

**LETTER OF UNDERSTANDING (“LOU”)  
WORK JURISDICTION DURING COVID-19 PANDEMIC**  
*Knouse Foods Co-Operative, Inc. &  
United Food and Commercial Workers Union, Local 1776 Keystone State*

The parties to this agreement recognize that certain exigent circumstances have arisen as a result of the ongoing COVID-19/coronavirus pandemic. Specifically, the parties recognize that the Employer party, Knouse Foods Co-Operative, Inc., to this agreement has experienced unforeseeable staffing exigencies that 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 COVID-19 pandemic, the parties agree to the following terms on a temporary basis.

1. In the event the counties in which the Employer’s worksites move to a yellow or red phase by Order of the Governor of the Commonwealth of Pennsylvania, or their designee, or the positivity rate in any of those counties far exceeds the state average, the following protocols and procedures will be followed:
  - The Employer will make all reasonable efforts to accommodate scheduling changes needed by employees with childcare needs during school closures, including working different schedules, shifts, or departments. In addition, the Employer and Union agree to work together to help employees find needed childcare facilities, if available. In the event an employee must stay home due to a childcare issue, 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 a Company approved unpaid leave to obtain suitable childcare. The Employer shall continue their benefits during this timeframe without any disruption so long as the employee keeps up with their co-share payments.
  - Quarantine: Any employee that is notified by a healthcare provider that they need to quarantine due to a personal Covid-19 diagnosis will immediately be eligible for the Employer’s Short Term Disability (“STD”) plan should they be eligible. The Employer will waive any required waiting period so long as the employee provides proper documentation by their physician/specialist.
  - Attendance: The Employer shall utilize a special absence code with no adverse impact occurring to the employee’s absentee record for the life of this agreement for verified absences due to COVID-19; including but not limited to isolation or quarantine related absences. The Attendance Policy and Point System shall remain in place for all other reasons and any matters that arise will be handled on a case-by-case basis.
  - Social Distancing: Knouse Foods Co-Operative, Inc. shall continue to take all reasonable measures to promote the usage of social distancing within the facility(ies) where possible. 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). Other mitigation will also be explored and continued to be used where applicable; including the use of Plexiglas/dividers, providing enhanced personal protective equipment (“PPE”) and distancing measures. Union Representatives will continue to have access to the facility(ies) to service members.

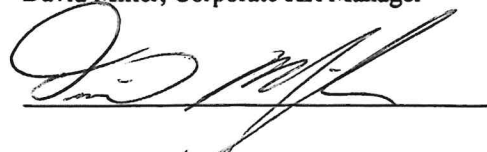
- In the event of any implementation or use of additional technologies for employees to adhere the health and safety of all, the Employer will notify the Union of such implementation and agrees that such protocol will not adversely impact an employees pay (start time or donning/doffing, if applicable) or time/attendance.
  - In the event the Employer seeks to implement COVID-19 testing, Knouse Foods Co-Operative, Inc. will immediately notify the Union and the parties will discuss implementation. The Union will be supportive of such testing should the Company decide and will collaborate in such endeavor. It is understood that such protocols surrounding such testing will include, among other things:
    - Testing will be administered by a third-party and participants will be selected at random. Random selection will include both bargaining and non-bargaining employees.
    - If any individual refuses to be tested, they will be placed on an unpaid Leave of Absence (“LOA”) of at least ten (10) days.
    - The Employer will conduct such testing onsite, adhering to all applicable privacy and HIPAA guidelines, and mutually agrees that such testing will not adversely impact an employee’s hours/schedule (time for testing will be considered time worked).
    - The Employer will, at the employee’s authorization, allow the 3<sup>rd</sup> party testing facility to transmit test results to their designated physician or specialist. In the event an employee tests positive, the Employer will immediately commence with contact tracing and notify, test and quarantine any potentially exposed employees.
  - Communication Recognition: Where applicable, Knouse Foods Co-Operative, Inc. will ensure that all materials and/or resources are communicated in the applicable languages of the bargaining unit (ex. Haitian Creole or Spanish) to ensure everyone is informed.
2. This agreement shall be on a non-precedent setting basis, and the term of this agreement shall be renewable every sixty (60) calendar days where both parties will meet to review and consider any modifications to this agreement. In the event of any pressing matters or emergencies, the parties will meet promptly to review and modify this agreement; modifications will not commence unless mutually signed off on by the Employer and Union.
3. In the event that all of the counties from which the Employer’s worksites are located remain in the green phase, as outlined by the Governor of the Commonwealth of Pennsylvania or their designee, the Company will continue to maintain social distancing, PPE and notify the Union of any COVID-19 cases/diagnoses on a monthly basis. The waiting period will also continue to be waived for any employee, that is diagnosed with COVID-19 and is eligible for the Knouse Foods Co-Operative, Inc. STD plan. Further, Knouse Foods Co-Operative, Inc. will continue to adhere to all applicable State and/or Federal/CDC guidelines/protocols surrounding COVID-19.

UFCW LOCAL 1776 Keystone State:  
Chris Snyder, Assistant Director



Dated: 11/4/2020

Knouse Foods Co-Operative, Inc.:  
David Miller, Corporate HR Manager



Dated: 11/4/2020

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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 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 COVID-19 pandemic, the parties agree to the following terms on a temporary basis.

1. The parties agree to jointly work to establish a “digital hiring hall” to hire employees into the bargaining unit and to coordinate general hiring by working with other unions and industries which may have employees on reduced or no hours such as hotels, restaurants, etc. New employees hired by Knouse Foods Co-Operative, Inc. will become members of the Union after the forty-fifth (45<sup>th</sup>) day of work with the Employer. The Employer has the final determination on hiring applicants.
2. The Employer will make all reasonable efforts to accommodate scheduling changes needed by employees with childcare needs during school closures, including working different schedules, shifts, or departments. In addition, the Employer and Union agree to work together to help employees find needed childcare facilities, if available. In the event an employee must stay home due to a childcare issue, 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 Employer approved unpaid leave to obtain suitable childcare. The Employer shall continue their benefits during this timeframe without any disruption so long as the employee keeps up with their co-share payments.
3. Attendance: The Employer shall utilize a special absence code with no adverse impact occurring to the employee's absentee record for the life of this agreement for verified absences due to COVID-19, including but not limited to isolation or quarantine related absences. The Attendance Policy and Point System shall remain in place for all other reasons and any matters that arise will be handled on a case-by-case basis.
4. Social Distancing: Knouse Foods Co-Operative, Inc. shall take all reasonable measures to promote the usage of social distancing within the facility(ies) where possible. 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). Union Representatives will continue to have access to the facility(ies) to service members.
5. In the event of any implementation or use of Temporal Scans (or related technologies) for employees to adhere the health and safety of all, the Employer will notify the Union of such implementation and agrees that such protocol will not adversely impact an employees pay (start time or donning/doffing, if applicable) or time/attendance.

6. Communication Recognition: Where applicable, Knouse Foods Co-Operative, Inc. will ensure that all materials and/or resources are communicated in the applicable languages of the bargaining unit (ex. Haitian Creole or Spanish) to ensure everyone is informed.
  
7. This Agreement shall be on a non-precedent setting basis, and the term of this Agreement shall be renewable every thirty (30) calendar days, where both parties will meet to review and consider any modifications to this Agreement.

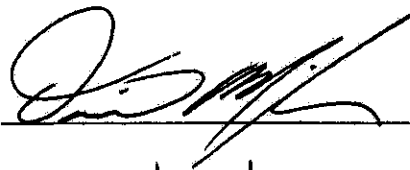
*UFCW Local 1776 Keystone State:  
Chris Snyder, Assistant Director,  
North-Central Division*



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Dated: 3/26/2020

*Knouse Foods Co-Operative, Inc.:  
David Miller, Corporate HR Manager*



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Dated: 3/27/2020