

# Piggly Wiggly

Alabama Distributing  
Company, Inc.

**EMPLOYEE  
HANDBOOK**

## **I. INTRODUCTION**

Welcome to Piggly Wiggly Alabama Distributing Co., hereinafter “Piggly Wiggly.” We hope that you will have a long and productive relationship with our Company. For your support, we are providing you with a copy of the employee handbook. Please read this book carefully, as it will acquaint you with company policies and will answer many of your questions.

Please keep in mind that this handbook does not contain all of the information you will need as an employee. You will receive other information through written notices, as well as oral communication. When the company changes a policy, it overrides the past policy. If you are an employee covered under a collective bargaining agreement, please refer to your contract for specific guidelines that pertain to your employment in addition to this employee handbook.

Flexibility helps everyone. This handbook is not a contract nor offer to contract, express or implied, and Piggly Wiggly retains the flexibility to change or modify its terms without cause or prior notice. Flexibility enables employees to take advantage of opportunities that they receive, and enables Piggly Wiggly to serve its customers and remain competitive. In order to ensure that everyone benefits from flexibility, the employee must have the right to resign without cause or prior notice, and Piggly Wiggly must have the same freedom to end an employee’s employment without cause or prior notice. This flexible relationship is called “employment at will.” This means that you or Piggly Wiggly may terminate our employment relationship at any time, with or without reason, with or without exhausting any prior steps, and with or without any prior notice period.

In the future, your status as an at will employee can only be changed through a written contract signed by both you and the President or Piggly Wiggly and approved by the board of directors by written resolution. No oral statements, oral promises or oral agreements regarding the terms and conditions of your employment are valid.

## **Message from our President**

Our goal at Piggly Wiggly is to continually strive for improvement in our quality and service of our customers. Continuous improvement is as much a part of what we are as the results of our improvements; satisfied customers. Every company needs employees who are interested in helping it succeed. Therefore, we believe the employees of Piggly Wiggly are its most important asset.

In our business, each employee by doing his or her job well, has an opportunity to serve our customers. That is why customer-conscious employees are so valuable to this company. Our challenge to you as a new or current employee of Piggly Wiggly is to seek out new and better ways to do your job. Your presence is to elevate the value and the worth of Piggly Wiggly to our customers as a respectable company and the contributions you make in your job impact the Company as a whole. The pride you have in your job will result in the growth and success of the company. We welcome your suggestions and encourage you to share your ideas with us. It is working together towards a common goal that will determine our success.

Your willingness to do superior work, adhere to our policies and procedures, and your cooperation will help us maintain our reputation as a source of the highest quality and committed service in the industries we serve. A high percentage of our employees have worked for this Company over five years. That means they are spending a lot of their lifetime here at their work place. In view of this, we should all strive to make Piggly Wiggly Alabama Distributing Company, Inc. a more desirable and pleasant place to work. As a team, we can eliminate customer dissatisfaction, waste and all other negative factors that hinder growth.

You are an important part of this team! We need your complete loyalty and individual support in order to prosper. Remember that your supervisor's door is always open to you, to discuss any problems. If he or she can't help you solve the problem, my door is always open.

The Company reserves the right to modify or amend this handbook and any of its provisions without notice to employees. Should any provision of this handbook conflict with the actual documents setting forth the Company's policies, such shall not apply and differences arising therein shall be governed by the Company's policies. Please ask questions about anything you do not understand. It is our desire that all of you find real satisfaction and fulfillment as a member of our Piggly Wiggly family!

---

President of Piggly Wiggly Alabama  
Distributing Company, Inc.

## II. GENERAL INFORMATION

### **Initial Employment Period**

The first ninety (90) calendar days of your employment with Piggly Wiggly are considered a “tryout” or introductory period. This time period gives you an opportunity to find out whether you are going to like it here and gives us a chance to determine if your work, attitude, and attendance measure up to the Company’s standards.

During the ninety (90) calendar days after you are hired, should the Company feel for any reason that you are not meeting our standards, then you may be released. Of course, during this period you may decide to resign without stating a reason, or may be released by the Company on the same basis. Please realize, however, that continued employment beyond the introductory period does not constitute an employment contract. No manager, supervisor or employee has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will. Only the president of the company has the authority to make any such agreement and then only in writing.

### **Training**

During and after your initial employment period, your supervisor will give you important “on the job training.” Training will start the day you go to work and will continue as long as you are with the Company. We feel that training never stops; it is a continuous part of everyone’s determination to learn, grow, and develop. You can assist with this process by asking questions, showing interest in the jobs around you, and responding to new ideas and techniques. If you do all of these things, you will find that your training will be very informative and meaningful to you.

## III. RULES AND POLICIES

### **Equal Employment Opportunity, Non-Discrimination and Workplace-Harassment Policy**

#### **Purpose**

To affirm the commitment of Piggly Wiggly Alabama to provide equal employment opportunities to all individuals; to comply with all federal, state, and local laws regarding non-discrimination, equal employment opportunity and reasonable accommodations for qualified employees and applicants with disabilities; and to advise employees and applicants for employment of their rights under the law.

### **Scope**

This policy applies to all Company employees, as well as to individuals seeking employment with the Company.

### **Policy Statement**

The Company is committed to providing equal employment opportunity for all applicants and employees. The Company will not discriminate against any employee or applicant on the basis of race; color; sex (including sexual orientation and/or gender identity); marital status; pregnancy, childbirth, or related medical conditions; creed; religion; national origin; citizenship status; ethnicity; age; disability; genetic information; HIV/AIDS status; veteran or service member status; or any other category protected by federal, state or local law. It is the Company's policy not to request any employee's genetic information or to make any employment decision based on genetic information.

This Policy applies to all areas of employment including, but not limited to, recruitment, selection, hiring, training, assignment, re-assignment, promotion, and compensation, rates of pay, benefits, transfer, layoffs, discipline, discharge, and participation in Company-sponsored activities. The Company respects all of its employees and requests their assistance in maintaining a work environment free of all forms of discrimination.

### **Employees with Disabilities**

The Company will make reasonable accommodations whenever necessary for all qualified employees or candidates for employment with disabilities (as defined by applicable law), provided that (1) the individual is otherwise qualified to safely perform the essential functions of the job and (2) such accommodations do not impose undue hardship on the Company. If an employee has a disability that requires an accommodation in order to perform the essential functions of his or her job, or otherwise enjoy the benefits and privileges of employment, he or she must initiate a request for accommodation by contacting either his or her direct supervisor/manager or Human Resources.

### **Unwelcome Harassment**

The Company firmly believes that all employees have an unconditional right to work in an environment free from unwelcome harassment perpetrated by co-workers, supervisory personnel, visitors and guests, vendors and suppliers and their employees, as well as clients and their employees.

This policy forbids any unwelcome harassment that is based on an individual's race; color; sex (including sexual orientation and/or gender identity); marital status; pregnancy, childbirth, or related medical conditions; creed; religion; national origin; citizenship status; ethnicity; age; disability; genetic information; HIV/AIDS status; veteran or service member status; or any other category protected by federal, state or

local law. The Company is committed to providing a work environment that is free of unlawful discrimination, including harassment, based on any legally protected characteristic. The Company will not tolerate any form of harassment that violates this policy.

Harassment occurs when an employee is subjected to unwelcome verbal or physical conduct based on any protected characteristic. The conduct prohibited by this policy, whether verbal, physical, or visual, includes any discriminatory or harassing employment action and any unwelcome conduct that is inflicted on someone based upon any protected characteristic. Among the types of unwelcome conduct prohibited by this policy are epithets, slurs, negative stereotyping, intimidating acts and the circulation or posting of written or graphic materials that show hostility toward individuals because of their protected status. Even where the conduct is not sufficiently severe or pervasive to constitute actionable harassment, the Company prohibits any such conduct in the workplace.

### ***Definition of Sexual Harassment***

Discrimination because of sex occurs whenever a person's gender is a factor in making workplace decisions and results in unequal treatment. It also occurs in a work environment that provides better or worse conditions and opportunities for some persons because of their gender, marital status, family status, pregnancy, sexual orientation, or gender identity.

Sexual harassment is a form of sex discrimination. This policy forbids harassment based on gender, marital status, family status, pregnancy, sexual orientation or gender identity regardless of whether the offensive conduct is sexual in nature. Any unwelcome conduct based on gender, marital status, family status, pregnancy, sexual orientation, or gender identity is forbidden by this policy regardless of whether the individual engaged in harassment and the individual being harassed are of the same or are of different genders. Unwelcome sexual advances, requests for sexual favors, and other verbal, physical, or visual conduct based on sex constitute unlawful sexual harassment.

All personnel are prohibited from offering, promising, or granting preferential treatment to any employee or applicant for employment as a result of that individual's engaging in or agreeing to engage in sexual conduct. Likewise, all personnel are prohibited from using an employee's or applicant's refusal to engage in such conduct as a basis for an employment decision affecting that individual. This policy forbids harassment based on gender regardless of whether it rises to the level of a legal violation.

Examples of sexual harassment forbidden by this policy include:

- Offensive sex-oriented verbal kidding, teasing, or jokes.
- Repeated unwanted sexual flirtations, advances, or propositions.

- Continued or repeated verbal abuse of a sexual nature.
- Graphic or degrading comments about an individual's appearance or sexual activity.
- Offensive visual conduct, including leering, making sexual gestures, the display of offensive sexually explicit objects or pictures, videos, cartoons, posters, or other images.
- Unwelcome pressure for sexual activity.
- Offensively suggestive or obscene letters, e-mails, notes, text messages, or invitations.
- Offensive physical contact such as patting, grabbing, pinching, or brushing against another's body.
- Epithets, remarks, jokes or anecdotes that insult or demean any person because of their sexual orientation, gender identity, marital status, family status or pregnancy.

### ***Other Forms of Harassment***

Discrimination or harassment based upon protected characteristics other than sex is also prohibited by this policy. Such unwelcome harassment is a form of discrimination. Some examples are:

- Epithets, remarks, jokes or anecdotes that demean any race, color, ethnic origin, citizenship, religious belief or affiliation, creed, military status or other characteristic.
- Epithets, remarks, jokes or anecdotes that insult or demean any person because of their age.
- Epithets, remarks, jokes or anecdotes that insult or demean any person because of mental or physical disability or genetic history or characteristics.
- Epithets, remarks, jokes or anecdotes that insult or demean any person because of their national origin, ethnicity, ancestry, native language or accent.
- Epithets, remarks, jokes or anecdotes that insult or demean any person because of their religious affiliation, religious belief, religious practices, and/or no-belief.
- Verbal or physical conduct of a threatening or harassing nature based upon any protected characteristic.

Cartoons, graffiti, e-mails, notes or other papers containing descriptions or depictions of persons that insult or demean any person because of their age, race, national origin,

color, ethnic origin, citizenship, religious belief or affiliation, creed, mental or physical disability, military status or any other protected characteristic of an individual or that individual's associates or relatives.

### **Discipline**

Discrimination and harassment in violation of this policy or applicable laws will not be tolerated by the Company. Employees who engage in such misconduct will be subject to discipline up to and including discharge.

### **How to File a Complaint**

Any employee or applicant who believes that this Policy has been violated should immediately bring the matter to the attention of the Director of Human Resources or his/her designee. If the employee or applicant feels that they cannot talk to the Human Resources representative or if the employee or applicant is not satisfied after speaking with the Human Resources representative, the employee or applicant should contact a Vice President of PWADC.

**No employee will be subjected to retaliation based upon any complaint regarding an alleged violation of this policy and/or because of their assistance during an investigation of an alleged violation of this policy.**

## **No Violence in the Workplace Policy**

### **Purpose**

To ensure that Piggly Wiggly is and remains a safe and secure workplace at all times.

### **Scope**

This policy applies to all employees of Piggly Wiggly, agents, consultants, contractors, interns, temporary workers, visitors, applicants, vendors and any other persons that are on Company property or in a Company vehicle.

### **Policy Statement**

In order to provide a safe workplace for our employees and to provide a comfortable and secure atmosphere for our customers and others with whom we do business, the Company will not tolerate any violent acts or threats of violence.

### **On Company Premises**

Any employee who commits or threatens to commit any violent act against any person while on Company premises may be subject to discipline, up to and including immediate termination. Company premises includes, but is not limited to, our facilities, offices, lunch rooms, restrooms, dressing rooms, conference rooms, all receiving, shipping, maintenance areas, roadways and parking lots.



### **Off Company Premises**

Any employee who, while engaged in Company business off the premises, commits or threatens to commit any violent act against any person may be subject to discipline, up to and including immediate termination. Even when off the premises and not involved in Company business, an employee who commits or threatens to commit a violent act against another person may also be subject to discipline, up to and including immediate termination, if (1) the threat or violence could adversely affect the Company or its reputation in the community; (2) the threat or violence results in a criminal conviction (including a guilty or nolo contendere plea; or (3) if the threat or violence is prohibited by any criminal code provision and adversely impacts the Company's legitimate interests and goals.

Specific examples of unacceptable conduct include, but are not limited to, the following:

- Threatening or physically aggressive contact or harm towards any individual.
- Threatening an individual or his/her family, friends, associates, or property with harm.
- The intentional destruction or threat of destruction of Company property.
- Threatening phone calls, email, mail to an employee's home or office, text messages, voicemail, or other electronic means of communication.
- Unlawful or unauthorized surveillance; stalking.
- Any suggestion that violence by or against any employee, agent, or individual on Company property is appropriate.
- Conduct that a reasonable person could perceive as threatening.

### **Firearms**

Except for security guards, no employee of Piggly Wiggly may have or possess, while in the warehouse or in the office areas of the warehouse, any firearms of any kind whatsoever. This rule is intended for the safety of our employees. The only exception to this policy are those individuals who have written permission from the President of Piggly Wiggly to carry or possess firearms.

### **Reporting/Investigation Procedure**

Any employee who is threatened with or subjected to violence, or who becomes aware that another individual has been threatened with or subjected to violence, must immediately notify his or her supervisor and/or the Human Resources department. Employees and managers should contact **911** immediately in situations where the assistance of law enforcement is necessary under the circumstances, if it is not unsafe for the employee or manager to do so.

Employees are urged to take all threats seriously. Reports of threats or violence will be carefully investigated; employee confidentiality will be respected to the extent reasonably possible consistent with our investigation; and appropriate action will be taken. Any person who makes a threat, exhibits threatening behavior, or is involved in a violent act

may be immediately removed from Company property, at the Company's sole discretion, pending the outcome of an investigation of the incident. Depending upon the circumstances, it may be appropriate for the Company to notify governmental authorities prior to conducting or completing its investigation.

Each individual is expected to cooperate fully and honestly with any investigation of possible violations of this policy. Deliberately furnishing inaccurate or misleading information will not be tolerated and will be grounds for disciplinary action, up to and including immediate termination for employees and removal from Company premises or other appropriate measures for non-employees.

Violations of this policy by any individual will result in disciplinary action, up to and including immediate termination, and/or legal action as appropriate.

This policy shall not be construed as an instrument to create a duty of obligation on the part of the Company to take any actions beyond those required of an employer by existing laws.

### **Family Medical Leave Act Policy**

#### **Generally**

FMLA Leave allows an Employee to take an unpaid extended absence, of up to 12 weeks or 26 weeks on a rolling calendar year, depending on cause of absence, and then be restored to his or her original or equivalent position with equivalent pay, benefits and other employment terms as if he or she had remained in the workplace. It is possible for an employee on leave to be transferred, promoted, demoted, or terminated if changes in the work environment would have demanded that action even if the employee had not taken leave.

#### **Types**

There are three types of FMLA Leave: for a Serious Health Condition (also includes birth or adoption or placement of a child); for a Qualifying Exigency related to a Covered Servicemember's call to duty or placement on duty; and to be a Caregiver for an injured Covered Servicemember. Each of these Leaves is detailed in the following pages.

#### **Eligibility**

Employees are eligible for FMLA Leave once they have worked for Piggly Wiggly for at least one year and performed at least 1,250 hours of work during the previous 12 months. Employees must work at a U.S. location (including U.S. territories or possessions). Prior service to Piggly Wiggly will be credited, provided the break in service did not exceed seven years, unless the break was pursuant to an agreement between Piggly Wiggly and Employee, or for an absence due to USERRA-covered service.

Piggly Wiggly must also employ at least 50 employees within 75 miles from the Employee's worksite for the Employee to be eligible for FMLA Leave.

Certain key employees, who are notified of their status when they first request FMLA Leave, are reinstated to their former or equivalent positions only if holding the position for them and their reinstatement does not cause Piggly Wiggly substantial economic injury.

### **Use of Leave**

Except for employees taking leave to care for a newly born or newly placed child, employees are not required to use their leave entitlement in one block. Leave may be taken intermittently or on a reduced leave schedule where medically necessary. Employees must make reasonable efforts to schedule leave for medical treatment so as not to unduly disrupt the employer's operation. Leave due to qualifying exigencies may also be taken intermittently.

### **Employee Responsibilities when Requesting Leave**

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, Employees must provide notice as soon as practicable. Employees requesting leave should qualify with Piggly Wiggly call-in procedure. Excessive delay could lead to delay in designation of absences as FMLA-protected Leave.

Employees must provide sufficient information for Piggly Wiggly to determine if the leave requested qualifies for FMLA protection, and the anticipated timing and duration of the leave. Sufficient information may include that the Employee is unable to perform job functions, the Employee's family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave (Qualifying Exigency or Caregiver Leave). Employees must also inform Piggly Wiggly if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees may be required to provide a certification and periodic recertification supporting the need for leave.

### **Employer Responsibilities in Responding to Request for Leave**

Piggly Wiggly will inform an Employee requesting leave whether they are eligible under FMLA. If the Employee is eligible, Piggly Wiggly will also specify any additional required information as well as a description of the Employee's rights and responsibilities. If the Employee is not eligible, Piggly Wiggly will provide a reason of ineligibility.

Piggly Wiggly will inform Employee if leave will be designated as FMLA-protected and the amount of leave counted against the Employee's leave entitlement. If Piggly Wiggly determines that the leave is not FMLA-protected, it will notify the Employee of that determination.

## **Substitution of Paid Leave or Unpaid Leave**

Depending on the type of leave an Employee takes and Piggly Wiggly's policies, Employees may choose or Piggly Wiggly may require use of accrued paid leave while an Employee is taking FMLA leave. In order to use paid leave for FMLA leave, an Employee must comply with Piggly Wiggly's normal paid leave policies

## **Benefits**

Employees on all types of FMLA Leave will continue to be covered by Piggly Wiggly's group health benefits on the same terms that are applicable for active employees, provided the Employee on FMLA Leave plans to return and does actually return. FMLA Leave does not cause employees to lose any previously accrued employment benefits. Employees on unpaid leave must make arrangements with Piggly Wiggly to pay their share of the premium.

The information in these pages is meant to provide Employees with a basic framework concerning when FMLA Leave can be taken, how much FMLA Leave may be taken, and how the Leave may be requested. By no means is this Policy intended to be all-inclusive. Each case is unique. Employees should contact Human Resources with specific questions about FMLA Leave.

*Piggly Wiggly will not, and it is unlawful for employer to, interfere with, restrain, or deny Employees their FMLA rights. Piggly Wiggly will not, and it is unlawful to, discharge or discriminate against an employee who opposes a practice that is unlawful under the FMLA or for involvement in a proceeding under or relating to FMLA. An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer if his/her FMLA rights are abridged. FMLA does not affect federal or state law prohibiting discrimination, nor does it supersede greater family or medical leave rights that are granted by State or local law or collective bargaining agreement.*

## **Family Medical Leave Act (FMLA) Leave for a Serious Health Condition or Birth/Adoption/Placement of Child**

The purpose of this type of FMLA Leave is to grant leave without pay to eligible employees of Piggly Wiggly for up to 12 weeks in a rolling 12-month period in accordance with the Family and Medical Leave Act (FMLA). An Employee requesting this type of leave must have taken less than 12 weeks of FMLA Leave of any sort in the current 12-month period.

## **Reasons for Leave**

Eligible employees may request FMLA Leave to cover the time needed to be away from work for any of the following:

- For incapacity due to pregnancy, prenatal medical care, or childbirth;

- To care for a newborn child or a newly adopted child or a newly placed foster care child, as long as the leave is taken in the year following the child's birth or placement;
- To care for their child, spouse, or parent who has a serious health condition;
- To provide time to attend to their own serious health condition that leaves them unable to perform their job.

### **“Serious Health Condition”**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or with one visit to a health care provider and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of “continuing treatment.”

### **Requesting Leave**

In addition to the general provisions regarding requesting FMLA leave, employees who request FMLA Leave because of a serious health condition, whether their own or a family member's, must submit a completed “Certification of Health Care Provider” to Human Resources before Leave can be approved. The Employee has 15 days to have this form completed, though it is recommended that the Employee have the form completed as soon as possible. Failure to comply with the certification requirement may result in the denial of the Leave request, or the treatment of any Leave taken as non-FMLA-covered Leave.

Once employees notify their supervisor/manager that they need FMLA Leave, the supervisor/manager may not ask or inquire about the reasons for the request. The supervisor/manager must immediately refer that request to Human Resources who will then make any necessary inquiries and evaluate whether there is a medical need for the leave. Human Resources is also responsible for ensuring that all medical information provided by employees is maintained in the strictest confidence.

### **Family Medical Leave Act (FMLA) Leave for Servicemember Family Leave**

The purpose of this type of leave is to provide up to 12 weeks of unpaid leave during a rolling 12 month period for “any qualifying exigency” for the spouse, child or parent of an employee where the spouse, child, or parent is a Covered Servicemember. An Employee requesting this type of leave must have taken less than 12 weeks of FMLA of any sort in the current 12-month period.

## Who is a Covered Servicemember?

Generally, Covered Servicemembers include any regular or reserve Armed Forces Servicemember deployed to a foreign country.

## Eligibility

In addition to the general FMLA eligibility requirements, an employee must be the spouse, parent, son or daughter of the Covered Servicemember.

## Reasons Leave May Be Taken (“Qualifying Exigencies”)

- Short Notice Deployment: If Covered Servicemember is called to duty with seven days or less of warning, Employee may take seven days off, even if Covered Servicemember deploys less than seven days after notice of deployment. Any additional need following that period of time must be applied for under one of the other provisions. The Employee must provide notice to Piggly Wiggly that he or she is taking Leave under this provision as soon as he or she is aware of the impending deployment. Documentation will be required when the Employee returns to work.
- Military Events & Related Events: Allows Employee to attend military ceremonies, programs, events; and also to attend assistance programs, briefings, family support sponsored by the military, military organizations, or the Red Cross.
- Childcare and School: Employee may have leave to arrange childcare or to enroll or transfer schools, or meet with school faculty/staff, *only as necessitated by the duty status of the Covered Servicemember*. Should an emergency situation arise concerning childcare (e.g., the primary childcare arrangement is unexpectedly cancelled and the Employee has no other alternatives), he or she may be granted leave to provide childcare on that immediate & urgent basis.
- Financial and Legal: Employee will be granted leave to make or update key legal documents and ensure that Employee will have access to all financial accounts and information needed. Additionally, under this type of leave, the Employee will receive leave to serve as representative before a government or military agency on the Servicemember’s behalf.
- Counseling: An Employee may take leave to obtain counseling for himself or herself, Covered Servicemember, or child of a Covered Servicemember, by someone other than the regular healthcare provider. (Counseling by the regular healthcare provider will likely fall under Serious Health Condition FMLA). The need for counseling *must be necessitated by the duty status of the Covered Servicemember*.
- Rest and Recuperation: When the Covered Servicemember returns home for temporary Rest and Recuperation leave, an Employee may have up to 15 days’ leave to spend with them.
- Postdeployment: Allows an Employee to take leave for arrival ceremonies, reintegration briefings, other official activities taking place in the 90 days (or

under the Yellow Ribbon Reintegration Program) after return. This type of leave may also be used to plan funeral arrangements and related activities in the unfortunate situation where a Covered Servicemember dies in the line of duty.

- Parental Care: Allows an Employee to care for a military member's parent who is incapable of self-care, when the care is necessitated by the Servicemember's covered active duty.
- Additional Activity: Piggly Wiggly will make every effort to assist an Employee upon becoming aware of the Employee's spouse, child, or parent being called to duty. If the Employee desires a period of leave for some purpose other than those listed above and the leave is related to the Covered Servicemember's being called to duty, Piggly Wiggly may, within its discretion, grant that leave. For leave to be granted under this provision, the Employee and Piggly Wiggly must agree on the date, duration, and purpose of the leave. Leave granted under such an agreement "counts" towards the twelve-week allotment.

### **Requesting Leave**

In addition to the general provisions regarding requesting FMLA leave, employees requesting Qualifying Exigency Leave must fill out the Certification of Qualifying Exigency Form, and include documentation, if available, of the Covered Servicemember's call to duty or current status in active duty. Piggly Wiggly will copy the documentation of the Covered Servicemember's duty status, and it is generally not necessary for the Employee to provide this form at future dates when exigency leave is requested for the same call of duty. In some cases, documentation or verification from third parties may also be required.

### **Family Medical Leave Act (FMLA) Leave for Servicemember Caregiver Leave**

The purpose of this type of leave is to provide up to 26 weeks of unpaid leave during any rolling 12 month period from the first date Caregiver Leave is taken for the Employee to care for a next of kin Covered Servicemember (including some Veterans) who has received a serious illness or injury in the line of duty. An Employee has 12 months from the first date Caregiver Leave is taken to exhaust the 26 weeks. No amount of Caregiver Leave can roll over after 12 months from the first date Caregiver Leave is taken. Caregiver Leave may not be renewed each year to provide care for the same Covered Servicemember suffering from the same illness or injury. In any event, no more than 26 weeks of any type of FMLA Leave may be taken in the twelve month period from the first date Caregiver Leave is taken, even if Employee is caring for more than one Covered Servicemember or also needs to take some other kind of FMLA Leave.

### **Who is a Covered Servicemember?**

Current Servicemembers or Recent Veterans of the Armed Forces... Servicemembers who are current members of the armed forces, including full time active duty military

members, Reservists, Ready Reservists, members of the National Guard, retired members of the armed forces or Reserves who are recalled to duty, and individuals on the Temporary Disabled Retired List, or any Veteran who served in the previous five years whose separation from military service was other than dishonorable. For veterans who received an other than dishonorable discharge before March 8, 2013, the time between October 28, 2009, and March 8, 2013, shall not “count” towards the five year calculation.

...who are seriously injured or made ill in the line of duty.

#### For Current Servicemembers

The Servicemember must be seriously injured or ill such that he or she is medically unfit to perform the duties of his or her office, grade, rank, or rating. The Servicemember must also be undergoing medical treatment, recuperation, therapy, or outpatient treatment. The Servicemember must have an injury or illness that was incurred in or aggravated by service in the line of duty on active duty in the Armed Forces.

#### For Veterans

The Veteran must have an injury or illness that was incurred in or aggravated by service in the line of duty on active duty in the Armed Forces. Additionally, the illness or injury must meet one of the following conditions:

- The illness or injury is a continuation of a serious illness or injury that was incurred or aggravated when the Veteran was a member of the Armed Forces and rendered the Servicemember unable to perform the duties of the Servicemember’s office, grade, rank, or rating; or,
- The illness or injury is a physical or mental condition for which the Veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater, where the condition wholly or partially responsible for the rating is the condition requiring the need for Caregiver leave; or,
- The illness or injury is a physical or mental condition that substantially impairs the Veteran’s ability to secure or follow a substantially gainful occupation because of disability or disabilities related to military service; or,
- Without treatment, the illness or injury is a physical or mental condition that substantially impairs the Veteran’s ability to secure or follow a substantially gainful occupation because of disability or disabilities related to military service; or
- The injury, including psychological injury, is the basis for the Veteran’s enrollment in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.



## **Eligibility**

In addition to the general FMLA eligibility requirements, an employee is eligible to take leave where he or she is the “next of kin” of the Covered Servicemember (including Covered Veterans). “Next of kin” is first the Covered Servicemember’s spouse, parent, or child, or other family member which the Covered Servicemember designates in writing. If the Covered Servicemember has not designated a family member as “next of kin” in writing, the next of kin status passes to: blood relatives who have been granted legal custody of the Covered Servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins. Family members sharing the same degree of relationship (ex: siblings) share the “next of kin” status.

## **Requesting Leave**

In addition to the general provisions regarding requesting FMLA leave, employees requesting Caregiver Leave must provide certification of the Covered Servicemember’s illness or injury. Certification may be completed by a health care provider, or in some circumstances the employee may submit other documentation. If certification is provided by a health care provider who is not affiliated with the Department of Defense, the Department of Veterans Affairs, or TRICARE, second or third opinions may be required. Failure to comply with the certification requirement may result in the denial of the Leave request, or the treatment of any Leave taken as non-FMLA-covered Leave.

Where applicable, Invitational Travel Orders (ITOs) or Invitational Travel Authorizations (ITAs) may be substituted for the medical certification for the time period specified within the ITO or ITA. Where applicable, documentation of enrollment in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers may also be substituted for medical certification.

Notice of leave should be provided as soon as the Employee is aware of it. Excessive delay could lead to delay in designation of absences as FMLA-protected leave.

## **What happens if Employee Uses Caregiver Leave and another kind of FMLA Leave?**

No employee may use more than 26 weeks of any kind of leave from the first date Caregiver Leave is taken; additionally, no employee may use more than the allotted 12 weeks for any FMLA serious health condition leave or qualifying exigency FMLA leave, or combinations thereof, in rolling 12 month period.

For instance, if an Employee takes 4 weeks of FMLA leave for his or her own serious health condition, then later (in the same year) begins taking Caregiver Leave, he or she may take up to a full 26 weeks of Caregiver Leave if necessary within the twelve months from the first date Caregiver Leave is taken. However, that Employee is still limited to 26 weeks total FMLA leave for any purpose over the next twelve months, and may only take eight weeks of other FMLA for the rolling period.

### **Personal Relationships Policy**

Personal relationships among employees of a romantic nature are not encouraged by the Company. Oftentimes, these relationships lead to hard feelings, diminish a team work environment, and cause a lack of productivity. However, romantic relationships of supervisory employees or management with non-supervisory employees are expressly forbidden at our Company. Supervisory or management employees who become romantically involved with non-supervisory or non-management employees will be disciplined up to and including termination.

### **Hiring of Relatives Policy**

As a general rule, Piggly Wiggly Alabama Distributing Company will consider hiring certain relatives of its employees. However, the company will not consider hiring a spouse or a child of a current employee. Additionally, if two employees of Piggly Wiggly Alabama Distributing Company, Inc. get married then one of the two employees must resign their employment with Piggly Wiggly Alabama Distributing Co., Inc. on or before the date of their marriage. If one of the two employees fails to notify the company of his or her resignation on or before the date of the marriage, the company, in its discretion, will notify one of the two employees of his or her termination.

### **Resignation Policy**

If you choose to terminate your employment with Piggly Wiggly, you are requested to give as much advance notice as possible. Employees who leave without giving at least two (2) weeks' notice will forfeit any vacation time they have earned. Employees who resign from the Company will be asked to complete an exit interview before their last day at work.

### **Rehire Policy**

As a general rule, Piggly Wiggly will consider rehiring a former employee if the employee left under the following circumstances:

- The former employee left voluntarily and gave a proper 2 week notice.
- The former employee left in good standing with the company.
- The former employee's personnel file has minimal or no discipline.

If these circumstances are not met, the company will generally not consider rehiring a former employee. The Director of Human Resources will review all pertinent information and the circumstances surrounding the termination, review it with the hiring manager, and make a final determination.

## **Personal Appearance**

Cleanliness and neatness are as important as courtesy and the Company expects you to represent it well. Pride in your appearance, as well as in your work, is very important to us all. Employees must maintain neat and well-groomed hairstyles, wear neat and proper attire at all times, and maintain acceptable personal hygiene habits while on the job. It is our belief that good grooming inspires professional attitudes, and promotes good results. Please refer to your dress code policy for specific requirements on attire. Insubordinate behavior regarding appearance and hygiene can result in disciplinary action up to and including discharge.

## **Break Policy**

The Company uses a horn system to help warehouse employees know when break and lunch periods begin and end. The following is an example of how the system works:

|            |  |
|------------|--|
| 12:00 P.M. | The FIRST HORN will signal start of the break or lunch period.                           |
| 12:15 P.M. | The SECOND HORN will signal the end of the break or lunch period.                        |
| 12:19 P.M. | The THIRD HORN will signal that employees are expected to be back at their work station. |

Employees will be considered tardy from breaks or lunch periods if they are not back at their work station when the third horn sounds, and will be subject to discipline. Grocery department breaks are 15 minutes. Perishable and Frozen department breaks are 20 minutes. Lunches are 30 minutes. Following is the break and lunch schedule for each shift and department:

Grocery Day Shift Breaks – 8:30-8:45; Lunch is 11:00-11:30; 1:00-1:15  
Perishable Day Shift Breaks – 7:00-7:20; Lunch is 9:00-9:30; 11:30-11:45  
Frozen Day Shift Breaks – 7:00-7:20; Lunch is 9:00-9:30; 11:30-11:45  
Grocery Night Shift Breaks – 6:00-6:15; Lunch is 8:30-9:00; 10:30-10:45  
Perishable Night Shift Breaks – 5:30-5:50; Lunch is 8:30-9:00; 11:00-11:20  
Frozen Night Shift Breaks – 4:30-4:50; Lunch is 7:00-7:30; 10:00-10:20

## **Attendance**

The type of work you perform, and the department in which you will work determines the hours you will work. The hours you work will be determined by your supervisor. These hours may change from time to time to fit the needs of our customers. You are expected to be punctual and regular in your attendance.

### Absenteeism and Tardiness and Reporting

It is the employee's responsibility to be at work, to be on time and to be at the workstation, ready to work, at the beginning of the scheduled work day and to stay until the end of the scheduled work day. Employees who are unable to report to their job must contact their immediate supervisor. Messages left with people other than the employee's immediate supervisor are not valid.

### Reporting Absence or Tardiness – Warehouse Employees

Please call the following numbers when reporting off for absences or tardies:

- Grocery Shipping 481-2430
- Produce and Freezer Shipping 481-2385
- Produce Receiving 481-2385
- Grocery Receiving 481-2428
- Non – Foods 481-2446 or 481-2448
- Drivers 481-2412 or 481-2413

### **Disciplinary Policy**

It is our policy to examine each disciplinary case individually, considering the facts, the nature and extent of the incident and / or performance, and the past record and service of the employee before taking disciplinary action. The disciplinary guidelines to be followed depend on the nature of the incident. All terminations will be reviewed and approved by your supervisor prior to final disciplinary action being taken.

The disciplinary procedure does not have to be administered in precisely the exact order given in this policy. There are some types of misconduct for which the employee should receive written warning, suspension, or discharge on the first offense, depending on the seriousness.

Supervisors periodically counsel employees regarding their performance. An oral warning may be given as needed. All oral warnings are to be documented in writing indicating the incident/performance issue, date and time, employee's name, what action will follow and the response of the employee.

### Written Warning

Written warnings are always discussed with the employees. The employee should sign the written warning and the written warning should be signed by a witness. Written warnings will become a part of the employee's personnel file. The supervisor is responsible for offering employees copies of the written warnings before they are placed in the personnel files.

### Probation

Employees may be placed on probation for a specified time in an effort to correct

inappropriate behavior. Employees should understand that probation is very serious and failure to correct behavior will result in termination of employment.

### Suspension

A suspension will be with or without pay depending on circumstances and approval of supervisor. The employee should be told when the suspension begins and ends and when to report back to work. This information should be documented on the write-up of the suspension.

### Discharge

Employees may be discharged on the first offense if the violation so warrants. Otherwise, discharge is the last step of the disciplinary process if the employee has failed to correct the problem.

The following describes various areas of employee behavior that are unacceptable to Piggly Wiggly, but they are not limited to the examples cited. Certain conduct cannot be permitted without firm disciplinary measures being taken that may include termination. All terminations must be reviewed and approved by the supervisor prior to any final action being taken.

These conduct guidelines have been developed to guide an employee's on-the-job behavior. These general guidelines are not an all-inclusive list of the grounds for discipline or discharge, and do not limit the company's discretion to discipline or discharge employees for any reason deemed necessary. Moreover, the nature of the discipline imposed for the violation of a rule may be affected by the circumstances surrounding the violation, and the past record and service of the employee.

### **Violations That Merit Termination**

Termination may be the result of an employee's violation of Company policy, failure to get along with fellow workers, or inability to perform your job. Management reserves the right to terminate employees without advance notice. The Company considers the following conduct, among other types of conduct, to be so serious as to warrant immediate termination.

1. Dishonesty
2. Recklessness resulting in a serious accident
3. Theft
4. Fighting on Company premises
5. Horseplay
6. Gross insubordination
7. Willful destruction of any kind
8. Possession of a firearm on Company premises (in the warehouse building) without written Company approval

9. Carrying unauthorized passengers in a Company vehicle

### **Serious Violations That Merit Suspension**

1. Use of any mobile device inside the warehouse
2. Smoking inside the warehouse
3. Violation of the Workplace Harassment policy

### **Lesser Violations**

1. Tardiness / absences (See Policy)
2. Distracting other employees
3. Failure to pull average (for Order Selectors) on a weekly basis
4. Creating or contributing to unsanitary conditions
5. Performing outside work that interferes with company employment or performing outside work on company property
6. Unsafe or improper use of equipment after being instructed on the proper care and use of same equipment
7. Unauthorized use of, or improper tampering with Company equipment or property
8. Failure to wear personal protective equipment
9. Violation of the dress code or disregard for personal hygiene
10. Failure to punch in and out
11. Abuse of break and / or meal periods
12. Any other misconduct that adversely affects job performance or the working relationship with the Company

In imposing discipline on a current charge, the Company generally will not take into account any prior warnings which occurred more than nine (9) months previously. This applies to all violations except failure to pull average and missed time clock punches. In imposing discipline on a current charge for these two violations, the Company will not take into account any prior warnings which occurred more than six (6) months previously.

### **Substance Abuse Policy**

Piggly Wiggly is dedicated to having a drug-free workplace and maintaining a safe environment for its employees. Any person who is impaired by reason of drug or alcohol use poses a serious safety threat to each of us. To minimize this threat, Piggly Wiggly has implemented a substance detection policy that is detailed in the following pages.

This policy includes an absolute prohibition against possession, use or sale of illegal or unauthorized drugs or alcoholic beverages in the workplace that may pose serious safety and health risks and cause irreparable damage to Piggly Wiggly and its reputation with customers and the community. It is the intent of Piggly Wiggly to strictly enforce the rules set forth by this policy and to protect against the use or abuse of illegal or unauthorized substances in the workplace, including but not limited to in vehicles, on equipment, or on property owned, leased or rented, controlled or operated by the Company.

### **Purpose**

1. Maintain a safe and healthy working environment for all employees.
2. Ensure the reputation of Piggly Wiggly and our employees as good, responsible citizens.
3. Reduce the possibility of injury to employees and the public.
4. Reduce absenteeism, tardiness and indifference or poor job performance.
5. Protect Company property, equipment and operations.
6. Provide assistance in the rehabilitation of any employee who, consistent with this policy, seeks help before detection in overcoming an addiction to, dependence upon or any problem with the use of drugs or alcohol.

### **Prohibitions**

1. Use, possession, manufacture, distribution, dispensation or sale of illegal drugs or drug paraphernalia, any controlled substance, or alcohol on Company premises or Company business, in Company supplied vehicles, or during work hours.
2. Storing in a locker, desk, automobile, or other repository on Company premises of any illegal drug, drug paraphernalia, any controlled substance whose use is unauthorized, or any alcohol.
3. Being under the influence of any unauthorized controlled substance, illegal drug or alcohol on Company premises or Company business, in Company supplied vehicles, or during work hours; being under the influence of alcohol is defined as an alcohol content of .04; being under the influence of any unauthorized controlled substance or illegal drug is defined as testing positive at a specified ng/ml level: all positive drug tests shall be conclusive presumption of impairment at the time tested.
4. Use of alcohol or possession, use, manufacture, distribution, dispensation, or sale of illegal drugs on or off Company premises that adversely affects the employee's work performance, his own or others' safety at work, or the Company's regard or reputation in the community.
5. Switching, adulterating or diluting any urine sample submitted for testing.
6. Refusing or delaying consent to testing or to submit a breath, saliva, urine or

- blood sample for testing when requested by management.
7. Refusing to submit to an inspection when requested by management.
  8. Failing to adhere to the requirements of any drug or alcohol treatment or counseling program in which the employee is enrolled.
  9. Conviction under any criminal drug statute.
  10. Arrest under any criminal drug statute under circumstances which adversely affect the Company's regard or reputation in the community.
  11. Failure to notify the Company of any arrest or conviction under any criminal drug statute within five (5) days of the arrest or conviction.
  12. Failure to report to your supervisor the use of a prescribed drug which may alter the employee's behavior or physical or mental ability.
  13. Failure to keep prescribed medicine in its original container.
  14. Refusal to complete a consent form prior to testing.
  15. Refusal to complete the Chain of Custody after submission of a urine or blood specimen.
  16. Failure to provide a required amount of urine for a drug screen within 3 hours of first attempt.

### **Drug Testing Types**

All DOT tests will be split specimen tests.

1. **Pre-employment:** All candidates who have been given a conditional offer of employment will be required to take a pre-employment drug urinalysis and / or alcohol test. Applicants whose test results and interviews, combined with general reference and background checks, indicate that the applicant is currently under the influence of alcohol or is using prescription drugs other than in accordance with a physician's directions for use, or non-prescription drugs, will not be hired.
2. **Probationary:** All probationary employees will be subject to drug or alcohol testing at any time.
3. **Reasonable Suspicion Drug or Alcohol Testing:** Employees who are believed to be using or to have used drugs and / or alcohol in violation of the Company's policy may be tested if such suspicion exists. The suspicion may be drawn from specific objective and articulable facts and / or reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inference may be based upon:
  - a. Observable phenomena while at work, such as direct observation of drug and / or alcohol use or the physical symptoms or manifestations of being under the influence of a drug and / or alcohol.
  - b. Abnormal conduct or erratic behavior while at work or significant deterioration in the work performance.
  - c. A report of drug and / or alcohol use, provided by a reliable and credible source.



- d. Evidence that an individual has tampered with a drug and / or alcohol test during his employment with the Company.
  - e. Information that an employee has caused or contributed to or been involved in an accident while at work, including accidents involving a Company vehicle or equipment.
  - f. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs and / or alcohol while working or while on Company premises or while operating Company vehicles, machinery, or equipment.
4. **Post-Accident or Injury:** Any reportable accident involving a company vehicle in which an employee receives a citation for a moving traffic violation. Any industrial work incident involving injury to self or others, and any incident that involves property damage.
  5. **Random:** All employees will be subject to random drug testing. The number of tests conducted under this section annually shall equal or exceed 50% of the average number of employees annually. The employee(s) to be tested will be notified immediately prior to the test being conducted. Any employee who is subject to follow-up testing will be required to submit to a random drug test.
  6. **Follow-up:** If the employee during the course of employment enters an employee assistance program for drug-related problems or an alcohol and drug rehabilitation program, the employer may require the employee to submit to a drug test as a follow-up to such program, and on a monthly, quarterly, semi-annual, or annual basis, at its sole discretion, for up to five years thereafter.

### **Testing Procedure**

All tests will be administered by PWADC or its designee. All tests sent to laboratories will be conducted and evaluated pursuant to standards adopted by DOT.

### **Fitness for Duty**

Any employee whose alcohol test is greater than .02 and less than .04 shall be unfit for duty, sent home without pay and will receive a final written warning.

### **Searches**

When there is a reason to believe, in the opinion of Piggly Wiggly, that an employee is under the influence of intoxicants, drugs or narcotics, or is in the possession of any intoxicants, drugs, narcotics or equipment, products or materials, which are used, or are intended for use or designed for use with non-prescribed controlled substances, Piggly Wiggly may request that the employee submit to a search by Company representatives of his / her person and / or property (including offices, lockers, desks, cabinets, closets, and vehicles brought onto company premises).

### **Drug-Free Awareness Education Program**

Piggly Wiggly will provide information to inform employees about the dangers of drug

and alcohol abuse, the indicators of drug and alcohol abuse, the Company's policy of maintaining a drug-free workplace, the availability of community drug counseling and rehabilitation resources, and the penalties that may be imposed for violation of the policy.

Supervisory personnel will receive periodic training on the conduct, behavior, and treatment of drug and alcohol abuse.

### **Discipline**

An employee who refuses to submit immediately upon request to a search of his or her person or property or to a blood test, urinalysis, "breath analyzer" test, or other diagnostic, or who otherwise is in violation of this policy is subject to disciplinary action up to and including immediate termination. An employee who refuses to submit to or cooperate with a breath, alcohol or urine drug screen test after an accident is subject to disciplinary action up to and including termination.

### **Drug and Alcohol Testing and Worker's Compensation Insurance**

Under Alabama Code, Section 25-5-51, workers who are injured at the workplace or in the course of employment may be tested for drugs and alcohol and if impaired, may not be paid benefits under the Alabama Worker's Compensation Law if the injury is a result of an accident caused by drug and / or alcohol impairment.

"A positive drug test conducted pursuant to standards adopted for drug testing by the U.S. Department of Transportation in 49 C.F.R. Part 40 shall be a conclusive presumption of impairment resulting from the use of illegal drugs. No compensation shall be allowed if the employee refuses to submit to or cooperate with a blood or urine test as set forth above after the accident after being warned in writing by the employer that such refusal would forfeit the employee's right to recover benefits under this chapter."

Piggly Wiggly now warns you that refusal to take an alcohol or urine drug test after an accident will forfeit your rights to recover benefits under the Alabama Worker's Compensation Act.

### **Company Property**

The Company property covered by this policy includes property of any nature owned, controlled, or used by Piggly Wiggly, including parking lots, offices, desks, lockers, and vehicles.

### **Reservation of Rights**

Nothing in this policy alters the fact that employees who are not part of the union's bargaining unit are employed for an indefinite period and that either the employee or Piggly Wiggly may terminate such employment with or without cause at any time for any

reason. Neither this policy nor any related policies, practices, or guidelines are employment contracts or parts of any employment contract. Due to the nature of the Company's operations and the possible need to accommodate individual situations, the provisions of this policy or of any related policies, practices, or guidelines may not apply to every employee in every situation. Piggly Wiggly reserves the right to rescind, modify, or deviate from this or any other policy, practice, or guidelines as it considers necessary in its sole discretion, in either individual or company-wide situations with or without notice.

#### **IV. COMPENSATION AND BENEFITS**

##### **Insurance**

When you have completed your ninety (90) days introductory period, you are eligible to be covered under the Health and Welfare plans at Piggly Wiggly Alabama Distributing Company, Inc. subject to the terms and conditions of each plan. The company offers the following benefits to you:

|                      |                   |                       |
|----------------------|-------------------|-----------------------|
| Medical Insurance    | Dental Insurance  | Vision Insurance      |
| Group Life           | Supplemental Life | Short-Term Disability |
| Long-Term Disability | Critical Illness  | Accident Insurance    |

Please see your benefits information for current coverages and premiums. If you have any questions about your medical insurance, contact human resources.

##### **Credit Union**

Alabama Telco Credit Union ([www.alatelco.org](http://www.alatelco.org)) and America's First Credit Union ([www.amfirst.org](http://www.amfirst.org)) offers their services to our employees. These credit unions offer their members a full range of services designed to make it our one-stop center for financial needs. There are several locations. You may go to [www.alatelco.org](http://www.alatelco.org) for more information or stop by the human resources department.

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

You will be allowed to participate in the 401(k) plan after you have met the requirements of the plan. For specific questions regarding contributions, employer matching, funds and vesting rules, please see your benefits information or your human resources department.

##### **Paid Vacations For All Full Time Employees**

All vacations are earned from anniversary date (first day of employment) to anniversary date and will be taken from anniversary date to anniversary date. No more than one (1) week of vacation time can be carried over into the next year, unless it is approved by management. Any unused vacation more than one week will be forfeited. Vacation pay will be based on weekly earnings of forty (40) hours, except for drivers. Driver vacation pay will be a set amount. All vacations must be scheduled with your immediate supervisor. Any employee who voluntarily resigns and fails to give the Company two weeks' notice, shall forfeit any accrued vacation pay. Please refer to your vacation policy for more information.

### **Holidays**

If you are an eligible employee, you will be entitled to receive the several paid holidays. The following guidelines will be used in determining eligibility for holiday pay.

For employees who regularly work four (4) or more 10-hour workdays per week, they shall be granted ten (10) hours straight time for holidays, and all regular employees who work five (5) 8-hour days or more shall be paid eight (8) hours at their regular straight time hourly rate (subject to all other qualifying provisions) for the following holidays:

- New Year's Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas Day
- Anniversary date of employment (Bargaining unit employees)
- Bargaining unit employees hired prior to 10/21/11 are eligible for two (2) days for the employee's birthday
- Bi-Weekly and Salaried employees are eligible for 3 floating holidays to be used at their discretion with manager's approval after completion of one year of service

In order to be eligible for the paid holidays, the employee must meet the following three (3) conditions:

1. The employee would otherwise have been scheduled to work on the holiday if it had not been observed as a holiday,
2. The employee works the last scheduled working day prior to the holiday and the next scheduled working day after the holiday, unless prevented through no fault of the employee or excused absence by the Company and has done some work within thirty (30) calendar days prior to the holiday, and
3. If scheduled to work, the employee actually did work on the holiday.

When any holiday specified above falls on a Sunday and the Monday following is observed as the holiday by the State or Federal Government, the Monday shall be deemed the holiday. For employees who work on night shift, the night before the holiday will be celebrated as the holiday.

An employee failing to work on a holiday when he volunteers to do so or is scheduled to do so shall forfeit any claim to holiday pay.

A holiday is a work day of 24 hours, embracing at least a part of the calendar day celebrated. This means night shift will work their regular shifts on a part of the calendar holiday without extra pay.

Bargaining unit employees will be able to take their anniversary and birthday holidays no sooner than ten (10) days prior to the holiday nor later than 180 days after holiday. Employees must schedule these holidays five (5) days in advance with their immediate supervisor.

### **Bereavement Leave**

A regular employee, upon notification to his / her supervisor, will receive necessary time off, up to two (2) days with pay, to attend the funeral of any of the following regular employee's relatives: husband, wife, child, mother, father, sister, brother, grandparent, mother-in-law, father-in-law, or spouse's grandparents. The company will pay the regular employee's normal and regular compensation for this time off because of the death and funeral of the above-specified family members. The two (2) days off with pay shall be within the period of the day of the death and the day of the funeral. The employee may be required to provide proof of funeral attendance.

### **Civic Responsibilities**

The company recognizes the privileges and duties of citizenship and encourages you to accept your civic responsibilities. Therefore, time off will be granted according to the company policy and state laws for:

#### **Jury Duty and Subpoena Duty**

Full-time employees absent from their scheduled work shift to serve on a jury or as a witness in a legal proceeding pursuant to a valid subpoena will be paid for eight (8) hours a day for jury duty, and may keep the money that they receive for jury duty. If you are called but then released from serving on a jury during normal working hours, you are expected to report to work as soon as you are released. Witness pay will not be paid in situations when subpoenas are issued in suits where the employee or the employee's family members are either the plaintiff or defendant.

Please notify your supervisor as soon as you are called for jury duty so that he or she can arrange for your replacement during jury duty.

### Military Leave

The Company is committed to protecting the job rights of employees who serve in the United States' uniformed services. Employees who are required to fulfill military obligations will be given the necessary time off to meet those commitments. The Company complies with the Uniformed Services Employment and Reemployment Rights Act ("USERRA") and all applicable state laws governing military leave, reemployment and/or reinstatement.

An employee requiring military leave, whether for training or active duty, should notify his/her supervisor and Human Resources as soon as the employee receives orders for training or duty. Once notification has been made, the human resources department will issue a letter to the employee stating his/her rights and responsibilities under USERRA. Supervisors receiving an employee's request for military leave should also contact the human resources department immediately.

Upon completion of uniformed service and upon timely application for reemployment, employees are eligible for reemployment in a manner consistent with controlling federal and state law.

## **V. MISCELLANEOUS INFORMATION**

### **Care of Equipment and Machinery**

The Company has invested many dollars in equipment and machinery which are designed to enable you to do your work more efficiently. Your cooperation in the care and use of this equipment is necessary to maintain it in good condition. Defective equipment could pose a danger to you or your co-workers. Therefore, if any of your equipment is defective, please notify your supervisor immediately so repairs or replacements can be made.

### **Break Room**

A break room has been provided for all employees by the Company for their comfort. Please remember that it is your responsibility to clean up any trash or messes after you have completed your lunch period or break.

There will be no food, lunch or drink containers allowed in the warehouse. All food and drink items are to be kept in the break room. If you lose money in one of the machines, do not kick, hit or damage the vending machine in any way. Report lost money to your supervisor.

### **Good Housekeeping**

One sure indication of an efficient worker is the condition and appearance of his or her work area. Orderliness in your work area reduces accidents, improves health conditions, reduces fire hazards and adds to the efficiency of your work. We can all help by placing trash in the containers provided and by applying a few simple rules and tidiness. It is everyone's responsibility to help keep our warehouse, office and work areas clean.

### **Smoking**

In accordance with the various city ordinances and company requirements, smoking regulations have been established. Smoking is not permitted in the warehouse, but there is a designated smoking area outside of the warehouse. Smoking inside the warehouse will result in immediate suspension on the 1<sup>st</sup> offense. The use of electronic cigarettes also applies to this policy. They are prohibited.

### **Mobile Devices**

Cell phones, tablets, laptops, blackberries, kindles, i-phones, i-pads, i-pods, or any other mobile device are prohibited from use in the warehouse. This is a safety violation and usage of these devices inside the warehouse will result in immediate suspension on the 1<sup>st</sup> offense.

### **Personal Telephone Calls**

The Company's telephone lines are usually busy with business calls. We recognize the need for occasional personal calls, but they must be kept to a minimum. If you are away from a telephone, messages will be delivered to you in case of emergency only. Use of our Company WATS line for personal calls is strictly prohibited.

### **Advances and Receivables**

Cash advances and employee charges are not allowed.

### **Visitors**

Due to the Company's insurance and safety policies, visitors will not be permitted in the warehouse unless a prearranged appointment has been made with management. There are no exceptions to this rule, so please make your friends and family aware of the policy.

### **Parking**

The parking area inside the fence is for assigned parking only. If you park in the assigned parking area or visitor parking area, your car will be subject to towing at your expense. Also you must not back into parking spaces, this is to prevent damage to the wall and the fence. If you must leave your vehicle overnight, contact the Security Department and

inform them of your intentions. A map of the parking lot may be provided upon request.

### **Bulletin Boards**

Bulletin Boards are maintained at this facility for the purpose of providing employees with necessary information regarding them and their job. This means communication is designed to keep employees current in management philosophy, conditions of employment, job opportunities, and other subjects that affect the company. Only company approved information can be posted on bulletin boards located within the facility. Bulletin board space is available for posting of information pertaining to those employees covered under the collective bargaining agreement. Neither board is to be used for the purpose of harassing any person, persons, groups, or the company. The company reserves the right to review and / or remove posted material deemed in conflict with the goodwill of the employees, staff, or management.

### **Solicitation**

Piggly Wiggly Alabama Distributing Company, Inc. prohibits the solicitation, distribution and posting of materials on or at Company property by any employee or non-employee, except as may be permitted by this policy. The sole exceptions to this policy are charitable and community activities supported by Piggly Wiggly management and Company-sponsored programs related to Piggly Wiggly products and services.

Non-employees may not solicit employees or distribute literature of any kind on the Company premises at any time. Employees may only admit non-employees to work areas with management approval or as part of a Company-sponsored program. These visits should not disrupt workflow. The Company employee must accompany the non-employee at all times. Former employees are not permitted onto Company property except for official Company business. Employees may not solicit other employees during work times, except in connection with a Company approved or sponsored event. Employees may not distribute literature of any kind during work times, or in any work area at any time, except in connection with a Company-sponsored event. The posting of materials or electronic announcements are permitted with approval from Human Resources. Violation of this policy should be reported to Human Resources.

### **Personnel Files**

The Human Resources department maintains personnel files for each employee. These files are the property of Piggly Wiggly. These files contain documentation regarding all aspects of the employee's tenure with the Company such as performance appraisals, beneficiary designation forms, disciplinary warnings, and letters of commendation. The records are maintained for payroll and possible emergency situations. You may review your personnel file by appointment only and an HR representative must be present while you review your file. You may not remove anything from your file. If you are interested in reviewing your file, contact your supervisor to schedule an appointment.



Your supervisor keeps weekly records of your work performance, tardiness, absences, accidents and those disciplinary actions which go into your personnel file. He or she does this to have factual information regarding your progress so he or she can help you improve.

To ensure that your personnel file is up to date at all times, notify the Human Resources department of any changes in information such as:

1. Your name,
2. Telephone number,
3. Home address,
4. Beneficiary designations
5. A birth or death in your family
6. A change in income tax dependents
7. A marriage or divorce
8. Names of individuals to notify in case of an emergency.

Updates and / or changes to personal information are the responsibility of the employee.

### **Workplace Searches**

All articles carried in or out of any Company facility will be subject to inspection by Company Supervisors or Security Officers without notice.

Employees are expected to surrender all items for an inspection at the request of any Company Security Officer or Supervisor. Employees are also expected to open hand carried items such as purses or bags so that they may be inspected. Employees who refuse this inspection will be told to leave the property immediately, and may be subject to termination from employment with Piggly Wiggly.

Visitors and other outside persons are expected to abide by these rules as well. Failure to cooperate with Security Officers or Supervisors may result in notification of local authorities and permanent expulsion from Company property.

This policy is intended to promote safety and loss prevention. There are no exceptions to this policy.

## **VI. SAFETY**

Piggly Wiggly is committed to providing a safe working environment. With this

commitment, the Company complies with relevant federal and state occupational health and safety laws to develop the best feasible operations, procedures, technologies, and programs conducive to such an environment.

The Company policy is aimed at minimizing the exposure to our employees, customers, and visitors to health and safety risks. To accomplish this objective, each employee is expected to work diligently to maintain safe and healthful working conditions and to follow proper operating practices and procedures designed to prevent injuries and illnesses.

Your welfare and safety and that of your co-workers depends upon your physical and mental condition as well as attention to safe working procedures. Every accident, however slight, and whether or not there is an injury involved, must be reported immediately to your supervisor so that it may be investigated and the causes corrected. If you are aware of any unsafe or hazardous condition, it is your responsibility to report this information to your supervisor. Employees who fail to report unsafe conditions and /or employees who are repeatedly involved in accidents after safety training shall be subject to discipline.

Please refer to your enclosed Safety, Health, and Environmental Guidelines and Rules for specific information.

### **Reporting Injuries**

Piggly Wiggly will rely on trained medical authorities to administer medical attention to employees. Employees that have first aid training may provide first aid as an act of a Good Samaritan. Additionally, minor first aid may be self-administered by the affected employee.

1. See your supervisor or the facility nurse should you need first aid.
2. Any injury, no matter how minor, must be reported immediately to the nurse or your supervisor and first aid administered, if required. An injury that is not reported prior to leaving company premises becomes questionable as to work-relatedness. Failure to properly report an injury may result in disciplinary action.
3. If an employee feels sick, they must report the case to their supervisor immediately.
4. Work related illnesses are to be handled in the same manner as work related injuries.
5. Do not attempt to remove any foreign body lodged in your eye or in the eye of another employee unless accomplished by rinsing. Professional medical attention is required.
6. If the services of a doctor are required, the Nurse will arrange for such service. An "Authorization for Medical Treatment" form must accompany any Employee sent for outside medical treatment. After treatment, a copy of the authorization form,

with the doctor's report of treatment rendered and any restrictions shall be given to the nurse.

7. When an injured Employee cannot come back to work, it is the employee's responsibility to keep the company informed of any change(s) in his/her condition and to forward any doctor's report to the nurse.
8. Do not attempt to move an employee who has sustained a fall unless the employee is in imminent danger of further injury.



Down Home, Down The Street

*Piggly Wiggly Alabama Distributing Company, Inc.*

2400 J. Terrell Wooten Drive

Bessemer, Alabama 35020

(205) 481-2300 / [www.pwadc.com](http://www.pwadc.com)

**ACKNOWLEDGMENT OF RECEIPT**

**of**

**Piggly Wiggly Alabama Distributing Company, Inc. Employee Handbook**

I hereby acknowledge receipt of this handbook and recognize my obligation to be aware of and understand its contents. I further acknowledge I have reviewed and understand this handbook and will abide by it. I acknowledge that as a condition of employment, I must follow the terms and conditions outlined therein.

\_\_\_\_\_  
Employee Name (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date



*Piggly Wiggly Alabama Distributing Company, Inc.*  
2400 J. Terrell Wooten Drive  
Bessemer, Alabama 35020  
(205) 481-2300 / [www.pwadc.com](http://www.pwadc.com)

**ACKNOWLEDGMENT OF RECEIPT**

**of**

**Piggly Wiggly Alabama Distributing Company, Inc. Equal Employment Opportunity, Non-Discrimination and Workplace-Harassment Policy**

By signing below, I acknowledge that I have received a copy of the Piggly Wiggly Alabama Distributing Company, Inc. Equal Employment Opportunity, Non-Discrimination and Workplace-Harassment Policy. I have reviewed and understand this Policy and will abide by it. I acknowledge that as a condition of employment, I must follow the terms and conditions outlined therein.

\_\_\_\_\_  
Employee Name (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date



Down Home, Down The Street

*Piggly Wiggly Alabama Distributing Company, Inc.*

2400 J. Terrell Wooten Drive

Bessemer, Alabama 35020

(205) 481-2300 / [www.pwadc.com](http://www.pwadc.com)

**ACKNOWLEDGMENT OF RECEIPT**

**of**

**Piggly Wiggly Alabama Distributing Company, Inc.**

**Substance Abuse Policy**

By signing below, I acknowledge that I have received a copy of the Piggly Wiggly Alabama Distributing Company, Inc. Substance Abuse Policy. I have reviewed and understand this Policy and will abide by it. I acknowledge that as a condition of employment, I must follow the terms and conditions outlined therein.

I am aware that the use of alcohol, certain drugs and/or refusal to submit to a drug or alcohol test pursuant to this Policy will make me subject to immediate termination.

\_\_\_\_\_  
Employee Name (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date