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July 1, 2020

Mr. Wendell Young IV, President
UFCW Local 1776
3031A Walton Road Suite 201
Plymouth Meeting, PA 19462

VIA EMAIL and U.S. MAIL
[wyoungiv@ufcw1776.org]

**RE: Temporary Compensation Program on behalf of Village
Supermarkets, Inc., Stroudsburg, PA Store**

Dear President Young:

Since we first implemented our Temporary Emergency Compensation Program on March 22, 2020, we have responded to the many discussions with our Union partners by extending the program several times. In the current discussions we have been requested to continue the program indefinitely, and we have responded with a number of suggested proposals. We cannot agree to maintain the payments on a semi-permanent basis.

Rather than conclude the program on July 4, 2020 when the current extension ends, we will modify the premium from \$2.00 per hour to \$1.00 per hour on July 5, 2020. The new premium will continue through July 11, 2020, when our program will be completed.

Of course, our safety protocols will continue as long as needed. We will monitor the changing situation and make adjustments when necessary. We also will continue to maintain our open dialogue with our collective bargaining partners about these issues and about our mutual concern for the welfare of our associates who are your members.

Very truly yours,

Anthony S. Fiergang

cc: Dewey Cannella, Esq.
Pat Durning



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ISSUANCE OF VOLUNTARY PERSONAL PROTECTIVE EQUIPMENT

Issued: April 4, 2020

Please read and follow the attached instructions for use of the KN95 mask. You will be asked to sign a receipt for the mask. If we do issue additional masks, you will not need to sign an additional receipt. The sign off receipts will be kept in your personnel file. You are not required to use the mask, it is offered as a courtesy and its use is purely voluntary.

A few helpful points on the use of the mask are important:

1. Wash your hands for at least twenty seconds thoroughly or apply an alcohol-based hand sanitizer before handling the mask.
2. Do not touch the inside of your mask with your fingers.
3. Make sure you have a sealed fit on your face when you put the mask on.
4. Do not use a dirty or compromised mask.
5. Do not share your mask or use someone else's mask.
6. The masks cannot be sterilized with alcohol.
7. While wearing the mask should you come in contact with someone that has the COVID-19 virus, the mask should not be used again and should be discarded.
8. We will provide you with a brown paper bag that the mask should be stored in at all times when not in use.

The KN95 mask is not a disposable mask. In this special case (resource shortage) it can be reused but there are conditions:

- a. When a KN95 mask receives contamination such as saliva, blood, tears and other body fluids, it must be replaced.
- b. If the user feels that the breathing resistance is greater than it was before, the mask should be replaced.
- c. Masks that are damaged should be replaced.
- d. It is recommended that the mask be replaced after using it 4 times.

However, masks should not be reused if the user goes to the hospital or comes into contact with a person who is infected or suspected to be infected.

We also have a supply of surgical masks for use as an alternative and you can speak to your store leadership team regarding these masks.

The use of the masks does not guarantee that you will not contract the COVID-19 virus, but are an extra layer of personal protection that we want to offer to all of our Associates. We value you as part of our Village family and will continue to look for ways to protect all of our dedicated Associates.



TALKING POINTS: TEMPERATURE CHECKS

4/4/20

Temperature Checks: Another addition to our health and safety measures

Overview: We continue to evolve and adapt to our protocols to keep you safe. We are constantly evaluating what else we can do to better protect you. Starting tomorrow we will be one of two stores that will pilot launch our newest safety measure to keep you and our community safe. We will begin taking your temperatures as you report into work.

Why: This newest measure will help us to identify associates who may be ill. By prohibiting ill associates from entering the workplace, we decrease the potential spread of COVID-19 in our stores.

How does it work?

- Starting Sunday 8am, everyone will be directed to clock in at one designated time clock. The front timeclock will be covered up, and everyone will use the backroom timeclock.
- While waiting in line for your temperature screening, make sure to adhere to the blue squares on the floor for proper social distancing.
- When it is your turn, you will have your temperature taken with a non-contact thermometer specifically designed for foreheads.
- If you have a fever, at or above 100 degrees Fahrenheit, you will be asked to go home and rest, call the Village Care Line, and seek medical guidance if necessary.
- If your temperature is 99.9 degree Fahrenheit or below, you will be given a day dot sticker to place on name tag and can proceed to your shift as scheduled.

FAQ's

1. What if I punch in late because I was waiting in line to get my temperature checked?

If anyone punches in late as a result of waiting in line for temperature screening you will be considered on time as long as you were in line at the start of your shift.

2. How will the person doing temperature checks be protected?

The person administering the temperature screening will be supplied with proper PPE to keep themselves and everyone else safe during this process.

3. How often do I need to be screened?

You will only be screened at the beginning of each shift.

4. Does this apply to vendors?

Yes, the same procedure applies to vendors, however they do not need to call the Care Line.

5. Will you be taking the temperature of customers?

At this time we are only taking Associate temperatures, however we are taking this process under consideration.

Village wants to thank you for piloting this program for us. You guys are pioneers, and we hope to learn and streamline our process so we can expand this newest safety program to other stores. As always we look forward to your feedback, please be honest with us!



VILLAGE SUPER MARKET, INC.
COVID-19 EMERGENCY SICK PAY AND ATTENDANCE POLICY

Published: March 21, 2020

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.