

Chris Snyder

From: Stephanie Johnson <SJOHNSON1@missionfoods.com>
Sent: Friday, April 3, 2020 7:29 PM
To: Chris Snyder
Subject: RE: Proposed Letter of Understanding, re: COVID-19

Hi Chris,

As we just discussed, management has decided to increase the bonus amount for each employee from the \$160 we agreed to in the LOU. Instead we will be paying a one-time bonus of \$300 to each employee. This bonus will be paid next Friday, April 10.

Let me know if you have any questions.

Thanks,
Stephanie

Stephanie M. Johnson | Director, Corporate Counsel
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From: Chris Snyder [mailto:csnyder@UFCW1776.ORG]
Sent: Saturday, March 28, 2020 8:18 PM
To: Stephanie Johnson <SJOHNSON1@missionfoods.com>
Cc: Chris Snyder <csnyder@UFCW1776.ORG>
Subject: RE: Proposed Letter of Understanding, re: COVID-19

Good Evening Stephanie:

The Union accepts and is in agreement of the counter received via email at 9:02PM EST this evening (3/28/20). I took the liberty of accepting the proposed modifications in the document forwarded and signed. I am sending back; both as the clean/accepted Word Doc as well as the signed PDF. If you or a designee could kindly sign and send back the PDF version, I/we would appreciate to close out.

Thank you, once more, for your mutual efforts in this unprecedented time and circumstance. Be safe and have a good evening.

Best Regards,

Chris Snyder
Assistant Director, North-Central Division
UFCW Local 1776 Keystone State

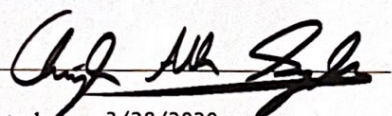
LETTER OF UNDERSTANDING WORK JURISDICTION DURING COVID-19 PANDEMIC

The parties to this agreement recognize that certain exigent circumstances have arisen as a result of the current COVID-19/coronavirus pandemic. Specifically, the parties recognize that the employer party to this agreement has experienced unforeseeable staffing exigencies that may make full compliance with the work jurisdiction provisions in the parties' labor agreement impracticable. Therefore, to avoid potential disputes under the labor agreement, and to provide fair conditions for employees required to work additional hours due to the pandemic, the parties agree to the following terms on a temporary basis.

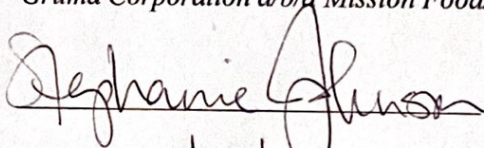
1. The parties agree to jointly work to hire employees into open positions at Mission Foods, into the bargaining unit and to coordinate general hiring by working with other unions and/or industries, which may have employees on reduced or no hours such as hotels, restaurants, etc. Nothing in this provision shall limit Mission Foods from engaging in any other recruiting efforts.
2. The Union will draft and propose a joint demand of the applicable state agencies or officials to provide funding for a Food Processing Emergency Childcare Fund.
3. The Employer will continue its current efforts to accommodate scheduling changes needed by employees with childcare needs during school closures, including working different schedules, shifts, or departments. Any accommodation will be subject to the Employer's discretion. In the event an employee must stay home due to a childcare issue, the employee must timely notify Human Resources, and the employee will be allowed to take any paid leave to cover their absence. If the employee has no remaining paid leave available, they may take an unpaid leave. The Employer shall continue their benefits during this timeframe without any disruption.
4. Mission Foods will pay any employee, who does not come to work, who is either (1) diagnosed with COVID-19, (2) or who Mission Foods will not allow to work due to a requirement that the employee self-quarantine due to their own exposure to a COVID-19 patient and/or based on information from a medical provider, up to two (2) weeks of up to eight (8) hours per day [and forty (40) hours per week] of replacement pay while they are unable to work. If the employee is unable to return to work after two weeks, the employee will then be able to use any other sick leave or short term disability, etc. pay to which they are normally entitled under the contract. There shall be no loss of your medical coverage during this timeframe.
5. If an employee is out of work for any period of time for any of the reasons specified in this Letter of Understanding, the employee will not suffer loss in seniority or vacation benefits under our Agreement, but vacation will not accrue during any period in which the employee is not working.

6. Upon a specific request from an employee, the Employer shall suspend the attendance policy/attendance point system during the timeframe of the COVID-19 outbreak for verified absences due to COVID-19; including but not limited to isolation, quarantine and school related closings. The Attendance Policy and Point System shall remain in place for all other reasons.
7. Social Distancing: The Employer shall continue its current practice of taking all reasonable measures to promote the usage of social distancing within the facility(ies) where business and operational needs allow such distancing. This shall include staggering shifts and/or break times, providing additional places in the facility for employees to take breaks or meal periods extended break periods (to accommodate any additional distances) and limiting any unnecessary gatherings of individuals (ex. line meetings).
8. Once the Employer has acquired the appropriate equipment, it is understood that the Employer may implement the use of Temporal Scans (or related technologies) for employees to adhere the health and safety of all, and agrees that such protocol will not adversely impact an employees pay (start time or donning/doffing, if applicable) or time/attendance.
9. The Union agrees the Employer may make a one-time discretionary payment to each employee in the amount of one hundred and sixty dollars (\$160.00).
10. This agreement shall be on a non-precedent setting basis and the term of this agreement shall expire thirty (30) days from the date last signed below. Prior to the expiration of this agreement the Union may request that the parties meet to review and consider any renewal of or modifications to this agreement as necessary, but the request shall not extend the term of this Agreement unless agreed to by the parties in writing.

UFCW LOCAL 1776 Keystone State:


Dated: 3/28/2020

Gruma Corporation d/b/a Mission Foods:


Dated: 3/28/2020

Dear Mr. Davis:

Please be advised that I am counsel to UFCW Local 1776 KS, which represents employees of Mission Foods employed at its production facility in Mountain Top, PA. I am writing to express the grave concerns of both the Union and its membership regarding the failure of Mission Foods to address the serious and legitimate safety concerns of the workers regarding threats posed by the coronavirus at the Mountain Top facility. The spread of the coronavirus is the subject of a national emergency and has been recognized as a worldwide pandemic.

In your recent exchange with the Local's President, Wendell Young, you accused the Local of conducting an "unlawful strike" because some members are not coming to work and demanded that the Union "instruct its members to report for work". In the same email exchange, you recognized that the "union has expressed a desire for Mission Foods to take certain actions related to employee safety in light of possible exposure to COVID-19".

Your initial allegation is incorrect. There is no strike or work stoppage. You are however correct in observing that the union is very much concerned with the failure of the Company to address the legitimate fears of its workforce about exposure to the coronavirus in a crowded production facility which offers woefully inadequate personal protective equipment (if any), little training (if any) and maintains a workplace that makes it impossible for co-workers to maintain a safe distance from each other. The Company engages in no COVID-19 screening of employees when they enter the facility and does not maintain any medical protocols when workers appear in the facility exhibiting symptoms which may be related to the virus, which symptoms are widely accepted to be cause for self-quarantine and/or submission to testing. In addition, employees complain of a lack of sanitary facilities, irregular cleaning of equipment and tight quarters with co-workers who are sneezing and coughing.

The CDC, the federal government and the state government have acknowledged the community spread of COVID-19 in the United States and have issued precautions to slow the spread. They have closed schools; issued stay at home orders; and instructed businesses who are allowed to continue to operate to take measures to minimize the spread of the virus. Even Mission Foods has recognized the seriousness of the situation. On its website Mission Foods states "Mission Foods is closely monitoring the ongoing COVID-19 situation and staying apprised of any new developments concerning COVID-19. We are regularly monitoring the guidance from the CDC, FDA, and other authorities to ensure we are following appropriate health directives."

So, what precisely is Mission Foods doing to protect its employees? Have you adopted any policy on conducting COVID 19 screening for everyone who enters the plant? Do you have a policy of providing personal protective equipment in the facility? Are workers trained on the use of such equipment? Have you established protocols for ensuring appropriate distance between folks at work? Have you established protocols for removing ill workers from the facility and helping them to get medical treatment? Have

you established and implemented a policy of increased sanitizing of equipment in the plant? Are hand sanitizers and washing facilities readily available and are workers encouraged to take time to wash regularly and effectively? Do workers have sufficient space to eat so as to maintain social distancing? Are you ensuring that personnel who are returning from overseas travel are self-quarantining before returning to work? Are there medical professionals available on site to evaluate medical issues? We are not aware of the Company meeting these criteria. But if you are, please provide copies of policies and protocols designed to respond to these issues and confirm whether they have been provided to the employees..

The health and safety of its work force ought to be paramount to Mission Foods. Your employees, our members, are terrified by the virus (like most sane people). Unlike most Americans, they cannot shelter at home but they rightly expect their employer to take extra precautions to protect them from exposure to the virus while at work. And when they get sick or when someone in their family gets sick, they expect a level of support and understanding from the employer. The mother of a newborn with a fever should not be harassed at home to return to work before her infant is well. A worker exhibiting symptoms should not be permitted to remain at work in close quarters with his or her coworkers. There is no strike or work stoppage. Production is continuing, but there may be folks who are afraid to come to work or who feel they are too sick to come to work and no one in the union should be expected to pressure them to do otherwise.

As you are undoubtedly aware, OSHA requires that an employer ensure that its workplace be free of recognized hazards likely to cause death or serious harm. Further, and consistent with that obligation, Section 502 of the Labor Management Relations Act, 29 U.S.C. Section 143, provides as follows:

Nothing in this chapter shall be construed to require an individual employee to render labor or service without his consent, nor shall anything in this chapter be construed to make the quitting of his labor by an individual employee an illegal act; nor shall any court issue any process to compel the performance by an individual employee of such labor or service, without his consent; nor shall the quitting of labor by an employee or employees in good faith because of abnormally dangerous conditions for work at the place of employment of such employee or employees be deemed a strike under this chapter.

To the extent that Mission workers are not reporting to work due to the abnormally dangerous conditions which exist in the plant given the Company's failure to take, to the extent possible, the steps recommended by the Centers for Disease Control to mitigate the spread of COVID-19, such conduct is plainly protected by Section 502.

Local 1776KS is working with all of its responsible employers to ensure that its members who are expected to work in the many essential services performed by UFCW members receive the maximum available protection to minimize the risk of exposure at work and are treated with dignity and respect. Local 1776KS remains willing and

available to work with Mission Foods to ensure that those policies and protections are in place in order to allay the fears of its members, your employees, during this national emergency.

Very Truly Yours,

Stuart W Davidson

