-will employment can only be changed as stated in the prior paragraph.

I understand and acknowledge that nothing in this Handbook or in any other document or policy is intended to prohibit me from reporting concerns, making lawful disclosures, or communicating with any governmental authority about conduct I believe violates any laws or regulations. I also understand and acknowledge that nothing about the policies and procedures set forth in this Handbook should be construed as interfering with any Team Member rights provided under state or federal law, including Section 7 of the National Labor Relations Act.

I have read and understand the above statements.

Signature

Date

Print Name

[TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE]