

COVID-19 Emergency Sick Pay and Attendance Policy

Effective immediately we have instituted the following temporary COVID-19 Emergency Sick Pay and Attendance Policy. It will remain in effect until further notice, and it may be modified or discontinued at any time in response to new developments or changes in the law or government policy.

At all times the purpose of this policy is to balance our twin goals of insuring the safety of our associates and customers, while supplying the needs of the public during the crisis.

1. If an associate who otherwise is able to work but has expressed concern about reporting to work and chooses not to report to work, then the associate may use any available paid time-off, as defined below. The associate will not be subject to the attendance policy during the effective period of this policy, as long as the associate maintains regular contact with the Employer.
2. If an associate is excluded from the workplace due to a government or Employer mandated quarantine without regard to the source of the exposure, or if the store is closed by order of a government entity and the associate is not reassigned to another store, then the eligible associate will be granted sick pay of up to 80 hours for full-timers or up to 40 hours for part-timers. The associate will not be subject to the attendance policy during the effective period of this policy, as long as the associate maintains regular contact with the Employer. An associate who is unable to return after the paid leave under this policy may use any other available paid time-off, as defined below.
3. If an associate contracts a confirmed case of COVID-19, then an eligible associate will be granted sick pay of up to 80 hours for full-timers or up to 40 hours for part-timers. An associate who has available sick leave shall use that leave first, then the associate shall receive any remaining paid time up to the maximum provided by this policy. The associate will not be subject to the attendance policy during the effective period of this policy, as long as the associate maintains regular contact with the Employer. An associate who is unable to return after the paid leave under this policy may use any other available paid time-off, as defined below.

An associate shall become eligible under this policy after sixty (60) days of service. An associate also may be eligible for Unemployment Compensation, Temporary Disability or other government relief, depending upon the applicable federal or state law. Available paid time off shall include earned, but unused, vacation, personal holidays and sick days (where applicable pursuant to the collective bargaining agreement). The benefits provided by this policy are inclusive of any available government relief which may become available.

The Employer at all times will attempt to comply with applicable laws, which may change as the emergency evolves. If so, then the Employer reserves the right to amend or terminate this Emergency Policy. The Employer reserves the right to request documentation from a healthcare professional, if available.

For those associates who are in a collective bargaining unit, this policy is subject to the terms of the collective bargaining agreement and our ongoing negotiations with the collective bargaining representative.

COVID-19 Emergency Temporary Compensation Program

We recognize that our associates have been on the front lines of the current health crisis. Your work has been essential to providing our customers with the vital food and supplies they need. We know that it has not been easy for you, and that you are under the same pressures outside of work that we all feel at this time. Therefore, we want to recognize your service to the public and to our business.

Effective Sunday, March 22, 2020, we will institute the following COVID-19 Emergency Temporary Compensation Program. It will remain in effect until May 2, 2020, or earlier if the crisis ends before that date.

During the term of this Program, the Employer will increase the hourly rate of pay for our affiliated store associates by a \$2.00 per hour premium for all hours worked. This amount will be included in your rate of pay for the purpose of calculating overtime. It will not be included in any paid time off.

The Employer at all times will attempt to comply with applicable laws, which may change as the emergency evolves. The Employer reserves the right to amend or terminate this Emergency Program.

For those associates who are in a collective bargaining unit, this program is subject to the terms of the collective bargaining agreement and our ongoing negotiations with the collective bargaining representative.