



POLICY STATEMENT

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.

GENERAL GUIDELINES FOR HEALTH & SAFETY STANDARDS

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 an Employer mandated quarantine without regard to the source of the exposure, and the associate is not reassigned to another store, then the eligible associate will be granted a maximum sick pay of up to 80 hours for full-timers or up to 40 hours for part-timers, subject to an associate's obligations under the Employer's Covid Wellness Program. 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 a maximum 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 total maximum sick leave benefit available under the policy is a combined maximum inclusive of all reasons for, and all instances of, leave. For example, associates that use leave under this policy for less than the stated maximum, may use the remainder for a separate and subsequent approved Emergency leave. The combined

The interpretation and administration of this policy is the responsibility of the Human Resources Department.

This policy may be revised at any time with the Company's discretion.

total of any and all sick leaves provided under this policy may not exceed a maximum of 80 hours for a full-timer and 40 hours for a part-timer.

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. This policy is not intended to be applied to ordinary illness. If an employee is sent home with fever for any reason, including the adoption of mandatory temperature screenings for example, or other non Covid conditions, PTO such as sick and personal time will be applied consistent with our current practice.

NO DISCRIMINATION

The Company will not discriminate against any job applicant or associate based on the individual having a communicable disease. Further, the Company will comply with all applicable statutes and regulations that protect the privacy of persons who have a communicable disease. All associate records or information regarding communicable diseases will be confidentially maintained in a secure area within the Human Resources department, separate from the associate's personnel file. The associate's medical condition will be disclosed only to the extent necessary and in accordance with applicable law to minimize the health risks to co-workers and others, and to comply with any applicable reporting requirements.

The Company reserves the right to exclude an associate with a communicable disease from the workplace facilities, programs and functions if the organization finds that, based on a medical determination, such restriction is necessary for the welfare of the person who has the communicable disease and/or the welfare of others within the workplace.