

**LETTER OF UNDERSTANDING (“LOU”):**  
**CITTERIO USA BONUS AND WELLNESS POLICY FOR COVID-19 PANDEMIC<sup>1</sup>**

Purpose: To encourage UFCW Local 1776 Keystone State (“Union”) bargaining unit employees to strive for perfect attendance at work, but to stay home if they are sick and to seek the proper medical attention, including proper testing for COVID-19 if they have symptoms of the virus. If a bargaining unit employee tests positive with COVID-19, they need to immediately report their diagnosis to the Human Resources Department.

COVID-19 Related Quarantine & Childcare Pay: The Company will comply with the paid leave entitlement outlined in the Family First Coronavirus Response Act (“FFCRA or Act”).

Company to Have Employees’ Temperatures Taken: While this policy is in effect, before the start of each shift, the company will have onsite a Certified Nurse’s Assistant or other licensed health care provider, who will take the temperature of each employee before entering the plant for work. An area or areas in the plant will be designated for such purposes, and the company will exercise all reasonable efforts to maintain an appropriate level of privacy while temperatures are being taken.

HIPAA Waiver Required: Each employee will sign a HIPAA waiver for the health care provider taking his/her temperature in favor of the company and its Human Resources Department and senior management so they may see and act on the results of each temperature taken in accordance with this policy.

Temperatures of 99.5 Degrees Fahrenheit or Greater: Any employee registering a temperature of 99.5 degrees Fahrenheit or greater will be sent home and not permitted to be at work. Within five (5) calendar days, the affected employee is required to produce a note from a healthcare provider, who is a physician, physician’s assistant, or a CRNP, that the employee has been tested for COVID-19 or does not require such testing. If the employee meets this requirement, he/she will not be subject to the company’s absenteeism point system for the time during which it took to produce the healthcare provider note and any subsequent time off required by the healthcare provider for quarantining (or similar requirement) while test results are pending or, if the test is positive, to the date the employee is no longer contagious with the coronavirus and is released to return to work. Temperature screening will start on 4/3/2020.

Last Break of the Day: The parties agree to continue discussion about modifying the employees’ last break of each day for purposes of minimizing exposure and limiting personal contact. The parties further agree that any modification, if mutually agreed to, will be temporary and non-precedent setting.

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<sup>1</sup> This Policy is independent of and will have no effect on any rights the employees may have under federal, state or local laws.

Bonus for Attendance: While this policy is in effect, and subject to full compliance with the temperature taking portion of this policy stated above and is in good standing will receive a \$300.00 bonus ("Perfect Attendance Bonus") on the payday for the second full pay period of the following month (5/8/2020)<sup>2</sup>. A reduced bonus will be paid to those employees who work less than all scheduled workdays in a calendar month but work at least thirteen (13) such days and is in good standing. This bonus will be calculated by using the following formula:  $\$250/22 \text{ days} \times \text{number of full days worked}$ <sup>3</sup>.

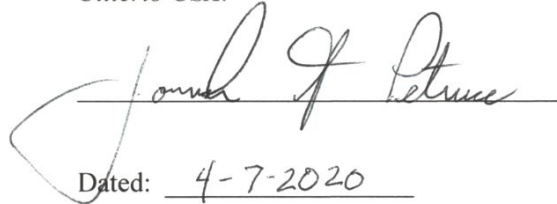
This policy will take effect on 4/5/2020 and end on 5/2/2020, unless extended in writing by the Company and the Union.

UFCW LOCAL 1776 Keystone State:



Dated: 4/7/2020

Citterio USA:



Dated: 4-7-2020

<sup>2</sup> Any time off for an entire or even part of a scheduled workday for any reason (other than properly scheduled vacation or personal days off as stated above), including, but not limited to, time off due to being sent home for having a temperature at or above 99.5 degrees Fahrenheit or any time off permitted or required under any federal, state or local law, such as the FFCRA, will disqualify an employee from receiving the Perfect Attendance Bonus.

<sup>3</sup> By way of explanation, \$250.00 is used for this formula because the Perfect Attendance Bonus includes an additional \$50.00 as a reward for achieving perfect attendance.

## **Summary of Citterio USA COVID-19 Policy/Protocols:**

Following discussions with Kathleen Halterman, Human Resources Director for Citterio USA, the Company will be following the below protocols as it relates to COVID-19:

Quarantine: If an employee is directed to quarantine at the direction of their health care provider or other official agency, they will not be compensated by Citterio USA unless they choose to use their own accrued vacation or personal time. The employee can apply for short term disability ("STD"), however, that decision will be up to the 1776 & Participating Employers Health Fund Office "...if they are classifying this as a qualifying event." Citterio USA is also waiting on directives from the Federal Government on the employer's role in any assistance packages that are or may be in the works.

Childcare: If an employee expresses concern, the Company will accommodate their need to use personal or vacation time. Citterio USA is also willing to review the options of a limited work schedule or shift change if that is possible for the impacted employee. "We are attempting to work with the employees to meet their needs as well as meet the needs of our customers."

Attendance: Citterio USA is monitoring the time and attendance policy closely, making sure they are reviewing each case individually to ensure the employees needs are met and to protect the Company from unwarranted abuse from those taking advantage of the matter(s) at hand.

The Company stated they are committed to continuing dialogue as any matter(s) arise and the environment/circumstances change.

March 19 2020

BREAK TIMES CHANGES DUE TO THE CORONAVIRUS

The department you are working in will determine what time you take both your lunch break and the 2 other breaks. If you switch departments for the day, you will break with whatever department you are working in that day. The reason for the separate breaks is to try to minimize contact with the number of employees you contact.

<u>Packaging</u>		<u>Slicing 1</u>	<u>Slicing 2</u>
First Break	8:40-8:55	9:00-9:15	9:20-9:35
Lunch	11:05-11:35	11:40-12:10	12:15-12:45
Second Break	1:10-1:25	1:30-1:45	1:50-2:05

<u>Manufacturing</u>		<u>Rostello</u>	<u>Specialty</u>
First Break	8:45-9:00	9:05-9:20	9:25-9:40
Lunch	11:10-11:40	11:45-12:15	12:20-12:50
Second Break	1:15-1:30	1:35-1:50	1:55-2:10

<u>Second Shift Slicing 1</u>		<u>Slicing 2</u>
First Break	4:20-4:35	4:40-4:55
Lunch	6:30-7:00	7:05-7:35
Second Break	8:50-9:05	9:10-9:25