

AGREEMENT

BETWEEN

**EDMONDS CHILE COMPANY
ST. LOUIS, MISSOURI**

AND

**UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL 655
ST. LOUIS, MISSOURI**

EFFECTIVE

MARCH 31, 2020

THROUGH

MARCH 31, 2023

**UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL NO. 655**

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AGREEMENT

This Agreement made and entered into by and between EDMOND'S CHILE COMPANY (hereinafter designated as "Employer") and LOCAL NO. 655 UNITED FOOD & COMMERCIAL WORKERS affiliated with the UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION (hereinafter designated the "Union").

OBJECT: The parties hereto desire to promote and improve industrial relations between Employer and employees. Now, therefore in consideration of the mutual promises set forth, said parties agree each with the other as follows:

ARTICLE 1 UNION MEMBERSHIP

SECTION 1.

A. UNION MEMBERSHIP:

The Employer agrees that all employees in the Collective Bargaining Unit must become members of the Union as required in Section 2, 3, 4, and 5 of this Article. The Collective Bargaining Unit shall include all production employees, all plant scalers and clerks, all hotel supply workers, and all clean-up personnel, dock workers, truck loading and receiving employees who have historically been members of Local No. 655 and all other employees who have historically been members of Local 655. The failure of any employee to maintain Union membership in good standing by the employee's failure to pay the periodic dues to the Union, as prescribed by the Union Constitution and By-Laws, and is suspended for non-payment of dues, shall upon written notice to the Employer by the Union to such effective obligate the Employer to discharge such employee.

B. CHECK OFF OF UNION DUES:

The Employer shall, for the term of this Agreement, deduct initiation fees, assessment, credit union and political action and Union dues from the first (1st) pay check of each month of employees who are members of the Union and individually and voluntarily certify in writing authorization for such deductions. The Employer shall remit all sums deducted in this manner to the Union before the fifteenth (15th) day of the month for which the initiation fees and dues were collected.

SECTION 2. HIRING OF NEW EMPLOYEES

The Union and the Employer agree that they will not discriminate against any applicant for employment because of membership in the Union, Union activity, race, creed, sex, national origin, sexual orientation, gender identity and disability in accordance with existing law, age or because of relatives who are working for the Employer. Such help must meet the

required standards of the Employer. The Employer will notify the Union by letter the name of the employee hired and the department in which he was placed, within seven (7) days of employment. When required by the Employer, all new employees must pass a physical examination at the Employer's expense.

SECTION 3. PROOF OF GENERAL COMPETENCY

Thirty (30) working day's employment shall be accepted proof of general competency. If the employee is laid off or sick prior to establishing his thirty (30) working days and is later recalled by the Employer, the employee must work the balance of this thirty (30) working days in order to establish his competency and seniority. Employees who have completed thirty (30) working days on the payroll shall be granted seniority, which shall date back to thirty (30) days prior to the date seniority is acquired. After this period, a specific act or acts of incompetence must be given a dismissed employee upon demand by himself or Union Representative. Violation of posted rules in the plant shall be cause for disciplinary action by the Employer.

SECTION 4. WHEN NEW EMPLOYEES BECOME MEMBERS

When a new employee has worked for the Employer for thirty (30) calendar days and has established proof of general competency, then the employee must become a member of the Union. The failure or refusal of the employee to join the Union and pay the union initiation fee and dues, as prescribed by the Union Constitution and By-Laws, shall upon written notice to the Employer by the Union to such effect obligate the Employer to discharge such employee.

SECTION 5. MILITARY SERVICE

When an employee, who has established his thirty (30) working days employment of accepted proof of general competency and establishes his seniority with the Employer, is drafted or enlists in Military Service, he shall upon his discharge from such service and within ninety (90) days after such discharge, and if he so elects, be returned to the same or comparable position with the same Employer held before being called for Service, with full rights of seniority, provided there is no physical disqualification as determined by medical examination, and provided that the employee has not re-enlisted.

ARTICLE 2 GRIEVANCE PROCEDURE

SECTION 1. The Employer agrees that the Union may designate shop stewards who will be recognized by the Employer. The shop stewards shall handle grievance or service on grievance committee meetings with the Employer. There shall be no discrimination, interference, restraint or coercion by the Employer or any of its agents against any of its employees who are members of the Union, or against any of its employees who are shop

stewards, members of shop committees, or Union Representatives because of tending to the affairs of the Union.

SECTION 2. The Employer agrees that with the permission of the department foreman the stewards shall have the right to call the Union Representatives during working hours on matters pertaining to the Union. The Union Representatives shall be permitted to call department stewards through their foreman on matters pertaining to the Union, and the department foreman will arrange a return call as soon as practicable.

SECTION 3. Grievances shall be taken up in the following order:

- A. The employee who has a grievance shall report said grievance to the shop steward without department interruption.
- B. The shop steward shall then present the grievance to the department foreman for adjustment with fifteen (15) days of first knowledge of the alleged contract violation. Failing to adjust said grievance with the department foreman, the shop steward, the employee and the foreman shall then attempt settlement with the plant superintendent.
- C. If no satisfactory agreement is reached on said grievance, the shop steward shall then present said grievance to the Union Representative who will attempt settlement with the Employer or its representative.
- D. The grievant shall have the right to be present in all steps of the grievance procedure.

SECTION 4. The Union Representative shall have the right during working hours to visit departments where grievances exist to investigate such grievances, or to handle any other business pertaining to the Union. The Union Representative will notify the plant superintendent or whomever the Employer designates prior to such visits and will receive permission to enter the plant. After 5:00 P.M. the Union Representative will notify the plant watchman, or whoever is at the entrance of the plant upon his arrival, then will enter the plant.

SECTION 5. All disputes and grievances not settled under Section 3. of this Article to the satisfaction of the parties shall be submitted to Arbitration. If the Union and the Employer are unable to agree upon an Arbitrator within three (3) days after the matter has been submitted to arbitration, then either the Union or Employer shall request a panel of seven (7) arbitrators from Federal Mediation and Conciliation Service, Washington, D. C. The parties will alternately strike three (3) names each from the panel, and the remaining person will be the arbitrator. The Decision of the Arbitrator shall be accepted as final by both parties hereto. The expense of the Arbitrator shall be paid by the losing party. In case of a split decision, the Arbitrator shall determine the allocation of expenses. The

Arbitrator shall have no power to change, modify, or detract any provision of the Working Agreement, only to interpret existing agreement and apply to specific facts or grievance in dispute.

SECTION 6. It is agreed and understood by the employees that there shall be no strikes or stoppage of work of any kind during the life of this Agreement and the Employer agrees that there shall be not lockouts.

SECTION 7. It shall not be a violation of this agreement for persons covered hereunder to refuse to cross a picket line and perform work in any instance where the picket line has been authorized and ratified by the Union picketing, is established for a legal purpose and not contrary to or in violation of either the Labor Management Relations Act of 1947 or the laws of the States of Missouri and Illinois.

ARTICLE 3 WORKING HOURS, OVERTIME

SECTION 1. The week shall run from Monday to Friday inclusive. Eight (8) hours shall constitute the basic work day. Forty (40) hours shall constitute the basic work week. Time and one-half (1-1/2) shall be paid for all time worked on Saturday. Hours for which time and one-half (1-1/2) will be paid on Saturday shall be from 12:01 a.m. to 12:00 midnight. Employees who are required to work on Friday night which is their sixth (6th) night shall receive time and one-half (1-1/2). Time and one-half (1-1/2) shall be paid for all time worked in excess of eight (8) hours in any one (1) days or forty (40) hours in any one (1) week, whichever is the greater. There shall be no duplication of overtime pay for daily and weekly overtime.

SECTION 2. Double time shall be paid for all work performed on Sundays. Hours for which double time will be paid on Sundays shall be from 12:01 a.m. to 12:00 midnight.

SECTION 3. Double time shall be paid for all work performed on holidays. The following holidays shall be observed on the day the holiday falls:

New Year's Day
Independence Day
Veteran's Day
Christmas Day

Martin Luther King Birthday
Labor Day
Thanksgiving Day

Memorial Day shall be observed the last Monday in May. Hours for which double time shall be paid on holidays observed shall be from 12:01 a.m. to 12:00 midnight. Holidays falling on Sunday shall be observed on the following Monday.

SECTION 4. In regards to Sections 2 and 3, no more than double time will be paid for Sundays and holiday for hours worked and will not be figured again if any hours go over forty (40) hours in any one (1) week.

ARTICLE 4 GUARANTEED TIME

SECTION 1. The guaranteed time of thirty-seven (37) hours per week shall run five (5) consecutive days from Monday through Friday. All penalty pay shall be in addition to the guaranteed time stated in this section.

SECTION 2. Employees shall have a guaranteed time of thirty-seven (37) hours per week in their department subject to the following rules for eligibility.

- A. An employee shall be paid thirty-seven (37) hours guaranteed time when he is present for the full time worked by the gang in which he is employed and does not lay off on his own accord.
- B. An employee who is absent from work on any day that his gang worked shall have his thirty-seven (37) hours guarantee reduced by the number of hours that the gang worked on the day when he was absent.
- C. An employee who is tardy or is excused from work for part of a day for all personal reasons shall have his thirty-seven (37) hours guarantee reduced by the number of hours work which he missed by such absence.
- D. No employee shall be laid off until the end of the payroll week unless he has made thirty-seven (37) hours at the time of reduction or paid for thirty-seven (37) hours. An employee who has been laid off by the Employer and called back to work shall receive thirty-seven (37) hours guarantee for the week he was called back.
- E. When a holiday is observed on any day in a week from Monday through Friday, five (5) hours of holiday pay may be counted in computing the employee's weekly thirty-seven (37) hours guarantee. When the holiday is observed on Saturday the employee shall receive thirty-seven (37) hour guarantee from Monday through Friday and eight (8) hour holiday pay for the Saturday the holiday is observed.
- F. Employees with less than one (1) year of seniority with the Employer who are recalled shall have a guarantee of thirty-seven (37) hours Monday through Friday, except that the Employer will be allowed to recall any of such employees according to seniority as a replacement for each absentee employee, and in such cases, the employee who is recalled any day during the week from Monday through Friday shall receive a minimum of twenty-four (24) hours guarantee time.

New employees hired by the Employer, any day during the week from Monday through Friday shall only be entitled to the actual hours the employee works during the first week of employment. Thereafter he shall be entitled to the guarantee as stated in this Article.

- G. Whenever there is a fire, flood, explosion, or any other disaster including Acts of God, the guarantee time provided for in this Article shall be waived, provided that the Employer's plant is shut down longer than twenty-four (24) hours beginning with 12:01 A.M. following the occurrence of the disaster. Any employee called in for any kind of work during the disaster who refuses to report for work shall forfeit the guarantee time.

SECTION 3.

- A. Any employee called in for work and sent home shall receive a minimum of four (4) hours pay for such day that said employee was called in for work.
- B. Any employee called back to work prior to his regular starting time shall receive a minimum of four (4) hours at time and one-half (1-1/2). If he continues to work after four (4) hours, he shall work an additional four (4) hours at straight time, if required. If the Employer requires this employee to work beyond the second four (4) hours, he shall receive time and one-half (1-1/2) for all hours thereafter. This shall also apply to employees who are ordered to return to work who have not had twelve (12) hours off. This paragraph will not apply to an employee returning from vacation. In such situation, the Employer will give at least twenty-four (24) hours' notice of a requirement that the employee should report for work at a different time.

SECTION 4. Any employee called to work on Saturday shall be guaranteed a minimum of four (4) hours at time and one-half (1-1/2).

SECTION 5. Any employee called to work on Sunday or specified holidays shall be guaranteed a minimum of four (4) hours at double time.

ARTICLE 5 PAID HOLIDAYS

SECTION 1. The Employer agrees to pay its employees eight (8) paid holidays; New Year's Day, Martin Luther King's Birthday, Independence Day, Labor Day, Thanksgiving Day, Veteran's Day and Christmas day to be observed on the day the holiday falls. Memorial Day shall be observed the last Monday in May. Paid holidays are subject to the following:

- A. Employees shall receive eight (8) hours pay at their regular rate for holidays not worked.

- B. Piece and tonnage workers shall receive eight (8) hours' pay at their average straight time rate for the preceding week. However, such rate shall not be less than the waiting time rate.
- C. Employees who work on any of the holidays designated shall receive double time for hours worked in addition to the eight (8) hours holiday pay.
- D. Employees must be available and ready for work as ordered in the work day preceding and the work day following a holiday in order to be eligible for holiday pay. This section does not apply to employees who are absent from work because of the following reasons:
 - 1. Death in the Immediate family: In the case of death in the immediate family of an employee, any absence on the part of the employee on that account will be deemed an authorized absence if it is on any or all of the days from the day of death to and including the day of the funeral. If one of those days of absence is the last day before the holiday, or the employee's first scheduled work day after the holiday, he shall not be denied holiday pay by reason of such absences, provided that he has been working regularly up to the date of his bereavement. "Immediate family" means father, mother, husband, wife, sister, brother, son or daughter; or "in-law" relationships of the type just named; or other relative if the employee was living with such other relative.
 - 2. Jury calls.
 - 3. Verified sickness provided the employee works during the holiday week.
 - 4. Employees who become ill on the job the day before or the day after a holiday, or leave`s the job for personal reasons, must receive permission from the superintendent and be excused in order to receive their holiday pay.
- E. An employee hired during the week before the holiday falls or during the holiday week itself is not eligible for holiday pay. New employees hired by the Employer who start to work the day after the holiday shall not be entitled to holiday pay for that week.
- F. Employees who are laid off by the Employer during the week in which a holiday is observed or the week preceding the week in which a holiday occurs shall receive the holiday pay. If an employee is laid off by the Employer during the week of Christmas or the week proceeding Christmas week, he shall receive Christmas and New Year's holiday pay.

- G. Employees who had been laid off by the Employer and who are called back in the week in which a holiday is observed shall receive the eight (8) hour holiday pay.
- H. Employees who work during the holiday week and who have received Armed Forces orders to report for a physical pre-induction examination, or who must report for Military Service during the holiday week, upon presentation of such orders to the superintendent shall be excused and shall be paid holiday pay.
- I. The eight (8) hour pay for holidays not worked shall not count as hours worked in computing overtime.
- J. Employees assigned to and performing a job paying a higher rate for the entire week during which a holiday occurs shall receive the higher rate in computing holiday pay.

ARTICLE 6 VACATIONS

SECTION 1. Employees shall be entitled to their earned vacations each year as follows:

One (1) week vacation with pay provided the employee has been in such service one (1) year or more.

Two (2) week's vacation with pay provided the employee has been in such service for three (3) years or more.

Three (3) week's vacation with pay provided the employee has been in such service for seven (7) years or more.

Weekly and hourly paid employees' Vacation Pay shall be paid forty (40) hours for each week's vacation. Employees working on piece, tonnage or incentive work shall be paid forty (40) hours on the basis of their average hourly earnings during the previous week.

- A. When an employee is promoted to a job paying a higher rate at any time prior to going on vacation, the employee shall receive the higher rate for said vacation pay.
- B. When an employee has a vacation earned prior to being transferred to another department or demoted in his department according to seniority due to reduction in force, the employee shall receive the higher rate of pay when taking said vacation.
- C. When an employee is temporarily assigned to another position more than thirty (30) calendar days and takes said vacation will receive the higher rate, the employee shall receive the higher rate for said vacation pay.

SECTION 2. In order to receive a vacation the employee must serve an initial qualifying period of one (1) year. Upon completing this qualifying period of one (1) year, 1,400 hours, the employee shall receive one (1) week's vacation with pay. All employees who have once established their eligibility of one (1) year by anniversary date shall have their second vacation earned after January 1st following their first anniversary year, and their future anniversary date shall be January 1st each year thereafter.

SECTION 3. In the event an employee does not put in the required number of hours within his employment year, then said employee shall not be eligible for vacation until completion of 1,400 hours. Time lost because of sickness of proven merit and compensation cases not to exceed six (6) months shall be allowed as time worked in calculation vacation credits. Any employee absent because of illness must submit a doctor's report of condition at least every thirty (30) calendar days, or forfeit the vacation credit for this period of illness.

Layoffs by the Employer of thirty (30) calendar days or less shall be allowed as time worked in each layoff in calculation vacation credits. Any employee laid off by the Employer shall upon his return to work be credited with previously earned vacation credits.

Employee must take said vacation within twelve (12) months after becoming eligible. Employees shall take their vacations according to seniority. The Employer between January 1st and March 1st will make up a list in each department designating how many employees can be spared weekly in each department. The Employer agrees that the designated amount of employees to be spared weekly will not differ during holiday weeks. The employee with the most seniority shall have first preference on down the seniority list to the least senior employee. Any employee who has not signed up for vacation by March 1, must accept remaining available dates, by seniority. Vacations shall have preference over leaves of absence.

SECTION 4. In the event an employee is laid off, discharged or called for Military Service, or leaves the service of the Employer, or is permanently laid off due to plant close-down, he shall receive his vacation pay as stated above.

SECTION 5. Employees who resign, die, or enter into Military Service, are discharged or are permanently laid off due to plant close-down shall receive vacation pay pro-rated on a monthly earned basis from January 1st to and including the month employment ceased.

ARTICLE 7 VACATION POLICY FOR RETURNING VETERANS

SECTION 1. Any person who left the employ of the Employer to enter the Armed Services (including Merchant Marine) who returns to the Employer within ninety (90) days after honorable discharge from such services, and after his return, serves the Employer for three (3) consecutive months, as an indication that he intends to remain with the Employer, shall be considered an Established Returned Veteran to qualify under the following vacation policy. Employees entering Military Service shall notify the Employer and the Union in writing when they enter such service.

SECTION 2. In order to apply the Employer's vacation plan to such returning veterans the following rules shall be observed:

- A. As to the amount or length of vacation to which each returned veteran is entitled, time spent in the Armed forces, up to the date on which the individual returns to work, shall count as time spent in the employ of the Employer and shall be added to time spent in the employ of the Employer previous to entering the services to establish total length of service. With this total length of service in mind, the amount of vacation can be determined by reference to the regular vacation plan to arrive at his normal vacation.
- B. Having thus arrived at the amount or length of the normal vacation to which the returned veteran is entitled, and after he has served the required three (3) consecutive months, he shall be paid cash in lieu of time off for his normal vacation for the year in which he returned.

SECTION 3. Upon the passing of the veteran's anniversary date, as stated in Article 6, Section 1, 2, and 3, following the date upon which the veteran returned to work, the veteran shall be entitled to another normal vacation during the employment year.

ARTICLE 8 LEAVES OF ABSENCE

SECTION 1. All requests for leaves of absence must be submitted in writing by the employee to the Union. The Union will then present the employee's request for leave of absence to the Employer and if the Union and the Employer agree that the employee's leave is justified, the Employer then will give the employee and the Union, in writing, the amount of leave of absence granted.

Leaves of absence without pay beyond regular vacation to which an employee is entitled, and which will not affect an employee's seniority, vacation credits, shall be granted for good and sufficient reasons on the basis of the length of continuous service as follows:

<u>LENGTH OF SERVICE</u>	<u>LEAVES OF ABSENCE</u>
Under 5 years	2 weeks
Over 5 and under 10 years	1 month
Over 10 and under 15 years	2 months
Over 15 years	3 months

Leaves of absence will not be granted for the purpose of allowing an employee to take another position temporarily, try out new work, or venture into business for himself. Vacations shall have preference over leaves of absence.

SECTION 2. If the Union and the Employer agree, leaves of absence other than covered in Section 1, may be granted because of very unusual circumstances.

ARTICLE 9 SENIORITY

SECTION 1. Thirty (30) consecutive calendar days shall be required in any department to establish seniority in that department. Seniority shall prevail only in departments where employed. Transfer from one department to another shall not affect an employee's former department seniority.

SECTION 2. Department seniority shall prevail in layoffs, rehiring and promotions. On promotions, the Employer agrees to move the next employee in seniority and give the employee twenty-five (25) consecutive calendar days to qualify for new job. If the Employer feels that the employee does not qualify, the Employer shall fill the vacancy and agrees to train said employee on the job for at least two (2) hours per day for twenty-five (25) working days within forty-five (45) working days. If after this training period the Employer feels the employee does not qualify, the Employer will discuss it with the Shop Steward. If no agreement is reached, the Employer shall fill the vacancy as its judgment shall direct, subject to review and adjustment through the grievance procedure under Article 2. The Employer shall have the prerogative of picking working Foremen.

"It is understood that no employee will establish seniority in a department while training another employee under the provisions of this section."

- A. Employees bidding for or moving to a lugger job may be required to pass a physical examination before being awarded the job.

SECTION 3. When additional help is needed in a department working day and night shifts, such help shall be required to start on the night shift. Night shift employees shall be transferred to day shifts according to seniority.

SECTION 4. In the event of a layoff (reduction in the working force), all employees with less than ten (10) years service in the plant must be laid off first.

- A. In the event of a department close down, employees may exercise their seniority into a department where they have previously established seniority. After having entered the department, said employee shall be eligible to bid on future job openings. In cases where no previous seniority has been established, affected employees would then replace the least senior employee in the plant.

(Section 4 and 4A shall not apply to the Office and Maintenance Departments, unless there is a qualified employee available.)

SECTION 5. In the event, additional help is required in departments where no one is laid off, such additional help shall be filled by employees who are laid off in other departments according to plant seniority. Wages paid to such employees shall be the wages of the position assigned.

SECTION 6. When an employee changes his address or telephone number the employee must notify the Employer immediately.

SECTION 7. Employees must notify the Employer as soon as possible on the first day of absence unless conditions prohibit it when they are unable to report for work and the reason for such absence. Employees who fail to notify their Employer within two (2) days when they are absent from work, the Employer will then notify the employee by certified mail at his last known address that unless the employee reports within three (3) days, giving reason for his failure to notify the Employer, the employee shall be removed from the payroll and records shall be marked "voluntarily quit". The Employer will send the Union a copy of the letter sent the employee so the Union will be able to cooperate in this matter.

SECTION 8. Employees who are recalled to work and do not report within forty-eight (48) hours after recall, the Employer will then notify the employee at his last known address, that unless the employee reports within five (5) days or gives reason for his failure to report after being recalled by the Employer, the employee shall be removed from the payroll and records shall be marked "voluntarily quit". The Employer will send the Union a copy of the letter sent the employee so the Union will be able to cooperate in this matter.

SECTION 9. Employees who have been laid off or recalled out of turn shall be returned to the job in accordance with their seniority involved and paid for time lost on the basis paid the employee who was recalled out of seniority. Employees or Shop Stewards shall make claims immediately when it is called to their attention that this section has been violated, but under no circumstances will the Employer be responsible for more than fifteen (15) calendar days pay.

SECTION 10. When a recalled employee does not respond within twenty-four (24) hours after the date of a recall or fails to make arrangements within the twenty-four (24) hour period with the Employer to return to work at a given time, the employee next in line shall be recalled and the employee who failed to respond shall have to wait until the following Monday morning before returning to work.

SECTION 11. Employees must return to the department of their original seniority when so recalled unless an agreement is reached for the employee to remain in the department by the Employer and the Union.

SECTION 12.

- A. If an employee who is eligible according to seniority for consideration of a higher rate job refuses such job, he cannot request such job until another bona fide opening occurs.
- B. Bona fide opening shall mean a job becoming available in a department due to any of the following reasons: new job classification, other employee having quit, died, retired, discharged, laid off, or entering Military Service. (Vacations are not to be considered a bona fide opening).
- C. All bona fide openings above labor rate will be posted plant wide for three (3) working days. All employees working in the department where the opening exists will have first preference, second preference to those working in the plant.
- D. The Employer agrees that in filling temporary vacancies, such as vacations, leaves of absence, the next employee in line for a higher rated job shall fill said temporary vacancies.
- E. The Employer and the Union agree that in filling temporary vacancies due to absenteeism, the Employer will be allowed one (1) day to fill the vacancy as his judgment may direct. After one (1) day the Employer will fill the vacancy with the next employee in seniority. If in the opinion of the Employer the next employee in line of seniority does not qualify for said job, the matter will be discussed with the shop steward and if no agreement is reached, the Employer shall fill the vacancy as its judgment may direct subject to review and adjustment through the Grievance Procedure under ARTICLE 2.

SECTION 13. The Employer agrees when an employee is laid off in a department and said employee goes back to his primary department, he shall receive the rate according to his seniority. If he refuses to do the job he shall not receive the rate. When a layoff occurs in a department and if the employee laid off in the department refuses a job in another department where he has previous established seniority and the employee refuses the job in this department, he will be sent to the Union and the Union agrees to explain to the employee that unless he accepts work in a department where he previously established seniority when he is laid off, he must work in such department in order to keep his seniority in good standing in that department. If the employee without reason refuses to accept work in said department, he shall then lose his seniority in said department.

SECTION 14. Whenever the Employer has work on Saturdays or overtime and only a few of the employees are needed in the department, he shall offer such work to the employees in their department starting with the top of the seniority list, and if the employee refuses he will not again be asked by the Employer to work extra in the department, until everyone on the seniority list has been given an opportunity for extra work and his turn comes again.

The hours in each gang shall be equalized among the regular employees. The Employer shall be allowed sixty (60) days to equalize hours to within one (1) hour from the time the grievance is filed. Declined overtime counts as hours worked in equalization of overtime.

SECTION 15. The Employer shall notify the Union by telephone prior to a layoff due to lack of work. The Employer shall notify the Union President in writing within the week following the layoff of new employees who do not qualify within thirty (30) days and are laid off, employees laid off according to seniority due to lack of work, employees who are called according to seniority, and employees who establish thirty (30) days seniority in any department.

SECTION 16. Whenever the Employer needs help in another department, he shall offer such work to employees in other departments. If no one voluntarily agrees to be transferred to another department the employer shall have the right to transfer the number of employees needed in such department from the bottom of the seniority list from departments where employees can be spared. In such cases, the guaranteed time can be accumulated during the week in more than one department. In such transfers, if the employee is assigned to a lower rate, the employee's rate shall not be reduced. However, if any employee is transferred to another department due to a layoff, wages paid to such employee shall be the wages of the position assigned.

SECTION 17. Employees (unless on leave of absence or vacation) who are absent and fail to call the Employer before returning to work and report for work, may be instructed by the Employer not to start working until the following scheduled work day in his department. This shall not apply to employees who are released by their doctor at night or on weekends when they are unable to contact the Employer.

SECTION 18. The Employer shall mail notice of recall by certified mail to the last known address of the employee being recalled. The Employer shall not be liable for any loss of pay suffered by any employee who fails to receive such notice.

SECTION 19. Seniority shall be broken by any of the following reasons:

1. Discharge for just cause.
2. Voluntary quitting.
3. Absence for four (4) consecutive working days without notifying the Employer, unless the employee within thirty (30) days of his last day of work provided documented evidence that his failure to notify the Employer was beyond his control. Such decision by management shall be subject to the grievance procedure. Such notice must be given as soon as possible. The employee assumes the responsibility for such notification.

4. Overstaying a leave of absence without notification to the Employer or taking employment elsewhere during the leave of absence.
5. Two (2) years of continuous lay-off.

SECTION 20. Any officers of the Local Union who are not re-elected to office or who leave office shall be able to return to work with full rights of seniority.

ARTICLE 10 SHOP CONDITIONS

SECTION 1. Employees subject to this agreement shall not be required to work more than five (5) hours without time for lunch. Also, employees shall not be required to go to lunch before the end of the fourth (4th) hour, except in cases of mechanical breakdowns. Then the employee will not be required to go to lunch before the third (3rd) hour. If the Employer requires any employee to work longer than the hours specified above, he shall pay time and one-half (1-1/2) for all time worked over the lunch-time limit. Lunch-time shall be thirty (30) minutes except in cases of mechanical breakdown the lunch time shall not exceed one (1) hour.

SECTION 2. Employees who are required to work more than ten (10) hours in any one day shall be granted twenty (20) minutes on Employer time and two dollars and fifty cents (\$2.50) in lieu of lunch furnished by the Employer at the end of the tenth (10th) hour.

Employees who are required to work more than fifteen (15) hours in any one (1) day shall be granted an additional twenty (20) minutes on Employer time at double time rate, and additional three dollars (\$3.00) in lieu of lunch.

SECTION 3.

- A. Employees who have given long and faithful service in the employ of the Employer and have become unable to handle their position will be given preference of such other work as is available. Wages paid to such employee shall be the wages of the position assigned.
- B. An employee who has been injured on the job and has to take a different job while recuperating, his rate shall not be reduced. The recuperating period shall be the decision of the Employer doctor subject to review and adjustment through the grievance procedure under Article 2. An employee hurt on the job so severely that he cannot return to work at his regular job after six (6) months, the Employer and the Union will sit down and negotiate a rate for said employee.

SECTION 4.

- A. When an employee is temporarily required to fill a position paying a higher rate, the employee shall receive the higher rate for one (1) hour. If the employee works on the higher rated job for more than one (1) hour, he shall receive the higher rate for each fraction of hour worked except in the case of a training program.

(EXAMPLE: One (1) hour and ten (10) minutes, two (2) hours at higher rate).

- B. Any employee who is regularly assigned to a position, or any employee who is required to fill a position by the Employer in his department, and has been regularly working on this position paying a higher rate for sixty (60) consecutive calendar days, and is required to perform a position paying a lower rate according to seniority, the rate shall not be reduced until after sixty (60) consecutive calendar days which shall not be broken by temporary assignment due to absenteeism or tardiness. Absenteeism does not include sickness. After sixty (60) consecutive calendar days the employee shall receive the rate of the job performed according to seniority.

SECTION 5. Payday shall not be later than Friday. If Friday is a holiday, payday shall be Thursday. Night workers shall be paid on Thursday night not later than their lunch-time. The Employer agrees to furnish statements showing hours and deductions each pay period.

SECTION 6. Employees shall be paid from the time they report to their department until the time they leave their department and their time shall be figures on a five (5) minute basis.

SECTION 7. The Union or Union membership shall not object to time studies or studies in efficiency in operation being made in the plant. The Union shall not object to the establishment of production incentive plans; such plans will be placed into effect upon mutual agreement by the Union and the Employer.

SECTION 8.

- A. All employees shall be entitled to ten (10) minute recess period on Employer time, in the first part of their day after two (2) hours work. After lunch time they shall be entitled to a ten (10) minute rest period, on Employer time after two (2) hours work. After twelve (12) hours work, employee shall be entitled to a ten (10) minute break on Employer time. Additional relief must not be abused by the employees.
- B. All employees shall be entitled to a five (5) minute clean-up time at the end of their workday except the office.

SECTION 9.

- A. The Employer and the Union agree that the following rule shall apply to employees who are habitually absent, who report for work late, who habitually report sick and have no proof of their illness, or who fail to call in when they are off.
- B. During any six (6) month period if an employee commits any of the above mentioned offenses, on the first (1st) offense there will be a written warning to the employee and a copy to the steward in the presence of the employee. On the second (2nd) offense the employee shall be warned in writing by the Employer and a copy will be sent to the Union office. On the third (3rd) offense the employee shall be finally warned in writing with a copy to the steward and to the Union office notifying him that if he is again an offender during the six (6) months' period after the third (3rd) warning, he will be subject to disciplinary action up to and including discharge.
- C. The above mentioned rules shall not apply to employees who are sick, supported by medical evidence, or who have permission to be off work granted by the Employer for proper reasons, and who are late for reasons beyond their control.
- D. Any combination of offenses named in subsection (a) will be sufficient to cause the application of subsection (b).
- E. Any employee who has his check attached will be warned on the first offense; on the second offense he will be suspended for two (2) days; on the third offense he will be suspended for one (1) week; and for the fourth (4th) offense there will be disciplinary action or discharge.
- F. No employee shall be called into discussions or meetings pertaining to Union matters, without having the presence of a shop steward or Union Representative.

SECTION 10. The Employer will furnish the following safety devices which the employees will be required to use.

Safety Helmets
Mesh Guards
Wrist Guards
Goggles
Rubber Discs for Steels
Mesh Aprons

RUBBER GLOVES FOR:
Mold Washers
Handling Offal Trays
When using caustic compounds
Washing Truck Racks

Knife Guards
Knife Pouches
Plastic Aprons
Ear Plugs and Ear Muffs
Shackler's Guards
Dust and Gas Masks
Knee Pads
Box Hooks
Safety Boots for Hog Shacklers
Safety Glasses
Face Shield

CANVAS GLOVES FOR:
Tenders and Rosin Pullers
Brains and Glands from Split Heads
Beef and Ham Boners
Snout Puller
Beef Collar, Hotel Supply
Clean-up using hot water jet hoses
Remove Stockinettes
Dock Workers
Freezer Men

Employees must utilize in accordance with instructions any and all safety equipment required by the Employer.

SECTION 11. TOOLS FURNISHED

The Employer shall continue its present plant practice with respect to furnishing heavy tools and meat hooks.

SECTION 12. The Employer shall permit employees using tools to prepare them on the Employer's time (as a work assignment determined upon and directed by the Employer) as the Employer may elect. (With respect to knives, the foregoing shall be interpreted to mean that employees whose work requires the use of knives will be either assigned time, as directed, to grind new or damaged knives, or will be furnished knives which have been ground).

SECTION 13. All white clothes and cooler frocks shall be furnished and laundered by the Employer. If the Employer requires safety shoes, the Employer will pay half the cost up to a maximum of twenty-five (\$25.00) dollars.

ARTICLE 11 EMPLOYEES' WELFARE PLAN

Section 1. The Company shall continue to pay four dollars and ninety cents (\$4.90) per hour for all hours paid with a maximum of forty (40) hours per week for all employees covered by this Agreement, into the United Food and Commercial Workers Union, Local No. 655 Welfare Fund.

Effective June 1, 2019, for hours paid in May 2019; the Company shall pay four dollars and thirty-six cents (\$4.36) per hour.

Effective June 1, 2020, for hours paid in May, 2020, the Company shall pay four dollars and fifty-seven cents (\$4.57) per hour.

Effective June 1, 2021, for hours paid in May, 2021, the Company shall pay four dollars and ninety-nine cents (\$4.99) per hour.

Effective January 1, 2022, for hours paid in December, 2021, and for all subsequent periods during the term of this Agreement, the Company will pay the amount uniformly established by the Trustees for other employers contributing for the same classification of benefits (including any agreed upon retroactive rate that applies to the hours paid in December, 2021 and thereafter).

For purposes of interpreting the provisions of this Section, refer to the "Pension and Health and Welfare Interpretation Rules Addendum" which is attached hereto and incorporated by reference as if fully set out herein.

Section 2. Employees whose spouses do not have their own primary health insurance will contribute an additional pre-tax employee contribution of forty dollars (\$40.00) per week to the Welfare Fund for spousal coverage.

The employee's declination of coverage shall not relieve the Company of its obligation to contribute on behalf of that employee.

Section 3. Employees will elect in writing the "Plan" of benefit coverage they will participate in from among the "Plans" that they are eligible for, based on eligibility guidelines established by the Trustees of the Welfare Fund. Employees will remain with the same Benefit Plan (A, B, C, D, or no coverage) unless the employee notifies the Health & Welfare Fund office in writing during the next enrollment period prior to January of each year. Employees will have the option to change Plan of Benefits (based on eligibility guidelines) or discontinue coverage during the annual enrollment period prior to the applicable January of each year.

Employees will elect in writing the coverage level (i.e. employee only, employee and spouse, etc.) from among the coverage levels that they are eligible for based on eligibility guidelines established by the Trustees of the Welfare Fund. Employees will remain with the same coverage level unless the employee notifies the Health and Welfare Fund Office in writing during the next enrollment period prior to January of each year of the employee's desire to change the coverage level or discontinue coverage.

Employees who have declined coverage can only elect coverage during open enrollment periods or in the event of a "life changing event", as defined in the Plan Document/Summary Plan Description.

A newly eligible employee who does not make an election will be enrolled in Plan D) at the highest level of coverage for which he/she is eligible based on hours paid. Any person who is automatically enrolled in this manner has the right to decline or change the coverage prospectively at any time by submitting a request in writing.

Section 4. The Company shall not be required to make contributions on behalf of all employees for the first eleven (11) months of employment. The parties agree that the

obligation to contribute begins on the first day of the twelfth (12th) month of employment, with the first month being defined as the month in which the employee works his/her first hour.

Example: An employee first works an hour for a contributing employer on July 25, 2019. The Employer's obligation begins with hours worked on and after June 1, 2020.

Notwithstanding the foregoing, the Company agrees that it will report all hours paid on all employees beginning with the date of hire and also report whether the employee is variable hour or known full time, within the meaning of the Affordable Care Act guidance. In addition, notwithstanding the foregoing, the obligation to contribute on behalf of an employee designated by the Company as a known full-time employee will begin with the first hour worked.

Section 5. An Early Retirement Incentive Program (ERIP) is available to all bargaining unit members who meet the eligibility requirements established by the Board of Trustees of the Health and Welfare Fund, as those requirements exist on the date that coverage under the ERIP begins. Coverage under the ERIP may begin on the first day of any month, as elected by the employee, as long as the employee meets the eligibility requirements as of that date. The parties acknowledge and agree that the Board of Trustees has the right and authority to modify the rules and requirements of the ERIP Program at any time.

Section 6. The Trust Agreement and any and all amendments thereto are hereby made a part of this Agreement and are incorporated by reference as if fully set out herein, and the Company hereby agrees to be bound by said Trust Agreement. The parties acknowledge that the Trustees of the Welfare Fund reserve the right to amend or terminate the Plan at any time.

Section 7. The Company agrees, upon reasonable notice, to allow its books and records to be reviewed by the Union and/or the Trustees of the Fund to determine compliance with the obligation to contribute as set forth in this Agreement.

ARTICLE 12 EMPLOYEES' RETIREMENT PLAN

SECTION 1. By agreement with employers, the International Union with which Local Union 655 is affiliated has established a Pension Fund designated as the UNITED FOOD & COMMERCIAL WORKERS UNION and INDUSTRY PENSION FUND (the "Pension Fund").

SECTION 2. The Employer agrees to pay contributions at the rate of two hundred fifty-seven dollars (\$257.00) per month per employee. Effective August 1, 2020, for July 2020 hours, the Employer agrees to pay contributions at the rate of three hundred twenty-five dollars (\$325.00) per month per employee.

The Employer shall make contributions on behalf of all eligible employees as set out below and each contribution shall be due and payable on or before the tenth (10th) day of the

month following the month in which the work determining the contribution was performed. Employer payments due by reason of employment of an eligible employee are payable even though the eligible employee is no longer an employee at the time the payment is due. Payment shall be made at such location as the Trustees of the Pension Fund shall from time to time designate Contributions on behalf of any eligible employee who, prior to being employed under the Collective Bargaining Agreement, was employed by the Employer in any capacity and at any location, or who has Future Service Pension Credit earned while working for another Employer, shall be paid on account of work performed commencing with the first (1st) day of employment under this Agreement. For any eligible employee first coming under this Agreement or hired after the date for which contributions were first payable to the Pension Fund by the Employer pursuant to this or a prior collective bargaining agreement, contributions shall be paid on account of work performed on and after the first (1st) day of the calendar month after such employee has been on the Employer's payroll for thirty (30) calendar days.

SECTION 3. The Employer will pay these monthly payments into the Pension Trust Fund on the following basis:

- A. All employees who are in the service of the Employer.
- B. All new employees shall be covered from the first (1st) day of the month following thirty (30) calendar days of employment.
- C. The Employer agrees that these payments will be paid for the employees who are eligible as stated above, while they are on the payroll of the Employer, while laid off temporarily, or permanently laid off due to department or plant shut-down, and on granted leaves of absence by the Employer not to exceed thirty (30) calendar days after the first (1st) day of the month following date of layoff or granted leaves of absence. Upon the employee's return to work the payments will be paid by the Employer commencing with the first (1st) of the month.
- D. Any employee who is off from work due to illness, or injury, or pregnancy, the Employer will pay six (6) monthly payments beginning with the first (1st) of the month following date of departure from work. Any employee absent because of illness, or injury or pregnancy, must submit a written doctor's report of condition every thirty (30) calendar days to the Administrator and the Employer. Any employee failing to submit a written doctor's report, the Employer will consider him as having voluntarily quit ten (10) days after Employer sends written notice to the employee and the Union.
- E. Any employee who remains absent from work due to illness, or injury, or pregnancy, longer than six (6) months, upon his return to work the payments will be paid by the Employer commencing with the first (1st) of the month following his return to work.

- F. When an employee is covered by Pension benefits and the employee is laid off and during the layoff this employee becomes sick or injured, before the thirty (30) days extension for layoff following the first (1st) of the month, if this employee is called back to work according to seniority, and further, if this employee is unable to return to work because of sickness or injury, verified by a written doctor's report, said employee will then have six (6) additional payments of coverage as long as he remains sick or injured, made to the Pension Fund. If said employee is not called back to work during the time he is covered for his laid off status, there will be no further Pension payments even though said employee has become ill during his layoff status.
- G. If an employee is covered for the Pension benefits and is laid off, if said employee's pension benefits expire, and if said employee works one (1) day or more and is laid off before the first (1st) of the next month, the Employer will reinstate the coverage on the first (1st) of the next month for one (1) month's payment.
- H. Any employee who takes his vacation at the time of layoff and is on vacation through the first (1st) of the month shall be considered on the payroll until his vacation expires and payment to the Pension Trust shall be made as if he had been working.
- I. The Employer agrees to pay Pension payments for all new employees as follows:
 - 1. When a new employee has worked thirty (30) calendar days and becomes injured or ill and is unable to work as of the first (1st) of the month, payment shall be made on the first (1st) of the month for the Pension Fund.
 - 2. When a new employee has worked thirty (30) calendar days and is laid off before the first (1st) of the month, he will not be covered for payments to the Pension Fund. However, if said employee is recalled and works the following month for one (1) day or more, payment will be made to the Pension Fund on the first (1st) of the next month for one (1) month's payment.

SECTION 4. The obligation to pay contributions to the Pension Fund shall in no way affect any rights to discharge any employee granted the Employer under this Collective Bargaining Agreement. If any inconsistency exists between the terms of the Pension Article and any other provision in this Collective Bargaining Agreement, the terms of this Pension Article shall prevail.

SECTION 5. Employer contributions to the Pension Fund shall be used to provide retirement benefits for eligible employees in accordance with the applicable Pension Plan adopted from time to time by the Trustees of said Pension Fund (the "Trustee"). Eligible employees shall receive retirement benefits pursuant to said Pension Plan at a Benefit Level in accordance therewith, a copy of which Pension Plan the Employer has received, all subject to the Merger Agreement dated as of September 17, 1971 entered between the

Board of Trustees of the Butchers, Sausage Makers and Packinghouse Workers Local 545/655 Pension Plan and the Trustees of the Merger Agreement Addendum dated as of November 1, 1973 and July 24, 1979 between the same parties.

SECTION 6. The Employer's obligation hereunder to contribute to the Pension Fund shall not be subject to any expressed or implied bargaining agreement, notwithstanding any provision to the contrary herein contained. In addition to any other remedy which may otherwise be available to any of them, the Union, the Trustees of the Pension Fund, or both, shall have the right to sue in any court of competent jurisdiction to secure the payment of any monies due hereunder without the necessity of first utilizing any other remedy.

SECTION 7. The Employer adopts and agrees to be bound by all of the terms and provisions of the Union Food & Commercial Workers Union and Industry Pension Fund Agreement and Declaration of Trust as amended from time to time (the "Trust Agreement") as fully as if the Employer was an original party thereto, a copy of which Trust Agreement the Employer has received. The Employer hereby designates as its representatives on the Board of Trustees of the Fund, the Employer Trustees named in said Trust Agreement, together with their successors selected in the manner provided therein. The Employer agrees to be bound by all actions taken by said Trustees pursuant to the powers granted them by the Trust Agreement.

SECTION 8. Nothing in this Collective Bargaining Agreement shall authorize the Board of Trustees to increase the amount of contributions required to be paid by the Employer pursuant hereto, to extend the period for which the contributions shall be made or to authorize the Board of Trustees to bind the Employer in any manner inconsistent with the terms of this Collective Bargaining Agreement or the Trust Agreement.

SECTION 9. The Employer shall contribute to the Pension Fund, as provided herein, only if the Pension Fund retains its qualification pursuant to the applicable sections of the Internal Revenue Code as amended. The Employer shall participate in the Pension Fund only if such participation or the continuation thereof shall not impair the Pension Fund's qualification under applicable Internal Revenue Code provisions and Internal Revenue Service rulings and regulations.

SECTION 10. The commencement of contributions to the Pension Fund is contingent upon acceptance of the employees covered hereunder by the Trustees of the Pension Fund. The Employer shall make contributions as herein provided retroactive, if necessary, to the date specified in this Pension Article, upon receiving written notice of the Trustees' acceptance, provided, however, that the Trustees' acceptance and the written notice thereof shall not be required in the case of renewal or renegotiation of a collective Bargaining Agreement covering an Employer who has previously been accepted for participation in the Pension Fund, if the collective bargaining unit and the terms of this Pension Article, other than the contributions rates, have not been modified. After initial acceptance by the Trustees of the Pension Fund, this Pension Article shall remain in effect

during the term of this Collective Bargaining Agreement and any extensions, renewals or modifications thereof and the terms hereof shall not be amended without the express written consent of the Trustees of the Pension Fund; provided, however, that nothing herein contained shall limit the right of the Trustees to terminate participation of the employees covered hereunder in the Pension Fund on account to the Employer's failure to make contributions or as otherwise provided in the Trust Agreement or Pension Plan, and further provided that nothing herein contained shall limit the right of the Employer and the Local Union to terminate participation in the Pension Fund subject to the terms of the then existing Trust Agreement and Pension Plan.

SECTION 11. If for any reason, the Employer's participation in the Pension Fund fails to commence or having commenced, is terminated, then the Employer shall pay the contributions hereunder required to a qualified pension plan upon which the Employer and the Union shall agree, or, in the event agreement is not reached, the disposition of such payments shall be determined in accordance with the grievance procedures contained in the Collective Bargaining Agreement, if any. If no grievance procedure is contained in the Collective Bargaining Agreement, the qualified pension plan referred to herein shall be determined by arbitration in accordance with the rules of the American Arbitration Assn.

SECTION 12. The Trustees' acceptance for participation in the Fund of the employees covered hereunder shall be limited only to categories of employment covered hereunder at the time application for such acceptance occurs and the admission of any other category of employment to participation in the Fund shall require specific acceptance by the Trustees.

SECTION 13. Execution of the Pension Article by representatives of the Employer and the Local Union hereby indicates its incorporation into the Collective Bargaining Agreement between the Employer and the Local Union covering the life of this Agreement; execution of the Pension Article by representatives of the Employer, Local Union and the Trustees indicates acceptance of the employees covered hereunder for participation in the Fund by the Trustees and also indicates agreement by the Employer, Local Union and Trustees to the terms and conditions recited above regarding the participation of said employees, the Employer and the Local Union in the Fund.

SECTION 14. If the Employer fails to make monthly Pension contributions as set forth herein, he shall be notified by certified or registered mail of his delinquency, by the Pension Plan Administrator.

If said remittance is not paid within ten (10) days, notwithstanding any provision of this Agreement, the Union, without the necessity of giving any other or further notice, shall have the right to strike or take such action as it shall deem necessary until such delinquency payments are made. And it is further agreed that in the event that such action is taken, the Employer shall be responsible to the employees for any losses resulting there from and in addition the delinquent Employer will be responsible for and will reimburse the Pension Fund for any attorney's fees and court costs incurred in pursuit of collection of any delinquencies as outlined herein. The Employer hereby waives the requirement of any

other notice or notices being given by the Pension Plan Administrator or by the Union to him or any one else other than such notice or notices expressly provided for in this Article. This Section does not apply to disputes over whether or not payments are due on individuals.

ARTICLE 13 SEPARABILITY

SECTION 1. If the highest court having jurisdiction in the matter by its final decision interprets any applicable law of the United States or the State of Missouri or Illinois in a manner so as to bring any provision or section of this agreement into conflict with such law, such conflicting provision or section of this agreement, and such provision or section alone shall then be open for further negotiations between the parties hereto for the purpose of reconciling the conflicting provision or section with the said law as interpreted.

ARTICLE 14 WAGES

SECTION 1. The wage scale attached to this contract shall be the rate of pay. When an employee is required to work on an assignment of two (2) or more job rates he shall be compensated at the highest rate. Any employee receiving an over-rate shall not have his rate reduced.

SECTION 2. NIGHT WORKERS' EXTRA COMPENSATION

Twenty-one cents (21¢) per hour additional compensation will be paid for work performed between 6:00 P.M. and 6:00 A.M. and shall be added to the employee's regular rate. The twenty-one (21¢) cents per hour additional compensation for night workers shall be added to the regular rate in computing overtime pay, holiday pay, and vacation pay.

SECTION 3. PLANT INJURY COMPENSATION

It is agreed between the Employer and the Union that in any instance where an employee is injured while working at the plant so severely as to be sent home by the Employer, or nurse, or doctor, he shall, regardless of the hour at which he sustained the injury, be paid a full eight (8) hour day at said employee's regular rate for that day. Piece or tonnage work employees shall be paid time lost that day at the employee's average rate of pay excluding overtime for the previous week.

Accidents or injuries must be reported to the Employer by the employee on the day on which physically occurred or as soon thereafter as he is physical able to do so, and if required, the employee must submit to an examination and treatment by a doctor chosen by the Employer in order to qualify for the disability allowance set forth above in this section.

SECTION 4. TIME ALLOWANCE FOR DOCTOR CALLS

Employees who are injured on the job, but not seriously enough to discontinue working, who are required to visit the Employer's doctor after working hours, shall receive two (2) hour's pay for each visit. Employees who are required to visit Employer's doctor during working hours shall suffer no loss of time or pay because of such visits.

SECTION 5. It is agreed that a wage differential of one (\$1.00) dollar per hour below the job rate shall be allowed as a starting rate for new employees until such time as they have had sixty (60) calendar days packing plant experience, and fifty (50¢) cents per hour for the sixty-first (61st) through ninetieth (90th) day.

SECTION 6. JURY PAY

An employee who is required to serve on jury duty will be compensated by the Employer, up to a maximum of five (5) days, the difference in pay between that received as juror and that which he would have received if he had worked. In order to collect the monies due him, he must report for work when he is not on jury duty, and present the Employer with written evidence of jury service provided by the Court.

SECTION 7. It is agreed between the Employer and the Union that any employee who is receiving a rate and is required to fill another job paying the same rate or lower, the Employer will follow the seniority list in filling such jobs by qualified employee, unless there is a mutual agreement between the Employer and the Union.

SECTION 8. FUNERAL PAY

It is agreed between the Employer and the Union that when an employee is absent from work for the purpose of arranging for or attending the funeral of a member of his immediate family as defined below, the Employer will pay him for eight (8) hours at his regular rate of pay for each day of such absence up to a maximum of three (3) days. Piece and tonnage work employees shall be paid time lost that day at the employee's average rate of pay excluding overtime for the previous week. The above payments will be made, provided:

- A. The employee notifies the Employer of the purpose of his absence on the first day of such absence;
- B. The day of absence is a day during which the employee's gang worked and on which day the employee would have worked but for the absence;
- C. The employee, when requested, furnishes proof satisfactory to the Employer of the death, his relationship to the deceased, the date of funeral, and the employee's actual attendance at such funeral;

- D. The three (3) allowable days of absence include the date of death through one day following the date of the funeral;

In the event an employee elects to work on any of the three (3) allowable days, the Employer agrees to pay, in addition to the employee's regular earned pay, eight (8) hours pay at the employee's regular rate for each day worked. If this option is exercised, the employee must furnish proof of relationship to the deceased and proof of such death.

For purpose of this Section, a member of the immediate family means the employee's spouse, child, mother, father, sister, brother, mother-in-law, and father-in-law.

SECTION 9. It is agreed by the Employer and the Union that the rate for any new job operations which may be created by the Employer shall be subject to immediate negotiations and the Union is to be notified in writing. All agreements made between the Employer and the Union shall be reduced to writing and signed by the Employer and the Union President.

SECTION 10. PROTECT JOB CLASSIFICATIONS AND RATES

Wizard knife rate is the minimum rate in the Wage Schedule agreed to between the Employer and the Union, and whenever the Wizard knife replaces a regular knife the job rate of the operation whichever is the highest, shall be the rate maintained. This principle shall also apply to all other classifications and wage rates in the Wage Schedule where jobs have changed or where employees have been eliminated through automation, new equipment, or change in employer's layout.

SECTION 11. DEPARTMENT SHUT-DOWNS

The Employer will give the Union at least thirty (30) days notice of any department shut-down.

SECTION 12. PLANT SHUT-DOWN

The Employer will give the Union at least sixty (60) days notice of plant shut-down.

WAGE SCALE

- A. The wage rates outlined in this Wage Schedule include:

Seventeen and one-half (17-1/2¢) cents extra compensation applied to hourly rates and these amounts are allowed as a settlement of time for changing clothes, furnishing of clothes, boots, aprons, canvas gloves, and all special purpose other working garments, furnishing of knives, steels and whetstones.

Working Foreman in a Department shall be paid twenty (20%) percent over the highest job rate in his department.

ARTICLE 15

TERM OF CONTRACT AND GENERAL WAGE INCREASES

<u>Classifications</u>	<u>Current</u>
Journeyman, Cookers, Grinders etc.	\$14.50
Cookers	\$15.25
Grinders	\$12.94
Both Scales	\$12.25

On March 31, 2021 and on March 31, 2022, both sides agree to reopen the contract for wages and strike/lockout authorization only if agreed by both the Company and the Union.

Any employee that the employer has to deduct a wage garnishment will be charged the administrative fee charged to the employer for each garnishment deducted from their paycheck.

All employees now working in the plant will not have their rates reduced. This Agreement covers hours, working conditions and wages as agreed to between the Employer and the Union. This contract shall become effective in its entirety at 12:01 A.M. March 31, 2020 and will remain in effect until 12:00 o'clock Midnight, March 31, 2023.

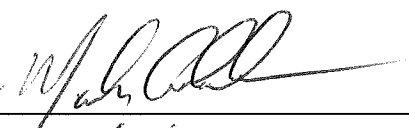
ACCEPTED FOR THE EMPLOYEES:

ACCEPTED FOR THE EMPLOYER:

UNITED FOOD & COMMERCIAL
WORKERS UNION LOCAL NO. 655

EDMOND'S CHILE COMPANY

BY  _____

BY  _____

DATE 7/26/20

DATE 7/26/20

LETTER OF UNDERSTANDING

It is agreed between Edmonds Chile Company and U.F.C.W. Local 655 that:

Part-time workers who work less than 125 hours in a calendar month with four Saturdays or less than 150 hours in a five Saturday month are not covered under the terms and conditions of the working Agreement between the parties. Workers who work more than the above hours will be entitled to the provisions of this attached agreement.

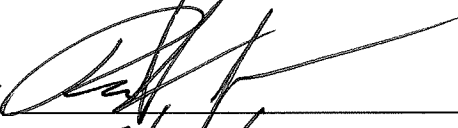
This understanding shall remain in effect until March 31, 2023.

ACCEPTED FOR THE EMPLOYEES:

UNITED FOOD & COMMERCIAL
WORKERS UNION LOCAL NO. 655

BY

DATE

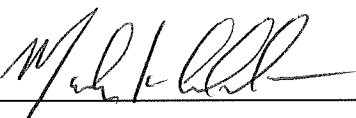

7/26/20

ACCEPTED FOR THE EMPLOYER:

EDMOND'S CHILE COMPANY

BY

DATE


7/26/20

HEALTH & WELFARE INTERPRETATION RULES ADDENDUM

The parties agree that the following principles will apply in interpreting the Company's obligation to contribute to the Health and Welfare Fund Article 11 - Health and Welfare Fund.

1. The Company shall contribute on hours paid out in a calendar year as unused vacation from the previous year, up to a maximum of forty (40) hours in the week in which the payout is made.

- 2.

Examples:

- a. An employee who is paid for forty (40) hours in a week in 2011 (including pay for hours worked and day-off entitlement hours) also receives in the same week pay for twenty-five (25) hours of unused vacation from 2010. The Company is obligated to contribute for forty (40) hours for that week.
 - b. An employee who is paid for twenty (20) hours in a week in 2011 (including pay for hours worked and day-off entitlement hours) also receives in the same week pay for twenty-five (25) hours of unused vacation pay from 2010. The Company is obligated to contribute for forty (40) hours for that week.
 - c. An employee who is paid for twenty (20) hours in a week in 2011 (including pay for hours worked and day-off entitlement hours) also receives in the same week pay for fifteen (15) hours of unused vacation time from 2010. The Company is obligated to contribute for thirty-five (35) hours for that week.
2. The Company shall contribute on hours paid for vacation entitlement in lieu of time off up to a maximum of forty (40) hours in the week in which the employee is paid the vacation hours.

Examples:

- a. An employee who is paid for forty (40) hours in a week (including pay for hours worked and day-off entitlement hours) also receives in the same week twenty-five (25) hours of vacation pay in lieu of time off. The Company is obligated to contribute forty (40) hours in that week.
- b. An employee who is paid for twenty (20) hours in a week (including pay for hours worked and day-off entitlement hours) also receives in the same week twenty-five (25) hours of vacation pay in lieu of time off. The Company is obligated to contribute for forty (40) hours in that week.
- c. An employee who is paid for twenty (20) hours in a week (including pay for hours worked and day-off entitlement hours) also receives in the same week fifteen (15)

hours of vacation pay in lieu of time off. The Company is obligated to contribute for thirty-five (35) hours in that week.

3. Upon termination of employment, the Company is obligated to contribute for all hours paid in a lump sum (that is, hours which the employee was eligible to receive upon termination pursuant to the Collective Bargaining Agreement, which may include, but is not necessarily limited to vacation, personal holidays and sick days) without regard to a forty (40) hour cap.

Example: An employee terminates employment (whether by quitting, retiring or involuntary termination). He/she receives a check representing payment for twenty (20) hours worked, eighty (80) hours of unused vacation and sixteen (16) hours of personal holiday. The Company is obligated to contribute for one hundred sixteen (116) hours.

4. The Company is obligated to contribute on hours paid for vacation in advance of the time taken off if the time to be taken off as vacation is designated at the time the vacation pay is requested.

Examples:

- a. An employee requests vacation pay for time to be taken off the following week. The Company is obligated to contribute for these hours.
- b. An employee requests vacation pay for time to be taken off a month after the request is made. The Company is obligated to contribute for these hours.
- c. An employee has requested vacation pay with no indication of if or when time off would be taken. The Company's obligation to contribute for these hours would be determined under paragraph 2 above (i.e., pay for vacation entitlement in lieu of time off).