

TONY'S MARKET & TONY ROSACCI'S FINE CATERING GUIDING PRINCIPALES

IMPORTANT INFORMATION ABOUT THE EMPLOYEE HANDBOOK

THIS HANDBOOK IS DESIGNED TO ACQUAINT EMPLOYEES WITH THE COMPANY AND PROVIDE SOME INFORMATION ABOUT WORKING HERE. THE HANDBOOK IS NOT ALL INCLUSIVE, BUT IS INTENDED TO PROVIDE EMPLOYEES WITH A SUMMARY OF SOME OF THE COMPANY'S GUIDELINES. THIS EDITION REPLACES ALL PREVIOUSLY ISSUED EDITIONS.

EMPLOYMENT WITH TONY'S MARKET OR TONY ROSACCI'S FINE CATERING IS AT-WILL. EMPLOYEES HAVE THE RIGHT TO END THEIR WORK RELATIONSHIP WITH THE COMPANY, WITH OR WITHOUT ADVANCE NOTICE FOR ANY REASON. THE COMPANY HAS THE SAME RIGHT. THE LANGUAGE USED IN THIS HANDBOOK AND ANY VERBAL STATEMENTS MADE BY MANAGEMENT ARE NOT INTENDED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED; NOR ARE THEY A GUARANTEE OF EMPLOYMENT FOR A SPECIFIC DURATION. NO REPRESENTATIVE OF TONY'S MARKET or TONY ROSACCI'S FINE CATERING, OTHER THAN THE PRESIDENT, HAS THE AUTHORITY TO ENTER INTO AN AGREEMENT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD AND SUCH AGREEMENT MUST BE IN WRITING, SIGNED BY THE PRESIDENT AND THE EMPLOYEE.

NO EMPLOYEE HANDBOOK CAN ANTICIPATE EVERY CIRCUMSTANCE OR QUESTION. AFTER READING THE HANDBOOK, EMPLOYEES THAT HAVE QUESTIONS SHOULD TALK WITH THEIR IMMEDIATE SUPERVISOR OR THE HUMAN RESOURCES DEPARTMENT. IN ADDITION, THE NEED MAY ARISE TO CHANGE THE GUIDELINES DESCRIBED IN THE HANDBOOK, EXCEPT FOR THE AT-WILL NATURE OF THE EMPLOYMENT, THE COMPANY, THEREFORE, RESERVES THE RIGHT TO INTERPRET THEM OR TO CHANGE THEM WITHOUT PRIOR NOTICE.

WELCOME TO TONY'S MARKET AND TONY ROSACCI'S FINE CATERING!

This handbook was developed to describe some of the guidelines, programs, and benefits for employees. All employees should familiarize themselves with the contents of the employee handbook as soon as possible, for it may answer many questions about employment with our Company.

We believe that each employee contributes directly to the Company's success, and we hope you will take pride in being a member of our team.

We hope that your experience here will be challenging and enjoyable.

THE TONY'S EXPERIENCE

Tony's Market is unique in all of Colorado. We are more than just a gourmet food store; we are an **Experience** for both our customers and our employees. We are glad to have the opportunity to share the experience with you and hope that you enjoy it as much as we do.

Our identity is based on our ongoing commitment to the five guiding principles:

1. Put our Customer 1st
2. Maintain INTEGRITY & HONESTY
3. Deliver the HIGHEST QUALITY
4. Give the experience of ABBONDANZA
5. Practice MINDFULNESS
6. Accountability

HOW WE WORK

EQUAL EMPLOYMENT OPPORTUNITY AND UNLAWFUL HARASSMENT

The Company is dedicated to the principles of equal employment opportunity. We prohibit unlawful discrimination against applicants or employees on the basis of age 40 and over, race, sex, color, religion, national origin, disability, military status, genetic information, or any other status protected by applicable state or local law.

ADA AND RELIGIOUS ACCOMMODATION

The Company will make reasonable accommodation for qualified individuals with known disabilities and employees whose work requirements interfere with a religious belief unless doing so would result in an undue hardship to the Company or cause a direct threat to health and safety. Employees needing accommodation are instructed to contact their supervisor or Human Resources.

HARASSMENT, INAPPROPRIATE CONDUCT AND OFFENSIVE BEHAVIOR

1. EEO Harassment

The Company strives to maintain a work environment free of unlawful harassment. In doing so, the Company prohibits unlawful harassment because of age 40 and over, race, sex, color, religion, national origin, disability, military status, genetic information, or any other status protected by applicable state or local law.

Unlawful harassment includes verbal or physical conduct that has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment. Actions based on an individual's age 40 and over, race, sex, color, religion, national origin, disability, military status, genetic information, or any other applicable status protected by state or local law will not be tolerated. Prohibited behavior may include but is not limited to the following:

- Written form such as cartoons, e-mails, posters, drawings, or photographs.
- Verbal conduct such as epithets, derogatory comments, slurs, or jokes.
- Physical conduct such as assault, or blocking an individual's movements.

This policy applies to all employees including managers, supervisors, co-workers, owners and non-employees such as customers, clients, vendors, consultants, etc.

2. Sexual Harassment

Because sexual harassment raises issues that are to some extent unique in comparison to other types of harassment, the Company believes it warrants separate emphasis.

The Company strongly opposes sexual harassment and inappropriate sexual conduct. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

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

All employees are expected to conduct themselves in a professional and businesslike manner at all times. Conduct which may violate this policy includes, but is not limited to, sexually implicit or explicit communications whether in:

- Written form, such as cartoons, posters, calendars, notes, letters, e-mails.
- Verbal form, such as comments, jokes, foul or obscene language of a sexual nature, gossiping or questions about another's sex life, or repeated unwanted requests for dates.
- Physical gestures and other nonverbal behavior, such as unwelcome touching, grabbing, fondling, kissing, massaging, and brushing up against another's body.

COMPLAINT PROCEDURE

If you believe there has been a violation of the EEO policy or harassment based on a protected class, including sexual harassment, please use the following complaint procedure. The Company expects employees to make a timely complaint to enable the Company to investigate and correct any behavior that may be in violation of this policy.

Report the incident to the Store Director/Executive Chef and Human Resources who will investigate the matter and take corrective action. Your complaint will be kept as confidential as practical.

The Company prohibits retaliation against an employee for filing a complaint under this policy or for assisting in a complaint investigation. If you perceive retaliation for making a complaint or your participation in the investigation, please follow the complaint procedure outlined above. The situation will be investigated.

If the Company determines that an employee's behavior is in violation of this policy, disciplinary action will be taken, up to and including termination of employment.

DRUG- AND ALCOHOL-FREE WORKPLACE

Alert and rational behavior is required for the safe and adequate performance of job duties. Therefore, working after the apparent use of alcohol, a controlled substance, or abuse of any other substance is prohibited. This includes working after the apparent use of marijuana, regardless of marijuana's legal status. Furthermore, the possession, purchase, or consumption (use), or sale of a controlled substance or alcohol on Company premises or while conducting Company business is prohibited.

TOBACCO AND SMOKE FREE WORKPLACE

In keeping with Tony's intent to provide a safe and healthful work environment, smoking is prohibited throughout the workplace. Smoking is prohibited on customer facing Company grounds and in Company vehicles (permitted in alleys and parking lots in the back of the store, 15 feet or further away from entryways). This prohibition includes all forms of tobacco and e-cigarettes. This restriction applies to all employees and visitors. This restriction applies to all Tony's off premise catering events as well.

ASSISTANCE FOR EMPLOYEES WITH ALCOHOL- OR DRUG-RELATED PROBLEMS

Tony's encourages any employee who may have an alcohol or drug-related problem to seek professional assistance. Employees, however, should seek help before the dependency affects their job performance.

VIOLENCE-FREE WORKPLACE

Any action, which in management's opinion is inappropriate to the workplace, will not be tolerated. Such behaviors may include, but are not limited to, physical and/or verbal intimidating, threatening, or violent conduct, vandalism, sabotage, arson, use of weapons, and bullying. Also prohibited is the carrying of weapons onto Company property, regardless of whether the employee possesses a concealed carry permit.

Employees should immediately report any such occurrences to their supervisor or to the Human Resources Department. We will investigate complaints. When employees are found to have engaged in the above conduct, management will take action that it believes is appropriate.

Employees should directly contact law enforcement, security, and/or emergency services if they believe there is an imminent threat to the safety and health of themselves or co-workers.

If you are a victim of domestic violence, please contact Human Resources for assistance.

Workplace bullying is repeated mistreatment through verbal abuse, offensive conduct/behaviors and work interference. If you feel are subjected to workplace bullying please contact Human Resources.

CODE OF BUSINESS CONDUCT AND ETHICS

Tony's maintains a Code of Business Conduct and Ethics, which employees can access anytime on Tony's Staff Page website (<http://teamtonys.co/humanresources/hrforms.html>)

EMPLOYEE BENEFITS

This section includes an overview of certain benefits in effect at the time this Handbook was issued. Please note that benefits are reviewed and revised from time to time, and are subject to change for any reason and without advance notice.

Certain of Tony's benefits programs (including medical and other insurance plans and the Company's 401(k) plan) are described in detail in benefit plan documents that are available for review in Employee Benefits and on the Tony's Staff Page.

In the event the handbook information conflicts with the actual terms and conditions of coverage, the latter governs.

Upon completion of the first 90 days of employment, full time employees become eligible for certain benefits.

HOLIDAYS

The Company currently observes the following holidays each year:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Tony's Market remains open on New Year's Day, Memorial Day, Independence Day, and Labor Day. Tony's Market closes only for Thanksgiving Day and Christmas Day.

Full Time Non-Exempt Holiday Pay- Any hours worked the day of an observed holiday, employees will be compensated at one and half time the hourly rate for any hours worked the day of the holiday. Holiday pay is not counted for calculating an Employee's overtime hours of work or overtime premiums. Any TRFC employee required to work Christmas or Thanksgiving Day will receive double time pay.

Salary Exempt Holiday Pay- During the week of a holiday, if a salary employee works a full shift the day of the holiday, they will receive holiday pay equal to half of one day of pay. Any TRFC employee required to work Christmas or Thanksgiving Day will receive double time pay.

Office Holiday Pay (Marketing, Accounting, HR)- The office will be closed for New Year's Day, Memorial Day, Independence Day, and Labor Day. Employees will receive pay at their

normal hourly rate. Holiday pay is not counted for calculating an Employee's overtime hours of work or overtime premiums

VACATION

Vacation is accrued by full-time employees on a month-by-month basis for each complete calendar month worked and must be used by the following employment anniversary date.

Years of Service (based on employee's full time anniversary date)	Vacation amount available
1	5 days
2-4	10 days
5+	15 days

Employees are encouraged to use their vacation time each year. Subject to management discretion, all vacation that is expected to be accrued by an employee during a year may be available to be taken by the employee at any time during that calendar year. Vacations must be taken within 12 months of an employee's anniversary date. While management will strive to accommodate employees' requests regarding vacation scheduling, such requests cannot always be honored and various factors, including the Company's business and client needs, may affect vacation schedules. Employees may not schedule vacations during the following times: the month of May, the Sunday before Thanksgiving through the end of the calendar year. TRFC employees may not schedule vacations during July 15-September 10 and the Sunday before Thanksgiving through December 25th.

PERSONAL AND SICK DAYS

All Salary Exempt employees currently receive 2 personal/sick days on their anniversary date for use during the year. Personal/sick days are not accrued. Employees will not receive payment for unused personal/sick days at the end of the year or upon termination. Unused personal/sick days may not be carried over from one year to the next.

An employee must notify his or her supervisor as early as possible, and at least one hour prior to the employee's scheduled work reporting time, if the employee is sick and unable to work. Absence without earned sick time will be considered time not paid. In lieu of using unpaid time, an employee can elect to utilize earned vacation, if available.

Although every employee should strive for a goal of no absences, we recognize the need for the legitimate use of sick leave. Tony's reserves the right to request a doctor's certificate of illness or disability and/or of fitness for duty prior to an employee's return to work. Misrepresentations concerning illness or disability or misuse of sick leave will not be tolerated.

LEAVES OF ABSENCE

To apply for any leave offered by Tony's you should contact Human Resources. If you apply for a leave, you will be asked to state why you want the leave, when you want the leave to begin and when you want the leave to end. You will be informed as to what type and duration of leave,

if any, has been approved and what requirements, such as certification of a health condition, you must fulfill.

All leaves are granted for a specific period of time. If you foresee being unable or unwilling to return to work at the end of the leave period, you should apply for any other leave for which you are eligible, including an extension of the current leave. If you do not return to work at the end of an approved leave period, including any extensions, your employment may be terminated as of the date the leave ends.

If you have a need for time off that is in addition to or is not covered under the provisions of this Handbook, contact Human Resources to determine whether any other type of leave is available at your work location.

FAMILY AND MEDICAL LEAVE

The following policy covers leaves required by the federal Family and Medical Leave Act (“FMLA leave”). All FMLA leave at Tony’s is administered by the Tony’s Market Human Resources department (720-398-4466 or rachel@tonysmarket.com).

ELIGIBILITY REQUIREMENTS

Subject to certain conditions, employees are eligible for FMLA leave if (1) they have worked for the Company for at least one year, (2) they have worked for the Company for at least 1,250 hours during the 12 months immediately preceding the start of FMLA leave, and (3) the Company employs at least 50 employees within 75 miles of the employee’s work site.

An eligible employee may take FMLA leave if the leave is taken for an FMLA-qualifying reason and the employee has not exhausted his or her leave entitlement in the applicable 12-month period.

BASIC LEAVE ENTITLEMENTS

Eligible employees are entitled to up to 12 weeks of unpaid, job-protected leave, per 12-month period, for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee’s child after birth or placement for adoption or foster care;
- To care for the employee’s spouse, son, daughter or parent who has a serious health condition;
- For a serious health condition that makes the employee unable to perform the employee’s job; or
- Because of any Qualifying Exigency (see Military Family Leave Entitlements, below).

MILITARY FAMILY LEAVE ENTITLEMENTS

Eligible employees with a spouse, son, daughter, or parent on active duty or called to active duty status in the Armed Forces, National Guard, or Reserves may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

**The FMLA definitions of "serious injury or illness" for current service members and veterans are distinct from the FMLA definition of "serious health condition."*

DEFINITION OF SERIOUS HEALTH CONDITION

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

USE OF LEAVE

The maximum time allowed for FMLA leave is either 12 weeks in the 12-month period as defined by the Company, or 26 weeks as explained above. The Company uses the 12-month period measured forward from the first day of an employee's leave.

An employee does not need to use this leave entitlement in one block. When medically necessary, leave can be taken intermittently or on a reduced leave schedule. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly

disrupt the Company's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Employees taking intermittent or reduced schedule leave based on planned medical treatment and those taking intermittent or reduced schedule family leave with the Company's agreement may be required to temporarily transfer to another job with equivalent pay and benefits that better accommodates that type of leave.

SUBSTITUTION OF PAID LEAVE FOR UNPAID LEAVE

FMLA permits employers to require employees to use accrued paid leave at the same time they are taking unpaid FMLA leave. The Company requires employees to use the following types of paid leave, if available and applicable, concurrently with unpaid FMLA leave: personal/ sick days, and accrued vacation. The concurrent use of paid leave with unpaid FMLA leave will not increase the amount of FMLA leave available.

Where applicable and permissible, FMLA leave will also run concurrently with parental leave and other types of paid or unpaid leave (e.g., workers' compensation leave, disability leave) that are required by state or other law.

BENEFITS AND PROTECTIONS

During FMLA leave, the Company maintains the employee's health coverage under any group health plan on the same terms as if the employee had continued to work. Employees must continue to pay their portion of any insurance premium while on leave. If the employee is able but does not return to work after the expiration of the leave, the employee will be required to reimburse the Company for payment of insurance premiums during leave.

Upon return from FMLA leave, most employees are restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Certain highly compensated employees (key employees) may have limited reinstatement rights.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave. As with other types of unpaid leaves, paid leave will not accrue during the unpaid leave. Holidays, funeral leave, or employer's jury duty pay are not granted on unpaid leave.

EMPLOYEE RESPONSIBILITIES

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the Company's normal call-in procedures.

Employees must provide sufficient information for the Company to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family

member is unable to perform daily activities; the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Employees also may be required to provide a certification and periodic recertification supporting the need for leave. The Company may require second and third medical opinions at the Company's expense. Documentation confirming family relationship, adoption, or foster care may be required. If notification and appropriate certification are not provided in a timely manner, approval for leave may be denied. Continued absence after denial of leave may result in disciplinary action in accordance with the Company's attendance guideline. Employees on leave must contact Human Resources at least two days before their first day of return.

THE COMPANY'S RESPONSIBILITIES

The Company will inform employees requesting leave whether they are eligible under FMLA. If they are, the notice will specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the Company will provide a reason for the ineligibility.

The Company will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the Company determines that the leave is not FMLA-protected, the Company will notify the employee.

UNLAWFUL ACTS

FMLA makes it unlawful for the Company to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA.
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

ENFORCEMENT

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against the Company.

FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

FAMILY CARE ACT LEAVE

The Company provides up to 12 weeks of unpaid leave to eligible employees to care for their partners in a civil union or domestic partnership, who have serious health conditions. Generally, leave under the Family Care Act is administered consistent with FMLA regulations. Contact your supervisor or Human Resources if you need family care leave.

PERSONAL LEAVE

Under special or urgent circumstances, an employee may find it necessary to request a temporary leave without pay. Any such request should be submitted in writing to a member of the management team or Human Resources, including in the request the reason for and expected length of the leave. Tony's reserves the right to grant or deny any such request, based on any factor it deems relevant, and may not commit to providing you with the same or an equivalent position on your return from the leave.

MILITARY LEAVE

Tony's complies with the Uniform Services Employment and Reemployment Rights Act (USERRA) pertaining to military leave. Employees who are required to fulfill military obligations in any branch of the Armed Forces of the United States, the National Guard, or in state military service will be given the necessary time off and reinstated in accordance with federal law. Accrued vacation may be used for this leave if the employee chooses. Military orders should be presented to Human Resources and arrangements for leave made as early as possible before departure. Employees should notify Human Resources of their intent to return to employment as required by applicable law.

VOTING LEAVE

Tony's encourage employees to exercise their voting rights in all municipal, state, and federal elections.

Under most circumstances, it is possible for employees to vote either before or after work. If it is necessary for employees to arrive late or leave work early to vote in any election, employees should arrange with their **supervisor/manager** no later than the day prior to Election Day.

JURY DUTY

Tony's recognizes jury duty as a civic responsibility of everyone. When summoned for jury duty, an employee will be granted leave to perform his or her duty as a juror. If the employee is excused from jury duty during his or her regular work hours, he or she is expected to report to work promptly.

You receive full pay up to \$50.00 per day for the first three days of jury duty if you are scheduled to work and are a nonexempt employee. Jury duty beyond three days is without pay from the Company for nonexempt employees. However, beginning with the fourth day and thereafter, the juror is paid \$50.00 per day by the State of Colorado for state, district, or county courts. You are expected to report to work if you are excused from jury duty during normal work hours.

PARENTAL INVOLVEMENT LEAVE

Eligible employees may be granted parental involvement leave to attend certain academic activities for school aged children. To be eligible, an employee must work in a nonexecutive or

nonsupervisory capacity and be the parent or legal guardian of a child enrolled in either public or private school grades K-12 or certain nonpublic home-based educational programs. Employees can take leave for the following academic activities: Parent-teacher conferences and meetings about special education services, response to intervention, dropout prevention, attendance, truancy, or disciplinary issues.

Use of Leave

Full-time employees may take up to a maximum of 18 hours in an academic year to attend such activities. Part-time employees may take leave on a prorated basis. Employees may not take more than six hours of leave in any one-month period and leave may not be taken in increments of longer than three hours.

Paid Leave Substitution

The Company requires employees to use accrued paid leave (personal/sick days or vacation) while taking Parental Involvement Leave. Further leave may not be provided where an employee has exhausted accrued paid leave. Upon management's discretion, the Company may allow employees to make up the time lost while on Parental Involvement Leave; employees must complete make-up time in the same week the Parental Involvement Leave was taken.

Notice Requirements

Except in emergencies, employees are required to provide at least one calendar week's advance notice of the need for leave. Employees must provide written verification of the academic activity from the school or school district. In emergencies, employees are required to provide notice and written verification from the school as soon as possible after learning of the need for leave. Employees are required to make a reasonable attempt to schedule academic activities outside regular work hours.

Limitations on Leave

The organization may limit the ability of an employee to take Parental Involvement Leave in cases of emergency or in other situations where the employee taking leave may endanger a person's health or safety or in a situation where the absence of the employee would result in a halt of service or production.

MEDICAL, DENTAL, VISION INSURANCE , FLEXIBLE SPENDING AND DEPENDENT CARE ACCOUNTS

Tony's Cafeteria Plan currently offers eligible employees the pre-tax advantage of joining PPO medical, dental, vision plans as well as Flexible Spending and Dependent Care accounts. Eligible employees may enroll to participate in any of these programs the first of the month after 60 days of continuous full-time employment.

401(K)

Eligible employees may enroll in Tony's 401(k) plan, which can assist them in saving for retirement, the first of the month after 90 days of continuous employment.

WORKERS' COMPENSATION

This policy covers employee injuries, including any and all accidents, injuries, and illnesses, as long as they occur while the employee is actually at work performing his or her job duties or if they are causally related to situations arising from the employee's work environment. The Company is committed to a safe work environment for employees. Employees should report any unsafe practices or conditions to their supervisor.

If employees are injured on the job, no matter how minor, they must immediately report this fact in writing to Human Resources.

If medical treatment for an on-the-job injury is needed, it must be obtained from one of the Company's designated physicians. If not, the employee may be responsible for the cost of medical treatment. All injuries seeking medical treatment will be subject to drug testing.

THE EMPLOYMENT RELATIONSHIP

WORK WEEKS AND PAY PERIODS

Employees are paid every other Friday. If the regular payday occurs on a holiday, the payday is the last working day prior to the holiday. On each payday, employees can access a statement showing gross pay, deductions and net pay from the Employee Self Service website.

Automatic deductions such as additional tax withholding, contributions to voluntary benefit plans and individual savings plans may be arranged through Human Resources

For the employees' convenience, we offer the option of having their paycheck automatically deposited to their bank account.

ATTENDANCE

Absenteeism and tardiness can be a very serious problem for our Company. It is costly, causes unnecessary overtime, imposes additional work on co-workers and supervisors, disrupts schedules, and creates morale problems.

Employees are expected to be at work and on time as scheduled. It is recognized that occasional amounts of absence for sickness are often beyond the control of the employee.

If it is necessary for employees to be absent from work due to illness, injury, or emergency situation, they must notify the Company as soon as possible. Employees should contact their immediate supervisor, or if unavailable, the department manager, the manager on duty (MOD) or Human Resources Department Director. Employees should notify the Company of the reason for their absence and expected return date. Voice mail and email messages are not acceptable.

Absenteeism or tardiness that is excessive in the judgment of the Company will not be tolerated.

Employees who are absent for two consecutive workdays without notifying their supervisor may be terminated.

PAYROLL CLASSIFICATIONS

For payroll purposes, employees are classified as exempt or non-exempt under applicable wage and hour laws.

Salaried Employee - an employee normally scheduled to work at least 45 hours per week. Salaried employees are currently eligible for Company benefits.

Full-time Employee - an employee normally scheduled to work at least 30 hours per week as defined by the Affordable Care Act. However, full time employees of our Company are expected to work 40 hours per week. Full-time employees are currently eligible for Company benefits.

Part-time Employee - an employee normally scheduled to work less than a 27 hour workweek. Part-time employees are currently ineligible except as required by law for Company benefits.

Seasonal Employee - an employee who is hired in a job established for a temporary period or for a specific assignment. Seasonal employees are currently ineligible except as required by law for Company benefits.

Exempt Employee - an employee who is not eligible for overtime pay.

Nonexempt Employee - Nonexempt employees are eligible for paid overtime at one and one-half times their regular rate of pay for all hours worked in excess of 40 hours per workweek or 12 hours in a day.

Any employee who has questions or concerns regarding his or her classification, or any aspect of payroll or benefits administration, should contact Human Resources.

TIMEKEEPING AND OVERTIME FOR NON-EXEMPT EMPLOYEES

To make sure you are properly paid, punch your time card "In" at the beginning of the shift and "Out" at the end of the shift. The work in your department is planned on the basis that everyone reports on time. Tardiness, of course, results in lost time for which you are not paid.

Employees must take a full 30-minute lunch period. You should also punch your time record showing "Out" and "In" for the time during the lunch period.

You may not punch another person's time card or permit anyone else to punch yours. Do not falsify information on your time card. Such conduct will not be tolerated. Should you punch someone else's time card by mistake, notify your supervisor immediately.

These records are the only ones used by the Company to calculate your pay. It is very important that they are accurate and complete. Employees are expected to submit accurate and complete time records reflecting all hours worked. If you also choose to keep your own personal time records, you must provide them to the Company if you find a discrepancy

between the Company's records and your records. Contact your supervisor or Human Resources with any questions about how your pay is calculated. Promptly notify your supervisor or Human Resources if you notice any mistakes in your time records or your pay. Also notify one of these individuals if you perceive that anyone is interfering with your ability to record your time accurately and completely. All reports will be investigated and appropriate corrective action will be taken. The Company will not tolerate retaliation against employees for making a report or participating in an investigation.

SALARY FOR EXEMPT EMPLOYEES

Exempt employees must be paid on a salary basis. Exempt employees are not eligible for overtime pay but are required to spend whatever hours are necessary to fulfill their job responsibilities.

Any employee who believes that an improper deduction has been made to his or her salary should immediately notify Human Resources. Tony's will promptly review and investigate any complaint and will reimburse any employee found to have been subject to an improper deduction from salary.

COMPENSATION

Employee compensation rates are determined based on Tony's business needs and circumstances, job duties and responsibilities, qualifications, experience, education, and any other factor that Tony's deems relevant. Tony's is not required to adhere to any set salary scale and may in its discretion deviate from salary norms, as circumstances require.

GARNISHMENTS

By law or court action, a creditor can require the Company to withhold a certain percentage of your pay. If garnishments or similar proceedings are instituted against an employee, the Company will deduct the required amount from the employee's paycheck. Garnishment actions are conducted in compliance with appropriate federal and state laws.

BREAKS

Meal and break times are currently provided to relax and refresh you for the day's work. Since each department's and staff's needs are different, ask your manager for the meal and break schedules for your area.

Generally, meal periods for store employees 60 minutes in length and breaks are 10 minutes long. 30 minute meal periods may be granted only with the General Manager's approval. Meal periods for TRFC employees are 30-60 minutes in length and breaks are 10 minutes long. While meal periods are counted as unpaid time, break periods are included in your paid work time. You are prohibited from performing any work while on your unpaid meal period.

When breaks must be skipped because of workload, it does not mean you can leave early.

NURSING MOTHERS

A private space will be provided, and time will be permitted, for nursing mothers to express milk during the workday. The time permitted typically will not exceed the normal time allowed for

lunch and breaks. If additional time is needed above and beyond normal breaks/meal time, the supervisor and employee will agree upon a plan which might include the employee using annual leave/vacation time, arriving at work earlier, or leaving later.

PERFORMANCE APPRAISAL

Evaluating employee job performance and providing feedback is an important factor in making employment-related decisions. See your supervisor for information regarding our review process.

PERSONNEL RECORDS

The Company keeps a personnel file as a record of your employment. It is important for this record to be up-to-date and complete. This enables us to reach you in an emergency, forward your mail, and properly maintain your insurance and other benefits. It also helps keep track of your payroll deductions and many other things that concern you as an individual.

Employees must use the Employee Self Service website to enter changes in any of the following areas: Name, residence, telephone, marital status, insurance changes, tax exemptions, person to notify in case of an emergency, and other relevant information.

Additionally, you should notify the Human Resources Department if you complete educational or training courses. This information may be considered with your other employment records as job opportunities arise in the Company.

If you want to look at your file or discuss it with someone, contact the Human Resources Department.

TERMINATION

If you desire to end your employment relationship with the Company, we ask that you notify us as soon as possible of the intended termination. Notice generally allows sufficient time to collect company property, process monies to which you may be entitled, convert insurance, and correctly calculate a final paycheck. Tony's appreciates and encourages such notice.

Employees are expected to return all Company property in their possession on or before the end of their employment. The value of unreturned Company property will be deducted from the final paycheck.

Exit interviews may be conducted by the Human Resources Department to gather constructive feedback from employees who leave the Company. Information gained may identify problem areas and provide opportunities for the Company to improve.

REHIRE

If you wish to seek re-employment with the Company after resignation or having been off the payroll for a period, you may do so by applying to the Human Resources Department.

Re-employment is based on the same Company needs and qualifications as are considered in the employment of any other applicant.

ACKNOWLEDGMENT OF RECEIPT

I HAVE RECEIVED A COPY OF THE EMPLOYEE HANDBOOK DATED _____
_____. I UNDERSTAND THAT I AM TO BECOME FAMILIAR WITH ITS CONTENTS.
FURTHER, I UNDERSTAND:

- EMPLOYMENT WITH TONY'S MARKET AND TONY ROSACCI'S FINE CATERING IS AT-WILL. I HAVE THE RIGHT TO END MY WORK RELATIONSHIP WITH THE COMPANY, WITH OR WITHOUT ADVANCE NOTICE FOR ANY REASON. THE COMPANY HAS THE SAME RIGHT.
- THE LANGUAGE USED IN THIS HANDBOOK AND ANY VERBAL STATEMENTS OF MANAGEMENT ARE NOT INTENDED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED, NOR ARE THEY A GUARANTEE OF EMPLOYMENT FOR A SPECIFIC DURATION.
- THE HANDBOOK IS NOT ALL INCLUSIVE, BUT IS INTENDED TO PROVIDE ME WITH A SUMMARY OF SOME OF THE COMPANY'S GUIDELINES.
- THIS EDITION REPLACES ALL PREVIOUSLY ISSUED HANDBOOKS. THE NEED MAY ARISE TO CHANGE THE GUIDELINES DESCRIBED IN THE HANDBOOK, EXCEPT FOR THE AT-WILL NATURE OF EMPLOYMENT. THE COMPANY THEREFORE RESERVES THE RIGHT TO INTERPRET THEM OR TO CHANGE THEM WITHOUT PRIOR NOTICE.
- NO REPRESENTATIVE OF TONY'S MARKET AND TONY ROSACCI'S FINE CATERING, OTHER THAN THE PRESIDENT, HAS THE AUTHORITY TO ENTER INTO AN AGREEMENT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD AND SUCH AGREEMENT MUST BE IN WRITING, SIGNED BY THE PRESIDENT AND ME. WE HAVE NOT ENTERED INTO SUCH AN AGREEMENT.

Print Employee Name

Date

Employee Signature