

LETTER OF UNDERSTANDING (“LOU”) 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 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 the Company will become members of the Union consistent with the terms of Article 6 of the parties’ Collective Bargaining Agreement (“CBA”).
2. The parties will make a joint demand of the applicable state agencies or officials to provide funding for a Food Processing and Packinghouse Emergency Childcare Fund and to be classified as first responders for support services.
3. The Employer will make 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 accrued and available 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. Quarantine Compensation: The Employer will pay any employee diagnosed with COVID-19 up to two (2) weeks of replacement pay while they are unable to work. If the employee is unable to return to work after two (2) weeks, the employee will then be able to use any leave with pay to which they are normally entitled under the CBA.

There shall be no loss of an employee’s medical insurance coverage during an absence due to a COVID-19 diagnosis. Workers in isolation or quarantine during this period will not suffer loss in seniority or vacation benefits under our Agreement, except to the extent that the employee takes any paid vacation after the exhaustion of the two weeks of replacement pay. For any employees whose medical benefit coverage is not continued in place by the provisions set forth above, or by other current provisions of the contract, the Employer and the Union will work together on a case-by-case basis to find ways for employees who are out on a leave during this period to maintain their medical coverage.

In addition to the above, the Employer will also pay any employee who is required to self-quarantine up to two (2) weeks of their regular hourly pay if they were guided to do so by their health care provider; or, if the Employer requested they do so under current Centers for Disease Control (“CDC”) risk assessment factors, while they are unable to work. There should be no loss in benefits during this timeframe.

5. Attendance: 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 and any matters that arise will be handled on a case-by-case basis.

If any employee is afraid to work due to the COVID-19 pandemic for legitimate scientifically valid reasons, the Employer will review and may provide an unpaid leave of absence if staffing needs otherwise permit. This will be handled on a case-by-case basis.

6. Social Distancing: The Employer shall take all reasonable measures to promote the usage of social distancing within the facility(ies). 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.
7. 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.
8. Communication Recognition: Where applicable, the Employer 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.
9. Temporary Hourly Rate Premium: In recognition of their service during this unprecedented event, the Employer agrees to provide a temporary \$1.00 per hour across-the-board hourly wage increase for all hours actually worked by bargaining unit employees effective Monday, March 23, and continuing until the Employer elects to terminate this temporary hourly rate premium. The Employer anticipates continuing this temporary hourly rate premium for the duration of the current COVID-19 pandemic and will provide the Union with advance notice of the termination of the temporary hourly rate premium.
10. This Agreement shall be on a non-precedent setting basis. This Agreement shall become effective on March 23, 2020 and continue for a term of sixty (60) days. During the term of this Agreement, the parties agree to confer and consider modifications to or extensions of the Agreement in response to further developments. Any modifications to or extension of this Agreement is subject to the mutual agreement of the parties.

UFCW LOCAL 1776 KEYSTONE STATE:



Dated: 3-24-20

EMPIRE KOSHER POULTRY, INC.:



Dated: 3-24-20



Poultry Holdings, LLC
247 Empire Drive
Mifflintown, PA 17059



TO: All Poultry Holding's Employees
FROM: Jeff Brown President/ CEO
DATE: 3/20/20
RE: Coronavirus Policy – Updates 3/15/2020 Policy

All Team Members:

Poultry Holdings Senior Leadership Team would like to share some additional updates and precautions related to the Coronavirus (COVID-19). Please share with direct reports and co-workers who do not have company email.

This memo details all the updates and changes made to the original 3/15/2020 Policy. All changes are effect immediately. Poultry Holdings will implement changes as necessary to help keep our employees healthy and safe from the spread of the Coronavirus.

Effective Immediately – Changes to the Poultry Holdings Coronavirus Policy issued 3/15/2020

- ✓ No visitor policy remains in effect. Those approved deliveries, contractors or other visitors MUST completed a visitor questionnaire prior to entering the facility. sent out and effective 3/16/2020
- ✓ No company gatherings or events, outside of the Healthy Living Challenges that employees participate in on their own. Effective immediately 3/20/2020
- ✓ Poultry Holdings requests that you carefully consider any personal travel plans you may have and notify the company of date, duration and destination of your travel plans. Effective immediately 3/20/2020

- ✓ Poultry Holdings reserves the right to temperature check an employee at any time to ensure the safety of all in the workplace. *Effective immediately 3/20/2020*
- ✓ Employees returning from outside country travel that have existing US Government issued travel bans will not be permitted to return to work until cleared by a medical provider. *Effective immediately 3/20/2020*
- ✓ Employees returning from outside country travel that are not subject to US Government bans will be directed to the company's medical department to verify a normal temperature range, which will be recorded. *Effective immediately 3/20/2020*

3/15/2020 Coronavirus Policy – *initial policy*

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Poultry Holdings Senior Leadership Team would like to share some additional updates and precautions related to the Coronavirus (COVID-19).

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It is imperative that we all stay healthy. We have instituted a no travel policy for field sales and a no outside visitor policy for all our locations to reduce the risk of spreading infection.

With all the concerns regarding Coronavirus, we are implementing the following effective immediately.

- If you feel sick and are experiencing a fever, cough, difficulty breathing or have come in close contact with someone with a confirmed case of COVID-19 we ask that you do not come to work and go to your local healthcare provider for care and COVID-19 testing if deemed necessary.
- Poultry Holding WILL cover the cost of the testing and/or your insurance out of pocket/deductible for the testing

- You WILL be paid for the time away from work for the doctor's visit and/or testing
- A doctor's note clearing you to return to work is necessary and you will be additionally screen by our onsite nurses
- If you are required to self-quarantine for the 14 days as the Center for Disease Control (CDC) is requiring due to being diagnosed with COVID-19 or in direct contact with someone diagnosed and you have a copy of that diagnosis:
- You WILL be paid for the regular time work hours you were unable to work during that period (up to 14 days)
- The days that you are required to be quarantined will not be counted against the current time off policy.

Please note any other sickness will be handled according to our current policies.

As you may have seen throughout all production facilities, we instituted additional cleaning and sanitizing procedures such as doorknob, table top and other high traffic areas.

As a Reminder from the CDC:

How to avoid getting and spreading the illness, according to the CDC:

- Avoid touching your eyes, nose, and mouth.
- Stay home when you are sick.
- Cover your cough or sneeze with a tissue, then throw the tissue in the trash.
- Clean and disinfect frequently touched objects and surfaces using a regular household cleaning spray or wipe.
- Follow CDC's recommendations for using a facemask.
- CDC does not recommend that people who are well wear a facemask to protect themselves from respiratory diseases, including COVID-19.
- Facemasks should be used by people who show symptoms of COVID-19 to help prevent the spread of the disease to others. The use of facemasks is also crucial for health workers and people who are taking care of someone in close settings (at home or in a health care facility).

- Wash your hands often with soap and water for at least 20 seconds, especially after going to the bathroom; before eating; and after blowing your nose, coughing, or sneezing.
- If soap and water are not readily available, use an alcohol-based hand sanitizer with at least 60% alcohol. Always wash hands with soap and water if hands are visibly dirty.
- If you have not done so, get a flu shot. The flu shares some of the same symptoms as the coronavirus.

In summary, we appreciate everything you do for our company and we look forward to life returning to normal soon.

We will keep you updated as necessary.



Communicable Illness Policy **during the Coronavirus Crisis** EMPIRE KOSHER POULTRY INC. 3-20-2020

PURPOSE

To provide guidance to manage the workplace when certain communicable illnesses may pose a credible threat of transmission in the workplace.

POLICY

This Policy covers communicable illnesses, diseases and medical conditions (collectively referred to in the Policy as “communicable Illnesses”) such as active TB (Tuberculosis), SARS (Severe Acute Respiratory Syndrome), MERS (Middle East Respiratory Syndrome), “Swine Flu” and “Bird Flu” (Avian Influenza), Ebola, and COVID-19 (novel coronavirus). In addition to the listed examples, this Policy covers any communicable illness that poses a credible threat of transmission in our workplace. This Policy does not apply to communicable illnesses such as HIV that do not pose a credible threat of transmission under conditions typically found under the Blood Born Pathogens Policy.

PROCEDURE

1. Communicable illnesses can vary greatly in their degree of seriousness, ease of transmission, and risk to others. As a result, the Company will respond to potentially communicable illnesses on a case-by-case basis.
2. The Company will follow all applicable regulations or instructions issued by federal OSHA, State OSHA agencies, or other federal, state and local public health authorities, including the Centers for Disease Control and Prevention (CDC) or other governmental agencies. The Company will generally follow guidelines issued by these sources, considering our own particular workplace situation.
3. **Engineering:** When possible persons with suspected infectious diseases will be isolated to the medical office to be treated until ambulatory services arrive. The medical office will not be used for any other purpose than to medically treat employees, contractors, and visitors for medical related issues. Sharps containers will be used to isolate contaminated sharp objects. Biohazard (red) bags will be used to isolate contaminated materials. Safety needles and lancets are used to reduce the risk of needle stick type injuries, when applicable.
4. **Work Practices and Administrative Controls:** Medical office personnel are required to wear clean clothing and to change their clothing if it becomes soiled. All disinfectants and cleaning chemicals are at a minimum bactericidal, viricidal, and tuberculocidal. Cleaning of the medical

office and tools are done daily or as needed according to the attached chart. Hand washing is required before and between treating patients.

5. **Personal Protective Equipment:** Smocks, gloves, masks, and protective eye wear are all utilized in the medical office as a source of protection to protect all from the transmission and spread communicable diseases.
6. If you are (a) diagnosed with an illness that may be transmitted in our workplace, or (b) if you believe you may have been exposed to a person so diagnosed, or (c) if you have recently visited a location in which there has been an outbreak of such an illness and you do not feel well or are exhibiting any symptoms of the illness in question, you must inform your Human Resources representative or onsite medical department that you have or may have a medical condition that prevents you from working and /or for which you require leave. The Human resources department will provide you with all forms that are necessary for you to obtain appropriate medical certification(s) from your physician to return to work.
7. This policy addresses serious potential health hazards. It is not specifically directed at minor ailments. However, outbreaks of the flu or even the common cold sometimes can be serious and sometimes can have a significant impact on the workplace. If you have the flu or a cold, we encourage you to see the onsite Medical office Nurse for evaluation. If deemed necessary, the nurse will recommend the employee to follow up with your personal physician.
8. Procedures regarding Travel
 - a. Outbound Travel

The Company generally follows the travel advisories issued by the CDC, the State Department and other government agencies. This means that travel may be curtailed in whole or in part in the event of an outbreak of a communicable illness.
 - b. Travel for Work

If you are required to travel to a location for work and you become ill, please inform your manager or your HR representative immediately. If, because of work-related travel, you are not ill upon your return, but quarantine is required or is advisable, you may be provided with assignment that you can perform at home. If such assignments are not provided, you will be placed on paid administrative leave during the period of quarantine.
 - c. Personal Travel

If you become ill because of travel not related to work, please review the company's leave of absence options to determine what may be available to you. If you do not become ill as a result of such voluntary travel, but quarantine is required or is advised upon your return, you will be provided with options such as (a) using accrued PTO/vacation time or (b) being placed on unpaid administrative leave for the period of quarantine.
9. If you are (a) diagnosed with a communicable illness or (b) quarantined in association with such an illness, before you can return to work you will be required to provide a certification from a medical provider verifying it is safe for you to return to work.
10. Given the nature of the communicable illnesses covered by this Policy, the Company may modify these procedures on a case-by-case basis. The company's response to exposures to communicable illnesses in a manner or under condition not specifically covered by this policy will be determined on a case-by-case basis.



Poultry Holdings, LLC
247 Empire Drive
Mifflintown, PA 17059



TO: All Poultry Holding's Employees

FROM: Jeff Brown President/ CEO

DATE: 3/15/20

RE: Coronavirus Update

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