



Fresh. Friendly. Local.

# Team Member and Manager Handbook



March 1, 2022

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# Core Policies

## 1.0 Welcome

### 1.1 You're On the Co-op Team!

Welcome! You have just joined a dedicated organization with a community mission. We hope that your employment with Swarthmore Co-op will be rewarding and challenging. We take pride in our team members as well as in the products and services we provide to our community.

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

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

If you have questions about your employment or any provisions in this handbook, contact your manager, HR, or the General Manager.

We wish you professional success and growth in your employment here at the Swarthmore Co-op.

Welcome to the team!

With pride and passion,  
Your Co-op Team

### 1.2 At-Will Employment

Your employment with Swarthmore Co-op is conducted on an "at-will" basis. This means your employment may be terminated at any time, with or without notice, and with or without cause. Likewise, we respect your right to leave the Co-op at any time, with or without notice and with or without cause.

Nothing in this handbook or any other Co-op document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the President of the Board of Directors has the authority to make promises or negotiate with regard to guaranteed or continued employment.

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

## 2.0 Introduction to the Swarthmore Co-op

### 2.1 About the Company

In 1932, two years into what would soon be known as the Great Depression, a few women in the Swarthmore community were determined to find a solution to the lack of quality and fresh produce. Gathered in houses of local Swarthmoreans, wives of Swarthmore College professors planted the beginnings of a produce-buying club. The buying-club gave Swarthmore families access to fresh produce at an affordable price, while supporting the local farmers and boosting the Swarthmore economy. News of the buying club grew rapidly and by 1937, the roots of the third oldest food cooperative in the nation were planted.

After some necessary pruning over the years, the CO-OP prospered in the late 80's. It was clear a new location was no longer a desire, but a necessity. Our finances, however, presented a serious obstruction. Financial planning for a new plot began in 2002. With the help from our founding members, we were able to recruit 720 new members and raise over \$640,000 in member loans, just enough to reestablish the CO-OP's storefront. Two years later, on October 14, 2004, the new CO-OP opened its doors.

We have ripened into the richness that is the Swarthmore CO-OP today. The CO-OP offers its owners and shoppers the fruits of their consistent care, including a full service butcher and seafood counter, a delicatessen with prepared foods by our Chef, extended produce and grocery departments, and a variety of local cheeses and specialty products. Just like our founding members, we are committed to providing the Swarthmore community with fresh and quality products at an affordable price, while supporting the local economy.

The Swarthmore CO-OP has survived truly due to its owners' patience and commitment to buying local. As our community of members, local farmers and providers, and shoppers expands, we continue to serve our mission a vibrant and sturdy addition to the Swarthmore community. Together, our strong roots can reinforce the future of the local and global food system, and strengthen the ties of the community.

As a new Team Member at the Swarthmore Co-op, you become part of our community, and a valued resource in meeting our mission as a cooperative. Welcome!

## **2.2 Mission Statement**

The existence of this member-owned market means that Swarthmore and its surrounding communities will be healthier and more vibrant, the local food system will thrive, and meaningful connections will be forged between member-owners, customers, and workers in a welcoming environment.

The Swarthmore CO-OP is a community-owned food cooperative with a bricks and mortar market that's open to everyone. Over 2000 households within our community help financially support the CO-OP and allow us to bring locally farmed food options to the table, educate children about sustainable farming, help feed local families in need and host fun community-based events. The Co-op is a key element of the economic community in Swarthmore, and is an award-winning market enjoyed by many.

We are proud to:

- Provide fairly priced foods and grocery products
- Ensure a compelling shopping experience, in which our customers feel welcomed and gain a sense of community
- Create a positive work environment staffed by engaged employees
- Anchor the Swarthmore business district
- Build connections with surrounding communities
- Provide opportunities for community engagement, education, and outreach
- Strengthen the local food system
- Inspire confidence of members and shoppers in the CO-OP's high levels of integrity, accountability and transparency

## **2.3 Ethics Code**

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

We expect that officers, directors, and team members will not knowingly misrepresent the Co-op and will not

speaking on behalf of the Co-op unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about the Co-op or operations, or that of our customers or partners, is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to privacy).

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

Please reference both the Employee Code of Conduct, and the Managers Code of Conduct in this handbook.

## **2.4 Employee Code of Conduct**

### **I will maintain a positive attitude and take pride in my Co-op.**

I will bring my best self to work each day. I will not allow frustrations or personal issues to negatively affect my attitude or interaction toward my co-workers. I will take pride in my work and remember that anything worth doing is worth doing well.

### **I will understand and support decisions.**

I will accept decisions, whether or not I agree with them. If I disagree with a decision I will voice my concerns directly to the group or the individual who was responsible for making the decision. I acknowledge that once a decision is made and I have offered input, that I will fully support that final decision and I will not express dissent outside of the team that might fuel rumor, divisiveness, place blame, show anger, or cause conflict.

### **I will commit myself to being a leader.**

I recognize that I lead by example in the way I work and speak at the Co-op. I will continuously work to demonstrate these qualities throughout each day. I will also as a leader, continue to pursue new skills and operational improvements that will assist the Co-op in moving forward.

### **I will maintain confidentiality.**

In order to maintain respect and uphold workplace cohesiveness I will keep applicable discussions and any such matters confidential. I will make each of my co-workers feel comfortable in expressing their opinions and in sharing their ideas freely without having any concern that I may violate their trust.

### **I will hold myself accountable to this agreement.**

I will constantly seek to improve my abilities and results as a staff member. I will quickly seek to correct my behavior if I begin to fall short of these goals. I will not take offense when my deficits are addressed.

## **2.5 Manager Code of Conduct**

### **I will maintain a positive attitude and take pride in my co-op.**

I will bring my best self to work each day. I will not allow frustrations or personal issues to negatively affect my attitude or interaction toward my coworkers. I will take pride in my work and remember that anything worth doing is worth doing well.

### **I will understand and support decisions.**

I will accept decisions, whether or not I agree with them. If I disagree with a decision I will voice my concerns directly to the group or the individual who was responsible for making the decision. I acknowledge that once a decision is made and I have offered input, that I will fully support that final decision and I will not express dissent that might fuel rumor, divisiveness, place blame, show anger, or cause conflict. I will explain these decisions to other staff members in an unbiased manner.

### **I will commit myself to being a leader.**

I understand that as a manager I have committed myself to a leadership role in the store. I will continuously work to demonstrate these qualities throughout each day. I recognize that I lead by example in the way I work and speak at the Co-op. As a leader, I will also continue to pursue new technical as well as management skills as make operational improvements that will assist the Co-op in moving forward.

### **I will maintain confidentiality.**

In order to maintain respect and uphold workplace cohesiveness I will keep applicable discussions and any such matters confidential. I will make each manager feel comfortable in expressing their opinions and in sharing their ideas freely both within the group and with each other without having any concern that I may violate their trust.

**I will hold myself accountable to this agreement.**

I will continually seek to improve my abilities and results as a manager. I will quickly seek to correct my behavior if I begin to fall short of these goals. I will not take offense when my deficits are constructively addressed.

## **2.6 Revisions to Handbook**

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

## **3.0 Hiring and Orientation Policies**

### **3.1 Conflicts of Interest**

Swarthmore Co-op is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest, such as providing special favors to customers or receiving or providing a tangible or intangible benefits to from a supplier, you must disclose it to your Supervisor. If an actual or potential conflict of interest is determined to exist, the Company will take such steps as it deems necessary to reduce or eliminate this conflict. Should you feel that this policy has been violated, please speak to Human Resources.

### **3.2 Disability Accommodation**

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

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

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

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

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

If leave is provided as a reasonable accommodation, such leave may run concurrently with any other leave where permitted by state and federal law.

The Co-op will not discriminate or retaliate against team members for requesting an accommodation.

### **3.3 Employment Authorization Verification**

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization. If you are currently employed and have not complied with this requirement or if your status has changed, inform your supervisor.

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

### **3.4 EEO Statement and Non-harassment Policy**

#### *Equal Opportunity Statement*

Swarthmore Co-op is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed service member status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

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

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

#### *Policy Against Workplace Harassment*

Swarthmore Co-op has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed service member status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, team members, vendors, visitors, customers, or owners are strictly prohibited and will not be tolerated.

#### *Sexual Harassment*

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

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

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another individual;



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

### Other Harassment

Other workplace harassment may involve verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed service member status, or any other status protected by federal, state, or local laws.

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

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

### Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify your Department Manager, Human Resources, or the General Manager at (610) 543-9805 and 341 Dartmouth Ave., Swarthmore, PA 19081, or the current Board President.

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

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

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

## **3.5 Employment of Relatives and Friends**

While current employees of the Co-op can refer candidates for open roles, we cannot employ friends or relatives in circumstances where actual or potential conflicts may arise that could compromise supervision, safety, confidentiality, security, or team morale and cohesiveness. Should you refer a candidate to the Co-op for an open position, or be aware that someone you know is applying for a job, it is your obligation to inform the Co-op of any such potential conflict so that we may determine how best to respond to the particular situation. The Co-op may employ immediate family members of current members of the Co-op Board of Directors with prior consideration and approval from the General Manager and the President of the Board of Directors.

### **3.6 Job Descriptions**

The Co-op attempts to maintain a general job description for each position. If you do not have a current copy of your job description, you should request one from your manager, or Co-op senior leadership.

Job descriptions prepared by the Co-op serve as an outline only. Due to fluid business needs, you may be required to perform job duties that are not within your written job description. Furthermore, the Co-op may have to revise, add to, or delete from your job duties to adapt to current business needs. On occasion, the Co-op may need to revise job descriptions with or without advance notice to employees.

If you have any questions regarding your job description or the scope of your duties, please speak with your direct manager, or Co-op senior leadership.

### **3.7 New Hires and Introductory Periods**

The first 60 (sixty) days of employment is considered your Introductory Period. During this period, you will become familiar with the Co-op, your job responsibilities, and your expected contribution in your role. You will of course have a chance to determine whether the job role, and the Co-op culture are a good match for you. Additionally, your manager, the General Manager, and HR will have the opportunity to evaluate the quality of fit between you, the Co-op environment, and your specific job responsibilities. Should it be useful, the Co-op can then work with you to make any necessary adjustments in your assigned job responsibilities.

In some circumstances, new employees are unable to fulfill the duties of their new roles in a satisfactory way during their Introductory Period, and may be released for performance issues. In some circumstances, your Introductory Period can be lengthened as deemed useful by the General Manager and Human Resources, with the cooperation and advice of your supervisor. Successful completion of this Introductory Period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

### **3.8 Posting of Openings**

The Co-op is committed to promoting qualified team members whenever possible, consistent with the need to assure that all positions are staffed by highly competent individuals. New job openings will generally be communicated by email, by supervisors to their team members, and on the Co-op website.

### **3.9 Religious Accommodation**

The Co-op is dedicated to treating its team members and management staff equally and with respect, and recognizes the diversity of their religious beliefs. All employees may request an accommodation when their sincerely held religious beliefs cause a deviation from the Co-op dress code, the individual's schedule, basic job duties, or other aspects of employment. The Co-op will consider the request, but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are impacts to safety, cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other team members — when determining a reasonable accommodation. The Co-op will not question the merits of a person's sincerely held belief.

If you require a religious accommodation, please speak with your supervisor, HR, or General Manager.

### **3.10 Training Program**

In most cases, and for most departments, training of Team Members is done on an individual basis by the assigned department manager. Even if you have had previous experience in the specified functions of your job duties, it is necessary for you to learn Co-op specific procedures, as well as the responsibilities of the specific position. Specialized training in Co-op beer and wine sales protocols, and state regulations may be required for your job. If you ever feel you require additional training, consult your manager, the GM, or HR.

## 4.0 Wage and Hour Policies

### 4.1 Accommodations for Nursing Mothers

Swarthmore Co-op will provide nursing mothers reasonable break time to express milk for their infant child(ren) for up to one year following the child's birth.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from co-workers and the public.

Expressed milk can be stored in a personal cooler, or in the refrigerator reserved for employees. Sufficiently mark or label your milk to avoid confusion for other team members who may share the refrigerator.

We ask that you make reasonable efforts to prevent disruption to Co-op operations.

You are encouraged to discuss the length and frequency of these breaks with your Supervisor or HR.

### 4.2 Attendance

Swarthmore Co-op schedules employees to facilitate the best possible shopping experience and environment for our customers. Therefore, it is essential that you adhere to the weekly schedule as written. It is expected that you will arrive on time for your scheduled shift and will depart at the time you are scheduled to leave for the day. Early departure from a scheduled shift is disallowed and considered an unapproved absence unless an emergency has occurred and a manager has approved the situation.

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

#### **If you are going to be late:**

- You must call and talk directly to your department manager or the Manager on Duty (MOD) if you anticipate being late for your scheduled shift. Leaving a message or talking to a cashier and not a manager or MOD is not acceptable. (Texting a message without a confirmation returned by your manager is not acceptable.) A pattern of late arrivals negatively impacts your team mates as well as the Co-op's ability to deliver high-quality customer service to its shoppers and owners. Repeated arrivals past your scheduled time to work is a performance issue that may involve discipline up to and including termination of employment.

#### **If you have to call out of your shift:**

- Calling out for a scheduled shift should happen only in the case of illness or personal emergency. You must contact your manager, and send an email to [sick@swarthmore.coop](mailto:sick@swarthmore.coop) to ensure that coverage can be arranged at the store. You should speak to either your department manager or the MOD, or the GM. A text to a manager, GM, or MOD is insufficient unless you receive a text response.
- If the Co-op does not receive the proper communication of your absence, your missed shift will be considered unexcused.
- It is your responsibility to know your manager's phone numbers.
- Personal issues requiring time away from your work, such as doctor's appointments or other matters, should generally be scheduled during your nonworking hours or days off.

If you are absent for three successive scheduled shifts without notifying the Co-op, it is assumed that you have voluntarily abandoned your position with the Swarthmore Co-op, and your employment will be terminated.

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

If you leave the worksite and do not appropriately record the time away on your time records, it may constitute falsification of time records and be subject to disciplinary action up to and including termination.

### **4.3 Direct Deposit**

Swarthmore Co-op requires all team members to enroll in direct deposit at an FDIC supported bank or credit union of your choice. You will be asked during your onboarding activity to provide information and documentation concerning your bank routing number and the bank account to which your compensation will be transferred. Onboarding cannot be completed without documentation of your direct deposit bank account.

### **4.4 Introduction to Wage and Hour Policies**

As a Co-op Team Member, your compensation depends on a wide range of factors, including pay scale surveys, individual effort, profits, and market forces. If you have any questions about your compensation, including matters such as paid time off, overtime, benefits, or paycheck deductions, please speak with your manager, HR or the General Manager.

### **4.5 Job Abandonment**

If you fail to be present for scheduled work or fail to call in (per established procedures) with an acceptable reason for the absence for a period of three consecutive scheduled shifts, you will be considered to have abandoned your job and to have voluntarily resigned from Swarthmore Co-op.

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

Swarthmore Co-op strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods.

Our cashiers and other hourly employees are expected go the extra mile to ensure each guest has an exceptional experience with each visit to the store. And we know that keeping our employees fresh by providing breaks during their shifts is important to their ability to deliver our customer service standards. You and your manager should arrange your breaks during your work shift using the following guidelines:

- One paid 15-minute break during every four-hour shift; and
- One unpaid meal break of at least 20 minutes, but not more than 30 minutes for every six-hours of work. The Co-op does not hire individuals less than 18 years old.
- If you are scheduled for a six-hour shift or more, you are given one 15-minute paid break, as well as one unpaid meal break of between 20 and 30 minutes. We require you to take your breaks to relax and ensure you're able to deliver the great customer service we promise to customers. And we do require that you take a meal break of between 20 and 30 minutes during any six-hour or more shift. Please remember that your breaks must be arranged with the approval of your supervisor or manager, and that breaks cannot be broken into smaller time segments.

Additionally, please keep in mind that you are not permitted to eat at your work station at any time, but should find a designated break or other area that is off the store retail floor. Your supervisor can help direct you to a safe, appropriate place to enjoy a snack or a meal. Each department has individual rules regarding the consumption of beverages while working that must be observed. All beverages must have tops or lids attached at all times.

Please notify your manager or supervisor as soon as possible if you were unable to or prohibited from taking a meal or rest period as scheduled.

### **4.7 Overtime**

If you are an hourly employee, you may qualify for overtime pay. All overtime must be approved in advance by your supervisor or Manager. (Co-op managers are considered FLSA exempt employees, and are not currently eligible for overtime.)

Although rare, there may be times when the Co-op may require you to work overtime. We will attempt to give as much notice as possible in this instance, however, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

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

#### **4.8 Pay Period**

At the Co-op, the standard pay period is biweekly for all employees. You will be paid on Thursday or Friday for the two-week period that ends on the previous Saturday. Your manager, HR, Bookkeeping, or the General Manager can confirm the pay period schedule for you if you have questions. .

When our payday is a holiday, you normally will be paid on the Wednesday working day before the holiday.

Review your pay deposit for accuracy using your employee portal to the Co-op payroll vendor site. If you find an issue, report it to your manager or supervisor, or to HR immediately.

#### **4.9 Paycheck Deductions**

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

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

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

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

#### **4.10 Recording Your Work Time**

Swarthmore Co-op is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain team members. To ensure that the Co-op has complete and accurate time records and that team members are paid for all hours worked, hourly (nonexempt) team members are required to record all working time using the Co-op time clock. Exempt team members may also be required to track days or time worked. Speak with your Supervisor for specific instructions.

You must accurately record all of your time to ensure you are paid for all hours worked, and must follow established Co-op procedures for recording your hours worked. Time must be recorded as follows:

- Clock in at the beginning of your scheduled and end of your shift, and for your meal breaks.
- Do not clock in for your shift until you are ready to work and dressed properly. You are expected to work until the end of your shift. Any employee purchases should be made during a shift break, meal break, or before or after your shift.

There may be occasions when you will be required to complete online training independently. Please ensure you keep an accurate record of all time spent during training and submit your time record to your manager or Human Resources. If you have any questions, please see your manager. Always notify your manager of any pay discrepancies, unrecorded or misrecorded work hours, or any involuntarily missed meal or break periods.

**You may not punch in or out of work for another employee under any circumstances.** Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." If you falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including termination. Immediately report to Human Resources any employee, supervisor, or manager who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock.

#### **4.11 Travel Time Pay**

Some nonexempt positions within Swarthmore Co-op may require occasional travel for meetings, training or other reasons. The Co-op pays hourly team members for travel time in accordance with federal and state law.

##### **Home to Work Travel**

If you travel from home before the regular workday and return to your home at the end of the workday, you are engaged in ordinary home to work travel, which is not compensable work time.

##### **Home to Work on a Special One Day Assignment in Another City**

If you are given a special one day assignment in another location, but return home the same day, the time spent in traveling to and returning from the other location is considered compensable work time, with the exception that the Co-op may deduct/not count that time you would normally spend commuting to the regular store site.

##### **Travel That Is All in a Day's Work**

Your time spent in travel as part of your principal activity, such as travel from job site to job site during the workday, is work time and must be counted as hours worked.

##### **Travel Away from Home Community**

Travel that keeps you away from home overnight is travel away from home. Travel away from home is clearly work time when it cuts across your workday. The time is not only hours worked on regular working days during normal working hours but also during corresponding hours on nonworking days. The Company will not consider as work time that time spent in travel away from home outside of your regular working hours as a passenger on an airplane, train, boat, bus, or automobile.

##### **Work Performed While Traveling**

Any work you perform while traveling must be counted as hours worked.

##### **Calculating and Reporting Travel Time**

You are responsible for accurately tracking, calculating, and reporting your travel time. Travel time should be calculated by rounding up to the nearest quarter hour.

## **5.0 Performance, Discipline, Layoff, and Termination**

### **5.1 Criminal Activity/Arrests**

The Co-op will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by the Co-op, whether on or off Co-op property, may result in disciplinary action including suspension or termination of employment. If you are detained for criminal activity or legal proceedings, you are required to notify the Co-op as soon as possible to comply with Co-op attendance policies.

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

## **5.2 Disciplinary Process**

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

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

## **5.3 Exit Interview**

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

## **5.4 Open Door/Conflict Resolution Process**

The Co-op strives to provide a comfortable, productive, ethical and legal work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the workplace to the attention of your manager or supervisor, and, if necessary, to Human Resources or other senior leadership. To help manage conflict resolution we have instituted the following problem solving procedure:

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

## **5.5 Outside Employment**

Outside employment for full-time employees that creates a conflict of interest or that affects the quality or value of your work performance or availability at Swarthmore Co-op is prohibited. The Co-op recognizes that you may seek additional employment during off hours, but in all cases expects that any outside employment will not affect your attendance, job performance, productivity, work hours, or scheduling, or would otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. Any outside employment that will conflict with your duties and obligations to the Company should be reported to your Supervisor. Failure to adhere to this policy may result in discipline up to and including termination.

## **5.6 Pay Raises**

Depending on financial health and other store operations circumstances, efforts will be made to provide pay raises based on overall employee contribution or in concert with a change of job role requiring increased skills and responsibilities. We encourage each team member to prepare and apply for open roles that interest them and will contribute to increasing their portfolio of knowledge and skills. There are no set pay raises for time in position, or tenure with the Co-op.

## 5.7 Performance Improvement

Knowing where you stand and how you're performing is important to your growth within the Co-op, and the entire employee team. The Co-op is a fluid environment in which day-to-day changes take place in order to adapt to shopper and owner needs. Your manager or supervisor will communicate basic processes to follow for the department or departments in which you may be assigned. Our approach to providing feedback to you about your performance and contributions at the Co-op is based on frequent, intermittent feedback, instead of the annual formal appraisals you might be used to in other organizations. This process requires everyone to be proactive in requesting feedback on tasks, projects, and teamwork skills. The Co-op will ensure you're up to speed on what's expected, how you can improve, and how your career goals and objectives can be constructively pursued, but your active involvement and requests for specific feedback are necessary, and are a critical team member responsibility. Operations managers will review their specific departmental operations goals and numbers with the General Manager at least twice per year. It's important to note that although some or most feedback from your manager, supervisor, or other senior leadership may be positive, it does not negate the "at will" nature of the employment relationship.

## 5.8 Post-Employment References

Swarthmore Co-op policy is to assist those employees in good standing in finding the position for which they are best suited. To this end, not only will we confirm dates of employment and job title, we will provide assistance and resources to help an employee transition to another job in a chosen profession. With written authorization, the Co-op will confirm a compensation rate. Forward any requests for employment verification to Human Resources.

## 5.9 Promotions and Transfers

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

All team members promoted into new job positions will undergo a 30 day Introductory Period as described in the New Hires and Introductory Periods policy. Unlike new hires, however, such employees will continue to receive Co-op benefits for which they are eligible.

## 5.10 Resignation Policy

Swarthmore Co-op hopes that your employment as a member of the team will be a mutually rewarding experience; however, the Co-op acknowledges that changing circumstances can cause you to resign employment. The Co-op intends to handle any resignation in a professional manner with minimal disruption to the workplace.

### Notice

The Co-op does ask that you provide a minimum of two weeks' notice of your resignation. If you are a Manager, you are required to provide a minimum of two weeks' notice or you may forfeit the payout of any earned, but unused, vacation time. Please provide a written resignation letter to your Manager, or to HR or the GM if you are a manager. If you provide less notice than requested, the Co-op may deem you to be ineligible for rehire, depending on the circumstances of the notice given.

The Co-op reserves the right to provide you with pay in lieu of notice in situations where job or business needs warrant.

### Final Pay

The Co-op will pay team members who have separated from the organization in accordance with applicable laws and other sections of this handbook.

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



## Return of Property

All Co-op company property must be returned at the time of separation, including any borrowed equipment or keys. Failure to return some items may result in deductions from your final paycheck where state law allows.

### **5.11 Standards of Conduct**

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

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

Examples of inappropriate conduct include:

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

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

**Please also reference the Employee Code of Conduct and the Managers Code of Conduct in sections 2.4 and 2.5 respectively of this handbook.**

## **6.0 General Policies**

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

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

Supervisors and others in management may have access to your personnel file for possible employment-related decisions. If you wish to review your personnel or medical records file, you must give the Co-op reasonable written notice. Inspection must occur in the presence of a designated Co-op representative, and may not be viewed electronically from an off-site location.

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

### **6.2 CO-OP Name, Logo, and Letterhead**

You may not use the Co-op's name, logo, any of its authorized logo emblems, or letterhead without authorization. Improper use for commercial, personal, organizational, or political gain is subject to performance action, including termination of employment.

Also, you may not act as a private person in a way that could create the impression that you are speaking for the Co-op.

### **6.3 Driving Record**

All team members required to operate a motor vehicle as part of their employment duties at Swarthmore Co-op must maintain a valid driver's license and acceptable driving record. The Co-op may run a motor vehicle department check to determine your driving record. It is your responsibility to provide a copy of your current driver's license for your personnel file annually. Any changes in your driving record, including but not limited to driving infractions, must be reported to the Co-op, if your work responsibilities involve driving a Co-op vehicle.

State law requires all motorists to carry auto liability insurance. It is against the law to drive without insurance. If you use your own vehicle as a part of your employment duties, you must provide management with a current proof of insurance statement or card. New proof of insurance is required every time your policy expires and renews.

### **6.4 Employer Sponsored Social Events**

The Co-op holds periodic social events for managers and team members. Be advised that your attendance at these events is voluntary and does not constitute part of your work-related duties. On some occasions, an all-store team meeting may be held with a social event following the meeting. Your attendance may be required at the store meeting portion; attendance at the social event is voluntary. Any hourly employee will be paid for his/her participation and attendance in the meeting.

Alcoholic beverages are occasionally available at these events. Anyone under 21 years of age will not be served alcohol, however non-alcoholic beverages will be provided. If you choose to drink alcoholic beverages, you must do so in a responsible manner. Do not drink and drive. Instead, please call a taxi, appoint a designated driver, or let a manager know of your need for alternative transportation home from the event.

### **6.5 Incentives or Gifts Guidelines**

CO-OP employees cannot accept, offer, or give any gifts or incentives of more than nominal value (in most cases \$25 or less) with any person or group that Swarthmore CO-OP has or is considering doing business with. Any gifts must be approved in advance by Co-op leadership or a designee.

As a rule of thumb, any gift that could reasonably influence the decision making of a team member or manager is not considered a gift and must be reported to Human Resources. Whenever in doubt, discuss any situation with Human Resources.

## **6.6 Non-solicitation/Non-distribution Policy**

To avoid disruption of business operations or disturbance of team members, visitors, and others, Swarthmore Co-op has implemented a Non-solicitation/Non-distribution Policy. For purposes of this policy, "solicitation" includes, but is not limited to, selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization other than the Swarthmore Co-op. Solicitation performed through verbal, written, or electronic means is covered by the Non-solicitation/Non-distribution Policy.

You are prohibited from soliciting other team members during your assigned working time. For this purpose, working time means time during which either you or the team members who are the object of the solicitation are expected to be actively engaged with assigned work. You may conduct solicitations during your lunch period, coffee breaks, or other authorized nonworking time, so long as you do so when the other team members are also on nonworking time.

To avoid inappropriate litter, clutter, and safety risks, you may not distribute literature or other items that are not work related in working areas at any time. Electronic distribution of materials is prohibited during work time. Literature that violates the company's equal employment opportunity (EEO) and non-harassment policies (including threats of violence), or is knowingly and recklessly false, is never permitted. Non-employees are not permitted to distribute materials on company premises at any time.

This policy is not intended to restrict the statutory rights of team members, including the right to discuss terms and conditions of employment.

Violations of this policy should be reported to your Supervisor.

## **6.7 Payroll Advances and Loans**

The Co-op is not able to make payroll advances or payroll loans to any employee.

## **6.8 Personal Appearance**

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

The following guidelines are designed for both the safety of employees, and the safe handling and production of food. You will need to adhere to the following when choosing work related attire:

### **1. Shoes:**

Close-toed shoes must be worn at all times. Non-slip shoes are strongly recommended.

### **2. Pants/Skirts:**

Jeans are acceptable as are khakis and other casual pants. Jeans and pants must be in good repair and not have any rips or holes as this creates a safety hazard. Shorts and Capris are allowed as long as they cover the knee and are not so tight that easy movement is constricted. Skirts are acceptable and should not be shorter than 2 inches above your knee. Shorts, capris, and skirts are not allowed for employees working in the following departments for safety reasons: Deli and Prepared Foods, Meat & Seafood. Sweatpants are not permitted. Cotton/polyester leggings are acceptable as long as they are worn with a tunic, longer shirt or dress. Athletic leggings are not acceptable as they create a safety hazard. Leggings with high Lycra or Spandex fiber content can present a safety hazard. If you have questions regarding what attire is appropriate, please ask your supervisor or manager.

### 3. Shirts:

Co-op shirts (or vendor shirts where appropriate), or other neutral shirts are the preferred shirts to be worn during your shift. As a cashier, you should wear a Co-op apron when working. While wearing an apron for your shift, any shirt that has at least a cap-sleeve is acceptable. No tank tops or inappropriate slogans on your shirts are allowed. Also, no armpits should be showing. If you have questions regarding what attire is appropriate, please ask a supervisor.

### 4. Aprons:

As a cashier you are issued one Co-op apron when hired, and it is your responsibility to keep it clean. For staff working in the fresh foods area, you also must wear a clean apron, which will be provided, cleaned, and maintained by the Co-op.

### 5. Name Tags:

All employees in customer-facing roles must wear a Co-op name tag that will be provided by the Co-op. It is your responsibility to keep your name tag in good condition. Normal wear and tear is expected, we will issue a new nametag if necessary. There is a space for nametags near the time clock where you can leave your nametag while not at work. This way you don't have to take your nametag home and risk misplacing it.

### 6. Hair and Hats:

If you are working directly with fresh food (this includes any employee working behind the counter in Fresh Foods, or anyone else engaged in any food preparation or packaging), and your hair is longer than shoulder length, keep it pulled back away from your face to prevent any loose hairs from falling into food items. Facial hair should also be kept trimmed and neat. For facial hair that exceeds 1/2 inch, you must wear a beard guard that covers your beard completely. Beard guards are provided by the Co-op. If you are working behind the Deli, Prepared, or Meat/Seafood areas, you must have a Co-op or Co-op vendor hat, hair net or head wrap for hair not fitting under a hat. This is a Pennsylvania FDA requirement and it must be followed.

### 7. Hooded Sweatshirts or Light Jackets:

Some employees choose to wear hooded sweatshirts or light jackets to help stay warm while moving product from the freezers or coolers onto the retail floor, or while handling product on the loading dock. This is acceptable as long as the clothing is in good repair, and is otherwise appropriate. However, Team Members are prohibited from wearing these hoods while on the retail floor for both safety and customer accessibility reasons. Using hoods while providing over-the-counter service or cashier service to customers is not permitted. A Co-op cap or other hat that is approved by your manager is required while working at the service counters.

### 8. Jewelry, Nail Polish and Accessories:

Except for a plain band ring such as a wedding band, or secure post and stud earrings (with no dangling pieces), team members involved in preparation or packaging of any food may not wear jewelry. No clothing or other accessories that create a dangling item should be worn. Team members may not wear fingernail polish or artificial fingernails while involved in the preparation or packaging of food.

It is your responsibility to come to work clean and in proper uniform. Your attire must be clean at the beginning of every shift. All parts of your clothing must be presentable with no visible holes or rips in them.

Questions about particular items of clothing can be addressed by your manager.

A detailed list of clothing/accessory/hygiene requirements for team members is available from your manager for your department. Should you occasionally work in another department, you will need to follow the dress rules for that environment.

The Co-op, in accordance with applicable law, will reasonably accommodate Team Members with disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the Co-op, or create a food-safety or personal safety issue. Contact your Manager, the GM, or HR to request a reasonable accommodation.

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

## **6.9 Personal Cell Phone/Mobile Device Use**

While Swarthmore Co-op permits team members to bring personal cell phones and other mobile devices (i.e. smart phones, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health. Use of headphones during work shifts is not permitted except for online training at a Co-op computer workstation or similar situations.

Additionally, please be aware that no front of the house music sources (radio, Bluetooth speakers, etc.) other than the in-store music track are permitted during open store hours. Low-volume back-of-the-house music may occasionally be played as long as the music and lyrics do not violate Co-op rules of conduct, does not interrupt or disturb the work of others, is not played at a volume that can be heard by customers on the retail floor, and is approved by a manager or MOD.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity and task focus. Thus, you should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. When on duty, the use of such devices should be minimal and limited to emergency or work-related use only. Outgoing calls and texts should not be made while on the retail floor, except in cases where job responsibilities require it. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions on Co-op property unless authorized in advance by management or when they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA). Taking photos of fellow employees, customers, or visitors while on duty is prohibited unless you have express permission from HR or the GM.

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

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

## **6.10 Personal Data Changes**

It is your obligation to provide Swarthmore Co-op with your current contact information, including current mailing address and phone number, and emergency contact info. Inform the Co-op of any changes to your marital or tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact your manager or Human Resources, or access your payroll employee portal as appropriate.

## **6.11 Reporting Concerns about Inappropriate Activities**

The Co-op strives for an ethical, respectful, and lawful environment. We expect all employees to behave responsibly. Ethical behavior and individual responsibility and integrity are strongly held values at the Co-op.

We expect that employees will not engage in activities that compromise the Co-op's position or integrity through actions such as self-promotion, appropriation of the assets of the Co-op, influence peddling, or abuses of confidence. In addition, holding a financial interest in a business that supplies goods or services to the Co-op may constitute an impermissible conflict of interest. Retaliation is prohibited against a staff member who makes a good faith effort to appropriately disclose perceived wrongdoing, and the Co-op makes every effort to redress such situations.

While "whistle blowing" should not be an outlet for vindictive or malicious charges that have no basis in fact, we always want to know if staff members feel they are being subjected to unethical, illegal, or unsafe activity. Inappropriate activity can range from being asked to engage in a clearly illegal or unethical activity (such as diverting funds or materials) to being asked to do something that is clearly not position-related (such as running personal errands for a manager, supervisor, or other leadership personnel).

Contact your supervisor, HR, the General Manager, or the President of the Board of Directors if you believe you

are being subjected to inappropriate demands or conditions of employment. You have access to the grievance process for such concerns.

## 6.12 Security

All team members are responsible for helping to make Swarthmore Co-op a secure work environment. Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, or compromised passcodes to your Supervisor immediately. Refrain from discussing specifics regarding Company security systems, alarms, passwords, etc. with those not currently employed by the Co-op.

Immediately advise your Supervisor of any known or potential security risks and/or suspicious conduct of team members, customers, vendors, or other guests of the Co-op. Safety and security is the responsibility of all team members and we rely on you to help us keep our premises secure.

## 6.13 Social Media

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

This policy applies to all members of the Co-op team.

### Guidelines

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

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

### Know and Follow the Rules

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

### Be Respectful

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

### Maintain Accuracy and Confidentiality

When posting information:

- Maintain the confidentiality of trade secrets, intellectual property, and confidential organization-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, employee data, etc.) related to the Co-op.
- Do not create a link from your personal blog, website, or other social networking site to a Co-op website that identifies you as speaking on behalf of the Co-op.

- Never represent yourself as a spokesperson for the Co-op. If the Co-op is a subject of the content you are creating, do not represent yourself as speaking on behalf of the Co-op. Make it clear in your social media activity that you are speaking on your own behalf.
- Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

### Using Social Media at Work

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

### Media Contacts

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

### Retaliation and Your Rights

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

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

## **6.14 Third Party Disclosures**

From time to time, Swarthmore Co-op may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former team members, newspapers, law enforcement agencies, and other outside persons may contact our team members to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of the Co-op, and should refer any call requesting the position of the Co-op to a manager. If you have any questions about this policy or are not certain what to do when such a contact is made, contact a manager, HR, or the General Manager.

## **6.15 Workplace Privacy and Right to Inspect**

Co-op property, including but not limited to lockers, computers, tablets, desks, work place areas, vehicles, or equipment and tools, remains under the control of the Co-op, and is subject to inspection at any time, without notice to any employee, and without their presence.

The Co-op provides lockers for the personal possessions of its employees while at work. These lockers should be maintained in a clean and sanitary condition. The Co-op does not provide locks for the lockers, but employees may use their own locks to secure personal possessions as long as they agree to allow the Co-op to inspect or otherwise gain access to the locker and its contents at any time, with or without notice to the employee, and without the presence of the employee. Please be aware that the lockers are not to be used for overnight storage of possessions.

You should have no expectation of privacy in the above areas. The Co-op cannot assume responsibility for the loss of, or damage to, your property maintained on the premises including that kept in lockers and desks.

## **7.0 Benefits**

### **7.1 Benefits Offering**

Swarthmore CO-OP offers our eligible employees a competitive benefits package as detailed in your yearly benefits description. The benefits offerings include, but are not limited to:

#### **401(k) Plan**

Eligible team members (as determined by the terms of the plan) may participate in the Swarthmore CO-OP 401(k) plan. Refer to your Summary Plan Description (SPD) for specifics.

Contact Human Resources to find out if you are eligible to participate in the Company 401(k) plan. The Co-op is required to notify you when you are eligible.

#### **Life Insurance**

Swarthmore CO-OP provides life insurance to all regular full-time team members during their third month of employment with the Company. The Swarthmore Co-op pays the full amount for life insurance, as long as you remain a full-time employee. You will be required to notify the benefits administrator of your intended beneficiary. Refer to the Summary Plan Description (SPD) for details about the benefit.

#### **Health Insurance Policy**

Swarthmore CO-OP offers group health insurance benefits to all eligible full-time team members who have completed their Introductory Period of employment and their eligible dependents. Health plan benefits are described in detail in the Summary Plan Description (SPD), which may be obtained from Human Resources.

A portion of your group health benefits is paid by the Co-op. The remainder of the costs are paid by you through deductions from your paycheck.

#### **Food Purchase Discount**

All part-time and full-time staff are eligible for an employee discount established at the beginning of each year and applied to store purchases at percentage discount off the retail price.

Beer and wine, and all gift cards are excluded from this discount.

This discount may be suspended for an employee who is found to have abused this benefit.

#### **Disability Benefits**

Swarthmore CO-OP offers the following employer-sponsored disability insurance benefits to team members when they miss work due to non-work-related disabilities.

Short-Term Disability insurance generally pays a weekly benefit if you cannot work because of a covered illness or injury. This benefit will give you income replacement (60% of your weekly wage – no greater than \$1,000 per week) while you are recuperating. This benefit will begin on your 8th calendar day of qualified sickness or injury, and can be utilized up to 13 weeks.

These benefits, as well as other benefits, may be canceled or changed at the discretion of the Co-op, unless otherwise required by law.

### **7.2 Bereavement Leave**

The Co-op recognizes the importance of taking leave when there is a death in the family. While bereavement leave is not required by law, the Co-op will provide bereavement leave as follows:

Full-time employees may submit a request for bereavement leave in the case of the death of an immediate family member. Up to three days of bereavement may be granted dependent on the specifics of each situation.



You may use accrued vacation leave if additional time is needed. Additional unpaid time off may be granted at the discretion of the GM and HR on a case-by-case basis.

For purposes of this policy, **immediate family member** includes the following: spouses, domestic partners, parents, siblings, children, children of domestic partner, grandchildren, grandparents, parents-in-law, and parents of domestic partners. For those employees involved in non-familial living situations, bereavement may be granted on a case-by-case basis.

Please provide notice of your possible need for bereavement leave as far in advance as practicable. The Co-op may require documentation supporting your need for bereavement leave.

### **7.3 Crime Victim and Witness Leave**

Swarthmore Co-op realizes that, on occasion, you may have an obligation to participate in criminal legal proceedings either as a witness or because you, or a close family member, was victimized by a criminal act. The Company provides unpaid leave to attend those proceedings under circumstances described below.

If you are required to attend a criminal proceeding, including a grand jury or juvenile proceeding, either as a witness or as a crime victim (or a close family member or representative of a crime victim), inform your Supervisor as soon as possible to make arrangements for a leave of absence.

The Company reserves the right to require team members to provide proof of the need to attend the criminal proceedings to the extent authorized by law.

Leave under this policy is unpaid. You may opt to use vacation time in place of unpaid leave.

Any information related to your leave will be kept confidential by the Company to the extent possible.

This policy does not apply to team members seeking leave because they have committed or are alleged to have committed a criminal act.

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

### **7.4 Emergency Services Leave**

If you are a volunteer firefighter, a volunteer member of the fire police, or a volunteer member of an ambulance service or rescue squad, Swarthmore Co-op will provide you with unpaid leave when you miss work or are late to work to respond to a call. This time off will not be paid.

You must give the Co-op reasonable notice of your need for leave. Upon return from leave, you must provide the Company with a statement from the chief executive officer of the volunteer fire company, ambulance service, or rescue squad, or its affiliated organization, stating that you responded to a call and the time of the call.

The Company will not terminate or discipline you for responding to a call in accordance with this policy. In addition, the Company will not discriminate against you if you are injured in the line of duty, including if you return to work after receiving workers' compensation benefits. Fulfillment of essential duties of the job is still required.

### **7.5 Employee Assistance Program (EAP)**

Swarthmore Co-op provides confidential assistance through its employee assistance program (EAP) to all eligible team members and their family members/dependents. The EAP provides confidential access to professional counseling services for help with personal concerns that may impact job performance. These concerns may include, but are not limited to, health, marital, family, financial, legal, emotional stress, alcohol abuse, and drug use. The EAP can help assess the problem, offer guidance, and provide a referral to quality care.

Voluntary participation in the EAP will not jeopardize your opportunities for promotion or employment. You can contact the EAP directly. Any information about your contact, participation, or any recommended treatment is confidential and will not be disclosed to the Co-op.

In certain circumstances, you may be referred to the EAP by your manager or HR due to job performance issues.

EAP services are available to eligible participants without charge; however, the cost of referrals to treatment or rehabilitation is your responsibility if it is not completely covered by insurance.

EAP services can be initiated by contacting the EAP service provider, Main Line Health. EAP information can be obtained from Human Resources.

## 7.6 Exempt Personnel

If your role at the Co-op is classified as exempt at the time of your hiring, or you are promoted into an exempt role during your employment with the Co-op, you are not eligible for overtime pay as otherwise required by federal, state, or local laws. If you have a question regarding whether you are exempt or nonexempt, contact your HR for clarification.

## 7.7 Holidays

The Co-op offers three paid holidays each year when the store is closed.

- **Thanksgiving Day** – closed
- **Christmas Day** – closed.
- **New Year's Day** -- closed.

For these three holidays, part-time staff receive 4 hours of pay and full-time staff receive 8 hours. Non-exempt staff must work their scheduled workday before and after the holiday in order to be paid for the holiday

We are typically open on all other holidays including:

- **Memorial Day** – open
- **Easter Sunday** – open
- **Independence Day** – open
- **Labor Day** – open

Non-exempt staff receive time and one-half when working on the above four holidays. You will be compensated for holidays in accordance with federal and state law.

## 7.8 Jury Duty Leave

Swarthmore Co-op encourages team members to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your supervisor or manager as soon as possible to make scheduling arrangements.

If you are classified as a salaried, FLSA-exempt employee, you will not incur any deduction in pay for a partial week absence due to jury duty. A full week's absence or more for jury duty will require using available paid leave, or requesting unpaid leave. If you are classified as hourly, or nonexempt, and are full-time, you may be compensated for up to five days of active jury duty, provided acceptable documentation of your required service, and days of activity, can be provided. Only those whole days spent on premises at a courthouse or other required location will be considered for any compensation coverage. Each case of required jury duty will be considered independently, and no guarantees of full compensation are provided. Employees are expected to use all options at their disposal to make-up lost work through rescheduling, working evenings or weekends during partial days of jury service, and weekends following jury service. If the Co-op determines that compensation cannot be provided, employees can opt to use accrued vacation time in place of the alternative unpaid leave. Any jury duty that is required of employees and extends beyond one week will be unpaid.

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

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

## **7.9 Nonexempt Personnel**

If you are classified as nonexempt at the time of your hiring, you will be eligible for minimum wage and overtime pay in accordance with federal, state, and local laws. If you have a question regarding whether you are exempt or nonexempt, contact your Supervisor for clarification.

### **7.10 Personal Leave of Absence**

Swarthmore Co-op recognizes that you may need time off from work in special circumstances that other leave policies may not address. In such cases, you may request a personal leave of absence.

#### Eligibility

Full-time team members employed for at least one year are eligible to apply for an unpaid personal leave of absence.

#### Requesting Leave

Requests for unpaid personal leave must be submitted to HR and the General Manager in writing at least 14 days in advance where practical. In emergency situations, written notice must be provided as soon as possible. The request should include a full explanation of the reason for leave, as well as the dates you expect to begin and end the leave.

Job performance, absenteeism, and department staffing requirements will be taken into consideration before a request is approved. Requests for unpaid personal leave may be denied or granted for any reason and are within the sole discretion of the Co-op.

You will be required to use all available paid leave balances prior to taking an unpaid personal leave of absence. You may substitute any applicable and available paid leave for all or a portion of your unpaid personal leave.

Sick leave, vacation time, seniority, or other benefits will not accrue during an unpaid personal leave of absence. Holidays that occur during an unpaid personal leave of absence will not be paid.

If you are granted a personal leave of absence, reinstatement to your position or any position is not guaranteed.

#### Your Benefits While on an Approved Unpaid Leave

Your Co-op-provided benefits will be continued at the same level and under the same conditions and cost-sharing as prior to your leave, for up to two months. You are responsible for payment of your portion of the insurance premium while on personal leave.

If you are on a personal leave of absence that exceeds two months, or you fail to pay your premium payment in a timely manner, the Co-op will provide you with information about your rights under COBRA and/or applicable state continuation coverage policies.

#### Return to Work

In advance of your scheduled return date, your supervisor or Co-op HR will arrange for you to resume your previous position, if available. However, the Co-op's need to fill a position may override the ability to hold a position open until your return. Therefore, we cannot assure our ability to reinstate you to any position after your leave. The Co-op retains the discretion to determine the similarity of any available positions and the appropriate match to your qualifications. If we are unable to reinstate you or you refuse the offer of reinstatement to a different position, your leave status will be changed to a voluntary termination.

#### Failure to Return from Leave

If you fail to return to work after an unpaid leave of absence as agreed upon in the original request, you will be considered to have resigned your employment.

#### Alternative Employment

While on an unpaid leave of absence, you may not work or be gainfully employed either for yourself or others. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

### **7.11 Regular Full-Time Personnel**

Regular full-time team members are those who have completed their introductory period and are regularly scheduled to work 35 to 40 hours per week. Unless stated otherwise or specifically permitted by law, all the benefits provided to team members at Swarthmore Co-op are for regular full-time team members only. This includes vacation, health insurance, and other benefits coverage. Any paid holidays are generally credited at 8 hours per day for full-time personnel.

### **7.12 Regular Part-Time Personnel**

All team members who work fewer than 30 hours per week are considered part time. Part-time team members are not eligible for Swarthmore Co-op benefits other than the employee purchase discount, and 4-hours of paid holiday pay for announced paid holidays, unless specified otherwise in this handbook, in the benefit plan summaries, or specifically permitted by law.

### **7.13 Sick Pay**

Swarthmore Co-op allows its regular full-time team members who have completed their Introductory Period of 60 days and are in good standing, up to 6 sick days per calendar year. Sick days cannot be used without a special exception during your first 60 days at the Co-op.

You may use up to six paid sick days per year to cover periods of illness. Sick days are not intended for use as vacation days, and any abuse of sick days can result in disciplinary action up to and including termination. Your six day allotment of annual sick days is credited on the first day of each new year (January 1) for use during that year. Your sick day allocation will be prorated during your first year based on your date of hire. (For example, if your hire date is July 1, you'll be credited with half a year's sick days, or 3 three sick days). Please note that unused sick days cannot be rolled over for use the following year. Wise management of the use of your sick days is encouraged as additional days of this type cannot be earned or given during the year. If your manager is concerned about your use of a sick day, he/she may request that you obtain documentation of your illness from a healthcare provider.

Since the Co-op is involved in retailing various food items (including a broad variety of produce, prepared, meat and seafood, and deli fresh foods), it is particularly important that our team members be healthy in the workplace. If you arrive at the Co-op for your shift and you appear to be ill, management may need to send you home to ensure everyone's safety. Please help us by managing both your health and your sick day usage in a responsible way.

To use a sick day, please follow the call-out protocol above in Section 4.2 (Attendance).

### **7.14 Seasonal Personnel**

Seasonal team members are part-time team members who return to work periodically through the year (example: college students) hired for a specific period or specific work projects, normally through the holiday season of November through January and the summer months. Swarthmore Co-op reserves the right to extend the duration of seasonal employment where necessary. Seasonal team members are considered part-time, and are not eligible for benefits unless specified otherwise in this handbook or in the benefit plan summaries, or specifically permitted by law. Any part-time seasonal employee who has had no active work time at the Co-op for one year or more will be terminated. All part-time employees seeking seasonal status must complete a one-time minimum of 160 hours (including their 60 day Introductory Period) prior to beginning any inactive period.

### **7.15 Unemployment Compensation Insurance**

Unemployment compensation insurance is paid for by Swarthmore Co-op and provides temporary income for team members who have lost their job under certain circumstances. Your eligibility for unemployment

compensation will, in part, be determined by the reasons for your separation from the Company, and will be determined by the State of Pennsylvania.

## 7.16 Vacation

Swarthmore Co-op provides full-time team members with paid vacation.

### Eligibility

If you are a designated full-time employee at the Co-op (as indicated by your current job offer letter on file), and you have completed your Introductory Period of 60 days, and are an employee in good standing, you are eligible to utilize vacation day accruals. Vacation days cannot be used without a special exception approved by HR during your first 60 days at the Co-op.

### Deposits Into Your Leave Account

The Co-op recognizes the value of ensuring that our full-time employees take occasional time-off from work to re-energize, pursue an adventure, or to be with family and friends. You begin accruing provisional vacation hours from your first day as a full-time employee, however these hours are not credited to your vacation bank until you successfully complete your 60-day introductory period of employment. This means that vacation cannot be used during your introductory period, unless exception arrangements are made prior to onboarding. Should you be terminated during your Introductory Period either voluntarily or involuntarily, the Co-op does not provide any pay for provisionally accrued vacation.

### Hourly employees

Your vacation hours are accrued with every pay period according to the following schedule:

- Month 1 to month 36: Accrual of 1.54 hours per week (or two weeks per year total)
- Month 37 to month 84: Accrual of 2.3 hours per week (or three weeks per year total)
- Month 85 plus: Accrual of 3.1 hours per week (or four weeks per year total)

### Salaried Managers

Your vacation hours are accrued with every pay period according to the following schedule:

- Month 1 to 84: Accrual of 2.3 hours per week (or three weeks per year)
- Month 85 plus: Accrual of 3.1 hours per week (or four weeks per year)

You may request use of your vacation hours in either whole day (8 hours) or half-day (4 hours) increments by speaking with your manager, and completing a electronic Vacation Request Form, which is available in the employee portal located at the Co-op website. You can keep track of your vacation days by using the above accrual rates, or you may check your current available paid leave days via your payroll employee portal (**Please see the examples in the Q and A for examples of vacation calculations.**)

### Leave Usage and Requests for Leave

The Co-op encourages you to use your vacation time. You are eligible to begin using vacation upon completion of your Introductory Period.

You must request vacation from your supervisor or manager as far in advance as possible. Every effort is made to accommodate vacation requests, however there are times when a specific vacation request may be denied due to staffing and scheduling needs of the store. Same day vacation requests are generally not approved due to the impact on staffing and proper store coverage. To request the use of paid vacation leave, go to the employee portal on the Co-op website, and complete an electronic vacation request form. See your manager or an MOD for specifics regarding details of this process.

There may be times during the year when you would like to use vacation that you have not yet accrued, but you anticipate accruing by year-end at your expected accrual rate. As long as you are a full-time employee in good standing, with no expectation of leaving the Co-op before year-end, you may request the use of any vacation

hours that you have earned or will expect to earn by year-end. Your manager and the GM or HR will need to approve your request, and the more advance notice you can provide about your plans, the better. Please be aware that during high-traffic periods such as Thanksgiving, there are short periods of vacation black-outs announced for all staff. If at any time you leave the employ of Co-op having used vacation hours that were not yet accrued, the Co-op will reduce your final paycheck by the amount needed to pay for those days. **(Please see the examples at the end of in the Q and A for vacation calculation.)**

### During a Leave of Absence

The Co-op may require you to utilize any unused vacation during disability or any other leave of absence, where permissible under local, state, and federal law.

You will not accrue vacation during unpaid leaves of absence, or other periods of inactive service, unless vacation accrual is required by applicable federal, state, or local law. Approved short term disability may constitute an exception to this rule.

### Rollover

We require that employees make every effort to use earned vacation hours during the year, and ask that you manage your vacation bank actively to meet this goal. Any unused vacation hours at the end of a year mean that an employee has not had the intended time away from work to rest and recreate, and we know this can impact your productivity. In certain exceptional circumstances, there may be a unique reason an employee needs to roll over unused vacation into the following year. Employees may request a special exception to roll over up to one week's vacation into the following year. No more than one week may be rolled over. These situations are rarely approved. Should an employee not use his/her vacation bank by the end of the year, all unused vacation will be forfeit.

### Separation of Employment

Upon separation of employment for any reason, hourly employees will be compensated for any earned but unused vacation, unless state law dictates otherwise. Salaried employees, or managers, must provide two weeks' notice before leaving or they may lose compensation for any accrued but unused vacation, subject to applicable state laws.

### Frequently Asked Questions about Calculating Vacation Time

Calculating your available vacation:

**Example #1:** Max needs a vacation. His full-time hire date is July 1, 2018, and today's date is November 1, 2018. How much vacation does Max have available?

- *Vacation accrued during Introductory Period:* Max has completed his introductory period (2 months) successfully, and earned  $2 \times 6.66$  hours or 13.33 hours, which became available for Max's use on September 1.
- *Vacation accrued since the Introductory Period:* Max also has two months' worth of accrued vacation since the end of his introductory period, which adds another  $(2 \times 6.66)$  or 13.33 hours.
- *Potential use of vacation in advance:* Max anticipates continuing his employment with the Co-op until at least year-end (December 31, 2018), and may request an additional two months (11/1 to 12/31) worth of vacation accrual, or 13.33 hours.
- Max's total available vacation, if approved, would then be 40 hours or one week, as of the current date. Please remember that Max would need to avoid taking a vacation during any vacation black-out period announced by leadership for the Thanksgiving holiday.

**Example #2:** Tory is planning a trip and would like to use her accrued vacation. Tory's full-time hire date is May 1, 2015, and today's date if November 1, 2018. Does Tory have enough vacation for her trip?

- *Vacation accrued since January of this year (2018):* Tory has accrued 6.66 hours per month from January 1 until May 1 (4 months) which is her 37<sup>th</sup> month anniversary date. Total hours accrued during that period is 26.64 hours. From May 1 (Tory's 37<sup>th</sup> month since hire date in 2015) to November 1 of 2018, Tory accrues 10 hours per month vacation, or 60 hours. Tory then has 26.66 hours plus 60 hours for a total accrued vacation bank of 86.66 hours.

- *Potential use of vacation in advance:* Tory anticipates continuing her employment with the Co-op until at least year-end (December 31, 2018), and may request the use of an additional two months (11/1 to 12/31) worth of vacation hours (10 hours x 2 months), or 20 hours.
- Tory's total available vacation, if approved, would then be 100.66 hours or about 2.5 weeks. This total assumes that Tory has not already used any vacation this year.

## **7.17 Voting Leave**

If your specific work schedule prevents you from voting on Election Day, Swarthmore Co-op will allow you a reasonable time off to vote. The time when you are free to visit your polling place will be at the discretion of your manager, consistent with applicable legal requirements.

## **7.18 Workers' Compensation Insurance**

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

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

## **7.19 COBRA**

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

Contact Human Resources to learn more about your COBRA rights.

## **7.20 Military Leave (USERRA)**

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

# **8.0 Safety and Loss Prevention**

## **8.1 Business Closure and Emergencies**

Swarthmore Co-op recognizes that inclement weather and other emergencies may affect your ability to get to work. In such situations, your safety is paramount.

### Company Closure

Examples of emergencies when the Company may close include, but are not limited to, power outages, blizzard conditions, critical equipment failures, etc.

### Notification

In an emergency, your department manager or the MOD will make every effort to notify you of the closing. These notification efforts assume that you have access to electricity and internet and/or phone service.

When the Co-op is unable to notify you of the closure, use common sense to assess the safety and practicality of the situation. In a regional power outage, for example, the Co-op is likely to have no power. If there is reported flash flooding in your area, report to work only if you can make it safely.

### Partial-Day Closure

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

If you are an exempt employee, and are working at home with prior permission, or at the office on the day of the partial day closure, you will be paid your normal salary for the week. If you are paid hourly (non-exempt), you will be paid for the hours you worked, unless state law dictates otherwise.

### Notified of Closure Prior to Reporting to Work

If you are an hourly employee, and are notified of a closure prior to reporting to work, you will not be paid during the closure, unless state law dictates otherwise. If you are exempt, you will be paid your normal salary for the week, but are expected to make-up the missed time in any way possible by the end of the pay period.

### Benefits Coverage

Your health insurance coverage will be maintained by the Co-op during the closure on the same basis as if you were still working.

### Extending Leave

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

### If You Cannot Get to Work

Unique circumstances may affect your ability to come to work even when the Co-op is able to remain open. The Co-op recognizes that in a severe national or regional disaster, all methods of communication may be interrupted; however, you should continue to try and contact your manager, by any method possible. Smoke signals are permitted.

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

## **8.2 Customer Theft**

If you suspect a customer is stealing from the Swarthmore Co-op, please notify a manager if they are close by, or page "Warren to the front." This will alert any available manager to come to the front of the store and address the situation.

## **8.3 Drug and Alcohol Policy**

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



## Prohibited Conduct

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

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

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

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your manager if you believe the medication may impair your job performance, safety, or the safety of others, or if you believe you may need a reasonable accommodation before reporting to work while under the influence of that medication. You may be asked to submit to a drug test.

## Employer-Sponsored Events

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

## Violations

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

## **8.4 General Safety**

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

Swarthmore Co-op is concerned about the effect that smoking and secondhand smoke inhalation can have on its team members and customers. Smoking in the office, retail shopping floor, and restrooms is prohibited. Smoking is permitted outside the building in designated areas. For information and resources on smoking cessation, please see your manager or Human Resources.

## **8.5 Injuries to Customers or their Property**

If a customer is injured or needs assistance, obtain the appropriate help for him or her as quickly as possible, and notify your manager or MOD. Unless it is not possible, obtain the customer's name, address, and phone number. If a customer claims to have been injured or to have suffered property damage on a prior occasion, obtain the customer's name and contact information and notify your manager or the MOD as soon as possible. The MOD or manager will complete a store incident report appropriate to the circumstances.

If at any time you are contacted by someone (other than law enforcement or other official public safety personnel) who claims to be investigating an incident or injury on Co-op premises or involving the Co-op, obtain the name and contact information of the investigator and notify your manager before speaking to the investigator.

If the investigator is a member of law enforcement or other public safety official, cooperate fully and promptly, and notify your supervisor, the MOD, or Co-op Leadership.

## **8.6 Workplace Violence**

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

### Zero Tolerance Policy

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

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

### Prohibited Conduct

Prohibited conduct includes, but is not limited to:

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

### Reporting Incidents of Violence

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

### Violations

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

### Retaliation

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

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

If you believe you have been wrongfully retaliated against, immediately report the matter to Human Resources.

## **9.0 Trade Secrets and Inventions**

### **9.1 Confidentiality and Nondisclosure of Trade Secrets**

As a condition of employment, Swarthmore Co-op team members are required to protect the confidentiality of Company intellectual property, proprietary information, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists,

logos, trademarks, etc.) related to the Company. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management.

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

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

## **10.0 Customer Relations**

### **10.1 Customer, Client, and Visitor Relations**

The Swarthmore Co-op is a community owned store, and its 80-plus year history makes it an economic and cultural cornerstone in the Swarthmore Borough. Our owners and shoppers can expect friendly, respectful service from every Co-op Team Member, and that friendly service that goes the extra mile is at the core of the Co-op mission. Our Team Members are expected to treat every customer and visitor with the utmost respect, courtesy, and friendliness during worktime. You should never argue or act in a disrespectful manner towards a shopper during your shift, despite the challenge that you may occasionally face with a disappointed or irritated shopper. If you are having difficulty with a shopper or owner, you need notify your manager or an MOD immediately. If a customer or visitor voices a suggestion, complaint, or concern regarding our products or services, please inform a Manager, an MOD, or the GM. You can also refer the shopper to our Co-op website where an email can be sent directly to the General Manager. Lastly, it is important that you make every effort to be prompt in following up on customer or visitor orders or questions. Our positive shopper and owner relations are an essential part of achieving our mission, and distinguishing our Co-op brand.

## **Closing Statement**

Thank you for reading the Co-op Employee handbook and making it part of your toolkit as a Swarthmore Co-op Team Member. We hope it has provided you with a meaningful introduction to our unique community mission, history, and structure, as well as the workplace policies and guidelines that you need to know. These policies are meant to foster a safe, respectful, and productive workplace where each and every Team Member can put their best foot forward.

## Acknowledgment of Receipt and Review

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

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

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

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA).

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by Swarthmore Co-op.

If I have any questions about the content or interpretation of this handbook, I will contact my supervisor, HR, or the General Manager.

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Signature

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Date

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Print Name