

Protocol for Hand Sanitizer Dispensers and Soap Dispensers

This protocol should be implemented at each business unit to protect against the spread of COVID-19.

- Location of Dispensers
 - Soap Dispensers must be at every sink
 - Hand Sanitizer Dispensers should be placed in common areas (main entrances, corridors, bathrooms, dressing rooms, and dining rooms), entrances to production areas, and entrances administrative areas (office and reception areas). Dispensers must be placed according to the traffic and number of people in the area.
- Type of Dispensers
 - To the extent possible, all Soap Dispensers and Hand Sanitizer Dispensers should be touchless
- Hand Sanitizer Alcohol Content
 - Must contain 65%-80% alcohol
- Refilling of Dispensers
 - Each business unit must establish a shift review procedure to ensure that all dispensers are timely refilled with soap and hand sanitizer so that all dispensers in the business unit are available for use at all times.
- Inventory of Soap and Sanitizer
 - Each business unit must maintain a sufficient inventory of soap and hand sanitizer for all dispensers. A minimum of three months' supply should be maintained if possible.
 - Each business unit must also a sufficient inventory of cleaning tools to provide effective surface disinfection.

Protocolo para el uso de Cubrebocas

I. Uso Obligatorio de Cubrebocas.

- a. El uso de cubrebocas en las instalaciones de la Compañía es obligatorio hasta nuevo aviso.
- b. La Compañía ha entregado a cada empleado varios cubrebocas de tela. Estos cubrebocas DEBEN de ser utilizados en los lugares de trabajo de la Compañía. Los cubrebocas de tela deberán de ser lavados a diario, y el empleado no puede agregar o incluir mensajes de cualquier tipo en los cubrebocas.
- c. Si algún empleado no desea usar los cubrebocas provistos por la Compañía, el empleado podrá usar su propio cubrebocas de calidad similar, pero el cubrebocas deberá mantenerse limpio y no tener ningún mensaje escrito en el mismo.
- d. Cualquier empleado que se niegue a usar un cubrebocas no será admitido en las instalaciones de la Compañía.
- e. La Compañía también requiere que todos los visitantes a nuestras instalaciones, incluyendo distribuidores independientes, proveedores y contratistas, usen cubrebocas en las instalaciones de la Compañía. Se entregarán cubrebocas de tela a los distribuidores independientes. Los proveedores y contratistas deberán de conseguir sus propios cubrebocas.
- f. Dentro de los siguientes días, las plantas recibirán cubrebocas quirúrgicos desechables para ser entregados a los visitantes que no cuenten con un cubrebocas. Los cubrebocas quirúrgicos son desechables y deben de ser descartados después de su uso.

II. Guía para el uso de Cubrebocas.

SI

- ✓ Asegúrate que el cubrebocas no tenga roturas o defectos.
- ✓ Asegura el cubrebocas alrededor de tu cabeza y cuello u orejas.
- ✓ Asegúrate que el cubrebocas cubra tu nariz, boca y mentón.
- ✓ Solo toca los cordones cuando te retires el cubrebocas y cuando lo tires a la basura.
- ✓ Los cubrebocas de tela deberán de ser lavados a diario.

NO

- × No utilices el cubrebocas si está mojado o sucio.
- × No dejes colgando el cubrebocas de una de tus orejas, alrededor del cuello o en la parte superior de la cabeza.
- × No dejes el cubrebocas en superficies para uso posterior.
- × No reutilices cubrebocas desechables.
- × No toques el frente o el reverso de los cubrebocas.

III. ¿Cómo ponerse y quitarse un cubrebocas?

- 1. Antes de ponerse el cubrebocas, lavarse las manos con agua y con jabón.
- 2. Ponerse el cubrebocas con la parte superior hacia arriba y la parte frontal hacia el frente.
- 3. Poner el cubrebocas a nivel de la nariz.
- 4. Asegurar el cubrebocas. a. Orejeras: poner cada banda elástica alrededor de cada oreja.
- b. Cordones: Anuda los cordones sobre la parte superior de la cabeza.

- c. Bandas elásticas: toma la banda superior y colócala alrededor de tu cabeza y la banda inferior deberá de estar alrededor de la base de tu nuca.
- 5. Asegúrate que la parte inferior del cubrebocas cubra completamente tu boca y mentón.
- 6. Antes de quitarte el cubrebocas, lávate las manos con agua y jabón.
- 7. Evita tocar la parte interior y exterior del cubrebocas y quítatelo solo mediante las orejeras, bandas elásticas o deshaciendo los nudos.
- 8. Desecha todos los cubrebocas desechables a la basura. Para los cubrebocas de varios usos, ver las instrucciones abajo.
- 9. Lava de nuevo tus manos con agua y jabón.

IV. Lavado de Cubrebocas de Tela.

- a. Deben de ser lavados diariamente después de cada uso.
- b. Evita sacudir o agitar los cubrebocas para evitar la dispersión de gérmenes.
- c. Se recomienda lavar el cubrebocas en la lavadora, con agua fría y detergente común, sin cloro y usar la secadora en el ciclo suave.
- d. En caso de que debas lavar el cubrebocas a mano, se recomienda que uses guantes desechables, agua tibia y mucho jabón.
- e. Se recomienda que laves las manos inmediatamente después de quitarte los guantes y después de manejar artículos sucios.

COVID-19 Company Policies Regarding Missed Worktime

- a. The Company will pay up to two weeks of compensation (up to 8-hour days and 40 hours per week) to any employee who does not come to work, if the employee is unable to work because either (1) the employee is diagnosed with COVID-19, or (2) the Company does not allow the employee to work due to a requirement that the employee self-quarantine due to their exposure to someone diagnosed with COVID-19, or otherwise based on information from a medical provider. If an 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 pay to which they are normally entitled. The employee will have no loss of medical coverage during this timeframe.
- b. If an employee needs to be absent from work to care for his or her children due to school closures, GRUMA will allow the employee to use available vacation time for these absences. If there is not sufficient vacation time available to cover such absences, employees should contact their local HR Manager to discuss their situation.

Protocol for Use of Facemasks

I. Mandatory Use of Facemasks

- a. The use of facemasks in Company facilities is mandatory until further notice.
- b. The Company has provided every employee with multiple cloth facemasks. These cloth facemasks **MUST** be worn in the Company workplace. The cloth facemasks must be washed daily, and the employee cannot add any messages to the facemask.
- c. If any employee does not wish to wear the Company provided facemask, an employee may provide their own, equivalent facemask, but the mask must be kept clean and may not have any messages written on it.
- d. Any employee who refuses to wear a facemask will not be admitted into Company facilities.
- e. The Company also requires all visitors to our facilities, including independent distributors, vendors and contractors, to wear facemasks in Company facilities. Cloth facemasks will be provided to independent distributors. Vendors and contractors will be expected to provide their own facemasks.
- f. Within the coming days plants will be receiving disposable surgical facemasks to be provided to visitors to the facility who do not have a facemask. The surgical facemasks are disposable and must be discarded after use.

II. Guidelines for Wearing a Facemask

DO

- ✓ Make sure the facemask has no tears or other defects
- ✓ Secure the facemask around your head and neck or ears
- ✓ Ensure facemask is covering your nose, mouth, and chin
- ✓ Only touch the straps when removing and disposing a facemask
- ✓ Cloth facemasks must be washed daily

DO NOT

- × Don't wear the facemask if it is wet or soiled
- × Don't leave the facemask hanging off one ear, hanging around neck, or on the top of head
- × Don't place the facemask on surfaces to store for reuse
- × Don't reuse a single-use facemask
- × Don't touch the front or back sides of the facemask

III. How to Put on and Take Off a Facemask

1. Before putting your facemask on, wash your hands with soap and water.
2. Put the facemask on with the top side up and the front side out.
3. Bring the facemask to nose level.
4. Secure your facemask.
 - a. Ear Loops: Place each ear loop behind your ears
 - b. Ties: Secure the ties over the crown of your head with a bow

- c. Bands: Pull the top strap over the crown of your head and the bottom strap so that it rests at the nape of your neck
- 5. Ensure the bottom of the facemask covers fully your mouth and chin.
- 6. Before removing your facemask, wash your hands with soap and water.
- 7. Avoid touching the front and inside of the facemask, and only remove the facemask by the ear loops, ties, or bands.
- 8. Dispose of any single-use facemasks in a waste bin. For multi-use facemasks, please see below.
- 9. Wash your hands again with soap and water.

IV. Washing Cloth Facemasks

- a. These must be washed after each daily use.
- b. Avoid shaking the facemask to minimize dispersing any germs.
- c. It is recommended that you machine wash the facemask using the cold wash and common detergent, no bleach, and tumble dry low.
- d. If you must hand wash the facemask, it is recommended that you wear disposable gloves and use warm water and plenty of soap.
- e. It is recommended that you wash your hands immediately after removing gloves or handling dirty items.



Covid-19 Prevention Protocol (Coronavirus)

Corporate Human Resources

August 13, 2020

GRUMA is closely monitoring the recent and ongoing COVID-19 public health emergency. The health and well-being of all GRUMA employees is GRUMA's priority. For this reason we have developed the following guidelines which in addition to ***protecting the health*** of our employees will help ***mitigate damages*** and ***ensure business continuity***.

This protocol may not be used for unlawful discrimination on the job site, for example due to race, national origin or medical condition.

As always, any health information provided to GRUMA will be kept confidential, as legally required.

GRUMA will continue monitoring the COVID-19 situation daily, and will provide further updates to respond to the developing situation.

COVID-19 Symptoms



CORONA VIRUS*
Fever or Chills
Dry Cough
Sore Throat
Congestion or Runny Nose
Muscle Aches
Headache
Fatigue
New Loss of Taste or Smell
Shortness of Breath
Nausea or Vomiting
Diarrhea
*https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html

** In the event you experience any symptoms of respiratory disease, please seek medical attention.³

People presenting Symptoms of Respiratory Diseases

- a) All employees with any symptoms of respiratory disease should seek medical attention.
- b) Any employee who has a fever should not come to work, should immediately notify Human Resources of their absence, and should seek necessary medical attention. Employees may not return to work until: (1) at least 24 hours have passed since the employee's last fever (over 99.8 degrees F), without the use of fever-reducing medications; and (2) employee's symptoms have improved; and (3) at least 10 days have passed since symptoms first appeared (or longer if required by the employee's healthcare provider).

If you, or if any member of your household tests positive for COVID-19, DO NOT come to work.

Contact Human Resources immediately to inform GRUMA of the reason for your absence.

If an employee needs to be absent from work to care for his or her children due to school closures, please immediately contact Human Resources. GRUMA will allow the employee to use available vacation time for these absences. If there is not sufficient vacation time available to cover such absences, employees should still contact their local HR Manager to discuss their situation.

General

- a) Employees must do a self-evaluation and take their own temperature at home before each workday or shift.
- b) Business trips to areas of high risk of infection are prohibited.
- c) Business trips should be restricted to those that are strictly necessary and must be authorized by the highest level of the GRUMA facility. Meetings should be carried out virtually.
- d) Avoid participating in meetings, conventions or massive events where the participation of people from high risk areas is expected.
- e) Wash hands frequently with soap and water.
- f) Use hand-sanitizer frequently.
- g) Do not touch your face with your hands.
- h) When coughing or sneezing, cover the nose and mouth with a disposable tissue or the inner corner of the arm.
- i) Do not greet with physical contact (i.e., shaking hands or hugs).

General

- i) Avoid contact with people who show symptoms of COVID-19.
- j) Inform suppliers, contractors and visitors to abstain from going to, or sending people with symptoms of COVID-19 to any GRUMA facility.
- k) All staff who have a laptop must take it home daily.

1. Hand Washing

Hands should be washed and sanitized prior to the start of the employees shift, and also sanitized at least once every hour.

Hand washing is mandatory on the following occasions:

- After going to the bathroom.
- Before eating.
- Before entering and after leaving any common area.
- After cleaning the nose, after covering your mouth when coughing, or after covering the nose when sneezing.
- When entering production area.

Hands must be washed for a period of not less than 20 seconds and must be washed with plenty of soap, then rinsed, dried, and finally sanitized with hand-sanitizer.

At manufacturing facilities, the QA team will be continuously monitoring for effective handwashing and sanitizing practices.

2. Cleaning and Disinfecting

Each GRUMA location will clean and sanitize the packing areas and common areas of the location (including bathrooms, lunch rooms, break rooms, locker rooms, training areas, etc.) at least once per shift.

If you have any questions or concerns, please contact your local Human Resources department.



Covid-19 Prevention Protocol (Coronavirus)

Corporate Human Resources

August 13, 2020



Control measures to mitigate the impact of **COVID-19**



Self-Evaluation:

1. At home, before going to work, take your body temperature.
2. If you have a fever (temperature above 99.8F or 37.7C), don't come to work.
3. Notify Human Resources of your absence. You may not return to work until: (1) at least 24 hours have passed since your last fever, without the use of fever-reducing medications, and (2) your symptoms have improved, and (3) at least 10 days have passed since symptoms first appeared. It is recommended that you seek medical attention.



Business Unit Access:

1. Gruma will take your body temperature in the Business Unit.
2. If a fever is detected (temperature above 99.8F or 37.7C) you will be denied access to the facility.
3. You may not return to work until (1) at least 24 hours have passed since your last fever, without the use of fever-reducing medications, and (2) your symptoms have improved, and (3) at least 10 days have passed since symptoms first appeared. It is recommended that you seek medical attention.

Take care of yourself as we take care of you

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

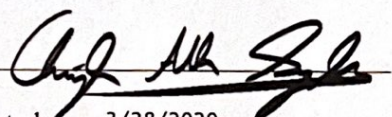
LETTER OF UNDERSTANDING WORK JURISDICTION DURING COVID-19 PANDEMIC

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.

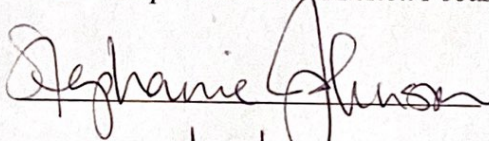
1. The parties agree to jointly work to hire employees into open positions at Mission Foods, into the bargaining unit and to coordinate general hiring by working with other unions and/or industries, which may have employees on reduced or no hours such as hotels, restaurants, etc. Nothing in this provision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

