

SUBJECT: <b>COVID-19 POLICY (Temporary through TBD)</b>	ORIGINATING DEPT: <b>HUMAN RESOURCES</b>	SECTION: <b>COVID-19</b>
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APPROVED BY: Crisis Management & Communications	PAGES: 5, plus 2 forms	

**The Company may revise this Policy at any time and anticipates doing so in response to changing information and government recommendations/directives regarding COVID-19 (the “Virus”). The US Centers for Disease Control and Prevention (CDC) continues to update guidance for specific groups including businesses, schools, and healthcare facilities. The most current guidance is available at <https://www.cdc.gov/coronavirus/2019-ncov/index.html>.**

**Clients may implement specific unit/account policies regarding the Virus, and Associates shall be required to adhere to client policies to the extent that client policies impose greater restrictions than those set forth by the Company. Management will advise Associates of client policies as applicable.**

## **I. POLICY/PURPOSE**

In accordance with recent developments related to the spread of the COVID-19 (the “Virus”), Compass Group USA, Inc., its subsidiaries, and affiliates (collectively “the Company”) recognize that Associates may have a need or be required to be away from work due to the Virus and related circumstances.

## **II. ASSOCIATES COVERED BY THE POLICY**

All Associates employed by the Company are covered by this Policy.

## **III. RESPONSIBILITY FOR ADMINISTRATION**

The Human Resources Department and all levels of management are responsible for administration of this Policy.

## **IV. PROCEDURES**

### **A. Time Away from Work Related to the Virus:**

- 1. Virus Related Leave:** When this Policy requires an Associate be away from work due to the Virus and/or related circumstances for a period of up to twenty-one (21) work days (“Virus Related Leave”), this time away from work will not be subject to the provisions of applicable Attendance Policies. Virus Related Leave is unpaid unless an Associate

is otherwise eligible for Paid Time Away as described below.

2. **Paid Time Away:** Associates who are otherwise eligible for vacation, Paid Time Off (PTO), paid family leave, and/or paid sick time pursuant to applicable law and/or Company policies (collectively referred to as “Paid Time Away Benefits”), may use those Paid Time Away Benefits for Virus related absences.

In addition, Associates may be eligible for an advancement of certain Paid Time Away Benefits **not to exceed seven (7) days**. Any such advancement will need to otherwise meet the requirements for the type of paid leave to be advanced. Advancements will be deducted from the Associate’s benefits as they are accrued upon return to work unless otherwise prohibited by law. Associates who have been advanced Paid Time Away Benefits and who separate from the Company prior to accruing a sufficient amount to offset the amount advanced to him/her, will be obligated to repay the Company and/or may have the excess withheld from his/her final paycheck(s) where permitted by law.

3. **Coordination with Other Leaves, Paid Time Off, and Pay Sources:** This Policy does not interfere with an Associate’s ability to exercise his or her paid and/or unpaid leave rights under any federal, state, or local leave law. To the extent permitted by law, any Leave provided under this Policy will run concurrently with any other leave, paid or unpaid, provided pursuant to federal, state, or local law.

**B. Procedures for Associates with Virus Symptoms, Fever & Reporting of Symptoms:**

**NOTE:** All applicable Company, sector, and unit specific policies relating to the reporting of illness and symptoms shall remain in full force and effect.

Additional guidelines specific to Associates working in healthcare and school settings are attached as Exhibits to this *COVID-19 Policy*.

1. **Associates with Symptoms and/or Fever:** Associates who have respiratory symptoms, fever, cough, shortness of breath and/or breathing difficulties (“Virus Symptoms”) are not to come to work until they are free of fever (100.4° F [37.8° C] or greater using an oral thermometer), signs of a fever, and any other symptoms for at least twenty-four (24) hours, without the use of fever-reducing or other symptom-altering medicines (e.g. cough suppressants). Associates should notify their supervisor and stay home if they are sick.

Associates with Virus Symptoms but who do not have a fever are strongly encouraged to stay at home and refrain from returning to work until they are symptom free for twenty-four (24) hours without the use of medication.

Upon return to work, Associates shall be required to self-certify that they have been fever free for twenty-four (24) hours after discontinuing the use of fever-reducing medication. In each instance of reported symptoms and/or illness, the Company will keep the information confidential to the extent reasonably possible under the circumstances.

**2. Associates Reporting to Work Sick or Becoming Sick While**

**Working:** All Associates who appear to have Virus Symptoms upon arrival at work or become sick during the workday are required to report his/her illness and symptoms to their supervisor. Associates with symptoms and/or fever will be sent home. Procedures for these Associates will then be managed as set forth in B.(1) above.

**3. Associates in Contact with Family Members or Others Displaying Virus Symptoms & Reporting of Same:**

Associates who have a family/household member, close contact, and/or social contact with anyone who has probable Virus Symptoms are required to report the potential exposure to their supervisor. These Associates shall be required to monitor their health on a daily basis and if they experience the onset of any Virus symptoms or illness they shall immediately report the onset of their symptoms to their supervisor. To the extent that an Associate becomes symptomatic, the above procedures for Associates with Virus Symptoms will apply. In each instance, the Company will keep the information confidential to the extent reasonably possible under the circumstances.

**4. Associates in Contact with Family Members or Others with**

**Confirmed COVID-19:** Associates who have close contact with a person with confirmed COVID-19 in the context of living with, being an intimate partner of, or caring for the person outside of a healthcare facility are required to report the close contact exposure to their supervisor. These Associates are required to stay away from work for fourteen (14) days from the date of the contact. These Associates shall be required to monitor their health on a daily basis and if they experience the onset of any Virus symptoms or illness they shall immediately report the onset of their symptoms to their supervisor. To the extent that an Associate becomes symptomatic, the above procedures for Associates with Virus Symptoms will apply. In each instance, the Company will keep the information confidential to the extent reasonably possible under the circumstances

**C. Associates Required to Care for a Dependent or Other Family Member**

**Due to the Virus or Related Circumstances:** The Company will grant Associates confronted with unexpected or sudden emergencies involving dependents or other family members time off as described in the “Time Away From Work Related to the Virus” section of this Policy.

**D. Associates Who Refuse to Report for Work Due to the Virus:**

The Company will monitor the safety of the workplace. As circumstances

dictate, the Company will take all appropriate precautionary and preventive measures to ensure that workplaces are safe, and the Company will regularly advise Associates of such on-going preventive measures. Unless the Company has identified a workplace as unsafe, Associates shall be required to report for work as scheduled. Associate absenteeism due to refusal to report to safe workplaces may be addressed pursuant to applicable Attendance Policies, and the Associate may be subject to progressive discipline up to, and including termination except where otherwise prohibited by law.

- E. **Client Policies:** Clients may implement specific unit/account policies regarding the Virus, and Associates shall be required to adhere to client policies to the extent that client policies impose greater restrictions than those set forth by the Company. Management will advise Associates of client policies as applicable.
- F. **Unit Closures:** In the event of a Unit closure due to a Virus Event, Associates shall have the option of using accrued unused vacation/PTO days or taking unpaid time off as described in the “Time Away From Work Related to the Virus” section of this Policy. The Company shall not advance unaccrued vacation, PTO, or paid sick time to Associates due to a unit closure.

If the Company experiences a large number of unit closures related to the Virus, then asymptomatic Associates may be offered temporary work at other local Company units. Associates offered temporary work at alternate units will be strongly encouraged to accept such temporary work assignments. The Company will monitor and review the feasibility and safety of such alternate work assignments as dictated by the circumstances.

- G. **Business and Personal Travel:** Associates who are required to travel for business purposes or who elect to engage in personal travel while this Policy is in effect shall refer to the Company’s Travel Policy addressing travel restrictions associated with the Virus. Associates who travel to destinations subject to Level 2 or Level 3 notice by the CDC at time of travel: <https://wwwnc.cdc.gov/travel/notices> (“Restricted Geographies”) for personal or nonessential business travel will not be entitled to the benefits and/or protections provided by this Policy. Layovers at airports with Level 2 or 3 travel notices will be considered travel to Restricted Geographies.

Reasonable efforts should be made to use video conferencing and conference calls when appropriate.

- H. **Personal Hygiene:** To prevent the spread of the Virus it is important that all Associates practice good personal hygiene. Special attention should be given to coughing and sneezing techniques and to proper hand washing.
  - 1. **Coughing and Sneezing:** Associates are to use tissues to cover their mouths and/or noses when sneezing and/or coughing. If tissues are not

available, Associates may cough or sneeze into the inside of their elbows and should cover coughs and sneezes with tissues. Associates are to wash their hands immediately after coughing or sneezing.

2. **Hand Washing:** Associates are to wash their hands whenever there is the possibility of spreading the Virus. At a minimum, hands should be washed after coughing or sneezing, visiting the toilet, touching one's hair, face, eyes, nose, mouth, or body, or touching anything that may be contaminated. Hands should always be washed when working around food.

Attached to this Policy and for immediate posting in all Units is a Personal Hygiene poster explaining proper hand washing and cough etiquette. These posters are available on MyCompass.

- I. **Other Recommended Practices:** Where practicable and in an effort to decrease spread of the Virus, Corporate and other office-based managers may allow Associates to telecommute. Only Associates with the ability to securely access all Company information technology (i.e., Remedy, Outlook, etc.) necessary for conducting Company business from his/her Telecommuting location will be authorized to telecommute.
- J. **Helpful Links & Secondary Resources:** Managers and Associates should access the links below learn more about the Virus and precautions to be taken to prevent the risk of contracting or spreading the Virus.

1. [www.cdc.gov](http://www.cdc.gov)
2. <https://www.who.int/>

**Federal, State and Local Laws & Regulations:** Where federal, state, or local laws and regulations require more generous requirements regarding Paid and/or Unpaid Time Away, those laws and regulations will supersede this Policy and the Company will comply with applicable law.

**END OF POLICY**

## **EXHIBIT A**

### **Healthcare Associates**

**Healthcare Associates (“HCA”):** For the purposes of this document HCA refers to all persons serving in healthcare and/or community living settings who have the potential for direct or indirect exposure to patients or infectious materials, including body substances; contaminated medical supplies, devices, and equipment; contaminated environmental surfaces; or contaminated air.

Healthcare Associates are eligible for the Virus Related Leave and subject to the same procedures and notification requirements as outlined in the Policy except for specific situations subject to risk assessment identified by the CDC at <https://www.cdc.gov/coronavirus/2019-ncov/hcp/guidance-risk-assesment-hcp.html>.

**HCA potentially exposed to the Virus:** The CDC continues to refine and update certain circumstances warranting exclusion from work INCLUDING Associates who are ASYMPTOMATIC but have potentially been exposed to the Virus. The Company will follow the most current CDC guidance regarding risk assessment and work restrictions in these circumstances.

**EXHIBIT B**  
**K12 Associates**

K12 Associates are subject to the same procedures and notification requirements as all Company Associates except to the extent those procedures and notifications differ from the directives from CDC at <https://www.cdc.gov/coronavirus/2019-ncov/specific-groups/guidance-for-schools.html> and /or the advice of local health officials.