

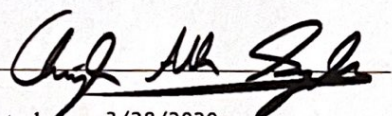
LETTER OF UNDERSTANDING WORK JURISDICTION DURING COVID-19 PANDEMIC

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.

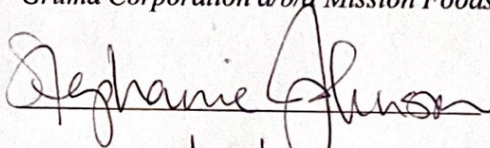
1. The parties agree to jointly work to hire employees into open positions at Mission Foods, into the bargaining unit and to coordinate general hiring by working with other unions and/or industries, which may have employees on reduced or no hours such as hotels, restaurants, etc. Nothing in this provision 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