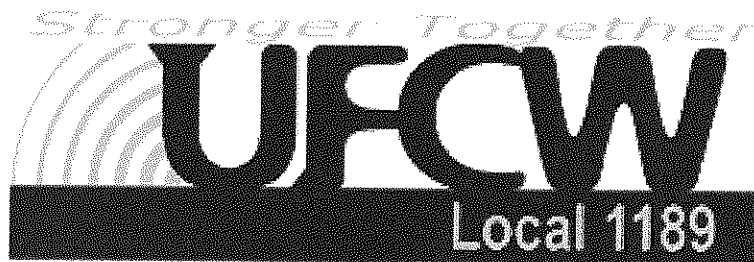


# **Lamb Weston / RDO Frozen Foods Contract**

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Effective  
**01/07/2020 – 01/07/2023**

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**United Food and Commercial Workers Union Local 1189**

2002 London Road  
Duluth MN 55812  
Phone: 218-728-5174 or  
800-942-3546  
Fax: 218-728-5178  
Website: [www.ufcw1189.org](http://www.ufcw1189.org)

## **Know Your Rights**

### **Request that your Union Representative be present!**

U.S. Supreme Court ruled in 1975 "Weingarten" that an employee has certain rights when questioned by their employer. The following are rights that were granted under this case. It applies only when your employer is interviewing you for the purposes of determining whether discipline is warranted. It does not apply when the discipline is already decided.

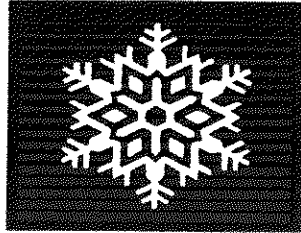
1. You have a right to Union representation, but you must ask for that representation.
2. You must ask for Union representation from the person doing the questioning. The questioner must be told that you do not want to proceed without Union representation.
3. If the discipline has already been decided upon by the Employer, your right to representation is not there; however, you only need to listen – you do NOT have to answer any further questions.
4. This rule does NOT apply to everyday conversations between a supervisor and an employee regarding performance of job duties and normal work performance.
5. After you have requested Union representation, the Employer rights are:
  - a. They can grant your request and bring in a Union Representative.
  - b. They can discontinue the interview and proceed with the investigation without your participation.
  - c. The Employer can offer you the choice of proceeding without Union representation.

**Remember:**  
**What you say can be used against you. Know your rights!**  
**Demand Union representation when you are facing discipline.**

# ***AGREEMENT***

*between*

***LAMB WESTON/RDO FROZEN FOODS***



*Lamb Weston*  
**RDO**  
*Frozen*

*and*

***UNITED FOOD AND COMMERCIAL WORKERS UNION  
LOCAL #1189***



***JANUARY 7<sup>th</sup>, 2020 to JANUARY 7<sup>th</sup>, 2023***

## **United Food & Commercial Workers – Local 1189**

**(218) 728-5174 (Northern Division)**  
**(800) 942-3546 (Toll Free)**  
**(218) 728-5178 (fax)**

### **Pension Office**

**(218) 728-4231**  
**(877) 752-3863 (Toll Free)**

### **Lamb Weston/RDO Frozen**

**(218) 732-7252 (Phone)**  
**(218) 732-2175 (fax)**

### **Employee's Right Under the Federal Law**

Employees called in by supervisor for private sessions where they actually deal with matters that could rise to disciplinary action and in some cases, actually involve disciplinary action either in the way of oral warnings or other ARE ENTITLED TO REQUEST AND HAVE PRESENT AT THE CONFERENCE, OR MEETING REGARDLESS OF WHERE IT TAKES PLACE, A UNION REPRESENTATIVE OR STEWARD.

### **Withdrawal Card**

Members who change occupations or are no longer actively employed, shall be issued a withdrawal card provided they are in good standing with current dues paid and other financial obligations fulfilled. Withdrawal cards should be secured immediately and are available from the Union office on request. Securing a withdrawal means that you will no longer have to pay dues while you are not working in the industry, also, that you will not have to pay a new initiation fee if you return to any UFCW Local Union.

**AGREEMENT**  
**between**  
**LAMB WESTON/RDO FROZEN CO.**  
**and**  
**UNITED FOOD AND COMMERCIAL WORKERS UNION**  
**LOCAL #1189**

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## **AGREEMENT**

This Agreement, entered into this 7<sup>th</sup> day of January, 2020 between Lamb-Weston/RDO Frozen Co., hereinafter referred to as "Company," located in Park Rapids, Minnesota, and the United Food and Commercial Workers Union, Local #1189, chartered by the United Food and Commercial Workers International Union, hereinafter referred to as the "Union."

**In the event that any portion of this Agreement is invalidated by the passage of legislation or a decision of a court of competent jurisdiction, such invalidation shall apply only to those portions so invalidated, and all remaining portions of this Agreement not invalidated shall remain in full force and effect. In the event any provision or provisions are declared to be in conflict with a law, both parties shall meet promptly for the purpose renegotiating the provision invalidated.**

**Gender: Whenever any words are used in this Agreement in the masculine or feminine gender, they shall also be construed to include all genders in all situations where they would also apply. Whenever gender descriptive words are used in the singular, they shall also be construed to include the plural in all situations where they would so apply; and wherever any words in the plural, they shall also be construed to include the singular.**

## **ARTICLE I** **RECOGNITION**

- A. The Company recognizes the Union as the exclusive representative for the purpose of collective bargaining for all full-time and regular part-time production and maintenance employees, including shipping and receiving employees, employed by the Company at its Park Rapids, Minnesota, potato processing facility, excluding quality control employees, office/clerical employees, guards, and supervisors, as defined in the act, as amended.
- B. All "regular employees" and all future "regular employees" covered by the terms of this Agreement, upon reaching "regular" employee status, shall be required to tender to the Union such periodic dues and initiation fees as are uniformly required by the Union as a condition of acquiring or maintaining membership therein. Membership in the Union need not be sought or maintained by employees, so long as initiation fees and dues are so tendered.
- C. In the event that the Union demands that an employee be discharged for failure to meet the requirements of the Article, the Union shall indemnify and hold the Company harmless for all damages and any costs incurred, including reasonable attorneys' fees, in defending against any resulting employee claim.

- D. Upon Company and Union approved, signed, individual authorization cards from the employees, the Company shall deduct from the first available wages of each calendar month such periodic dues and initiation fees referred to in "B" above. Amounts withheld shall be promptly remitted to the Union.

**ARTICLE II**  
**RIGHTS OF MANAGEMENT**

- A. All management rights, powers, authority, and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in the Company. It is expressly recognized that such rights, powers, authority, and functions include, but are by no means whatever limited to, the full and exclusive control, management, and operation of its business and its affairs; the determinations of the scope of its activities, business to be transacted, functions to be performed, and methods pertaining thereto; the determination of the number, size, and location of its offices and places of business and equipment to be utilized, and the layout thereof; the right to establish or change shifts, schedules of work, and standards of performance; the right to establish, change, combine, or eliminate jobs, positions, job titles and descriptions; the right to establish compensation for new or changed jobs or positions; the right to establish new or change existing procedures, methods, processes, facilities, machinery and equipment, or make technological changes; the right to maintain order and efficiency; the right to contract or subcontract any work; the right to designate the work and functions to be performed by the employees of the Company and the places where it is to be performed; the right to establish, administer, or change bonus, incentive, or merit compensation plans; the right to make and enforce reasonable safety and security rules and rules of conduct; the determination of the number of employees and the direction of the employees, including, but by no means whatever limited to, hiring, selecting, and training of new employees; suspending or discharging for cause, scheduling, assigning, laying off, recalling, promoting, retiring, demoting, and transferring employees.
- B. The Company and the Union agree that the above statement of management rights is for illustrative purposes only and is not to be construed or interpreted so as to exclude those prerogatives not mentioned which are inherent to management, including those prerogatives granted by law. It is the intention of the parties that the rights, powers, authority, and functions so reserved to management shall remain exclusively vested in the Company, except insofar as expressly and specifically surrendered or limited by the express provisions of this Agreement.

**ARTICLE III**  
**REGULAR EMPLOYEES AND PROBATIONARY PERIOD**

- A. The term "regular employee," wherever used in this Agreement, is defined as any employee who: (1) works for the Company a minimum of three hundred twenty (320) hours or ninety (90) calendar days, whichever comes first; (2) accepts all work offered by the Company; (3) whose seniority remains unbroken.
- B. All employees shall be on probation for the first three hundred twenty (320) hours of work or ninety (90) calendar days, whichever comes first. Dismissal of probationary employees shall not be subject to the grievance procedure.
- C. Temporary employees of the employer shall not exceed three hundred twenty (320) hours or ninety (90) calendar days, whichever comes first. Temporary employees remaining on the job more than the prescribed hours or days above shall acquire seniority rights based upon their most recent date of hire and will have fulfilled their probationary requirements. The provisions of this section D. will not apply to temporary employees of the employer hired for the harvest.
- D. The employer may use employees of a temporary employment service. It is understood the use of these employees is not intended to displace existing employees. The employer will track the utilization of employees of the temporary service and shall make a report available for review upon request.

**ARTICLE IV**  
**SENIORITY**

- A. An employee shall acquire seniority rights upon reaching "regular employee" status. Seniority shall then be based on the most recent date of hire. Employees having started work on the same day shall have their seniority dates set by alphabetical order beginning with the last name, then first name, then middle name.
- B. A bargaining unit employee who accepts and holds a non-bargaining unit position with the Company may be permitted to return to the bargaining unit without loss of seniority for a period of up to 180 days from the date they left the bargaining unit. The parties agree that such an employee will not be covered by any of the terms of this Agreement during any period of time while they are working in a non-bargaining unit position.
- C. An employee will lose their seniority rights and be deemed terminated from employment with the Company in the event of any of the following:
  - 1. The employee quits.
  - 2. The employee is discharged for just cause.



3. The employee fails to report for work when recalled following a layoff; provided that the employee is notified of the recall by phone, letter, or personal contact at least three days prior to reporting to work. Employees must keep the Company informed of their correct address and telephone number.
4. The employee fails to return to work on expiration of leave of absence.
5. The employee has not worked for the Company for twelve (12) consecutive months, except in the case of absence due to an occupational injury suffered while working for the Company. The twelve (12) consecutive month period may be extended, in increments of up to six (6) months, by mutual agreement between the Company and the Union, provided the employee makes a written request for such an extension within ten (10) days of their termination under this provision.
6. The employee, while absent on account of leave of absence, takes employment elsewhere.
7. The employee, while absent on account of sickness or injury, takes employment elsewhere.
8. If sick or injured and fails to furnish the Company with a doctor's certificate showing proof of the sickness or injury, if requested.
9. No Call/No Show Absences – Employees who fail to call in on their assigned shift and fail to report to work on their assigned shift, will be charged with one "No Call/No Show" absence.

An employee who has two (2) No Call/No Show absences within a twelve (12) month period will be considered a voluntary termination. This includes two (2) consecutive No Call/No Show absences. (Unless in the opinion of the Company, the failure to notify was clearly beyond the employee's control).

D. Employees are expected to perform any duties to which they may be reasonably assigned. When an employee is temporarily assigned to a job different than their bid position for three (3) hours or more in any one shift, such employee shall receive the higher of their regular wage rate or the wage rate of the job to which assigned for that shift. Employees who volunteer to work additional hours in a lower paying job title will be paid the appropriate rate of pay for the job.

E. Shift Preference /Job Posting/Bidding/Temporary Vacancies:

1. Prior to posting a vacancy, the incumbent job holders (within the job title) will be given the first opportunity to accept or claim the vacancy based on shift preference. The senior incumbent job holder shall have first claim on the new vacancy. Thereafter, the remaining incumbent job holders will make their (voluntary) shift preferences in seniority order. The remaining shift vacancy will be opened to the bid system.
2. Open job positions will be posted for four (4) operational days on a designated board.

3. Any employee interested in a posted job position shall submit a job bid form. While on vacation, short-term leave of absence or lay-off, it shall be the employee's responsibility to submit a bid form for the positions they may be interested in before such vacation or short-term leave of absence occurs. When the employee returns to work, the employee must resubmit for jobs as they occur. *For the purpose of this Article, a "short-term" leave of absence is defined as an authorized leave of absence of seven (7) calendar days or less.*
4. Job titles in "Schedule A" shall be posted and awarded by seniority.
5. Posted vacancies, after shift alignment as stated in E.1 above will be awarded to the most senior qualified bidder, providing all needed testing and required training has been completed, with the exception of Crew Chief positions, which are determined by the interview process. In the event there is no senior qualified bidder, the senior bidder may be awarded the job, provided they meet the necessary (certifications) for the vacancy (as in the case of boiler operators and electrical maintenance.) If no bidder is eligible for the position, the Company may fill the vacancy in any convenient manner.
  - a) In all posted positions the successful bidder will be given a three day job orientation period immediately after accepting the bid. During this period, the employee will determine whether or not they wish to continue training.

If the employee elects to begin the regular training period, they may do so with the right to return to their former position for up to seven (7) additional working days. If the employee decides to forfeit the job between the 11<sup>th</sup> day and the 59<sup>th</sup> day, they have the right to return to their previous job title but not necessarily their previous shift. **Employees who elect to return to their previous job will not be allowed to bid the same position for a period of 6 months from their return to their previous job.**
  - b) The sixty (60) day evaluation procedures will remain in effect for the Company. If the Company determines that an employee is not satisfactorily completing the evaluation process the employee may be removed from the position and returned to their former job, former rate, and former shift. **Employees who have been removed from their position may not bid any position for a period of 6 months from their removal.**
  - c) With respect to positions in "Schedule B", an employee may not be awarded a bid if they have three (3) active written warnings in their file. For the purpose of this section, verbal warnings are not to be considered and a written warning remains active for one (1) rolling calendar year.
  - d) Employees in training for bid positions will receive periodic progress

reviews.

6. In the case of certain skilled operator jobs in "Schedule B", the Company may elect to bid and pre-train qualified candidates in advance of the vacancy. The job titles of these "pre-trained" candidates shall be mutually agreed between the company and Union and such titles may be expanded or reduced as necessary to meet the operational needs of the Company.
  - a) The "pre-training" of these candidates shall occur at the times and on the shifts most suitable to the employer and the training resources available to the Company.
  - b) During the sixty (60) days of the evaluation process the "operator trainee" will not be subject to required overtime.
  - c) After the successful completion of training, the qualified operator trainee will be assigned to either swing or the graveyard shift as found necessary by the Company. In such cases where more than one (1) qualified operator trainee is available and operator trainees are needed on both off shifts, the senior qualified operator trainee may select their "off shift" of preference.
  - d) Qualified operator trainees may serve as relief operators once qualified by the Company. Further, qualified operator trainees may be used to reduce or eliminate hold-over or call-in-early overtime.
  - e) When a regular operator vacancy occurs, the senior qualified operator trainee shall be offered the position on the shift where the vacancy occurs. If the senior qualified operator trainee declines the vacancy, the junior qualified operator trainee shall accept the vacancy.
7. Temporary vacancies which are anticipated to exceed 45 days in duration shall be filled in accordance with the "bid/posting" system. All other temporary vacancies may be filled by the Company in any convenient manner. Experience gained by an employee while "assigned by the Company" to a temporary vacancy will not be used by the Company in evaluating qualifications for the purposes of filling a permanent vacancy.

In the event the Company finds an unexpected vacancy at or near the forty-five (45) day mark and such job is not expected to continue permanently, the vacancy will be evaluated jointly by the Company and Union to determine whether such vacancy should be made available to a qualified bidder or continued as is for a mutually agreed upon period of time.

In the filling of temporary vacancies (expected to last more than 45 days), employees in "Schedule A" positions may bid up, down or laterally in accordance with this Agreement. Employees in "Scheduled B" positions may bid for temporary openings of a higher classification. Lateral or downward bids in "Schedule B" positions must be approved by Management.

8. When a job position is awarded, the employee must be able to accept the

job position within seven (7) days, unless on vacation/short-term leave of absence.

9. In the event the Company determines that two (2) or more employees are equally qualified, seniority will be the determining factor. Disputes involving selections will be reviewed by a Focus Group made up of: The Supervisor of Human Resources, the Chief Union Steward, two (2) salaried, and two (2) hourly employees from the departments involved.

**10. Employees who are awarded a posted position, with a higher pay rate, will receive that higher pay rate after thirty (30) calendar days (retroactive to the date the bid was awarded); in the event the employee had not been moved to the new position within the 30 calendar days. If moved within the 30 calendar days, the higher rate will be effective the date moved to the new position.**

F. Layoffs shall be conducted on the basis of seniority provided that any employee scheduled for layoff, for any reason, for a period to exceed five (5) consecutive work days, will have the right to continue work in a lower rated job provided that they are qualified and able to perform the job.

### **Reduction in the Work Force**

When a reduction in work force occurs, the most senior employee[s] holding the job title may volunteer for the reduction. When there is no senior volunteer, the least senior employee[s] holding the job title subject to reduction or discontinuation shall, on the basis of facility wide seniority:

1. Bump to a position (job title and shift) held by a less senior employee in the bargaining unit. Employees must show that they have the ability and or certifications necessary (where required) to perform the job within a two (2) day trial period.
2. Without sufficient seniority or qualification to accomplish (1) above, employee(s) must:
  - A. Bump the least senior employee in the bargaining unit on their shift of preference. Employee must show the ability to perform the job within a two (2) day trial period.
  - B. Without sufficient seniority or qualification to accomplish A above, the employee will be laid off and placed on the recall list in seniority order (See Article IV, C.3 & C.5.)
3. Once an employee has been in a bumped position for a consecutive period of 12 months, that position shall become their bid position.
4. Should the employer re-establish position(s) that were reduced or eliminated within twelve (12) months, the current employees who were

displaced will have the right to return to their former position or stay in the position they bumped to and have their former position posted.

5. In the event an employee is recalled from lay-off to a shift within twelve (12) months which is different from their original shift, the employee may reclaim their original shift of preference when such shift becomes available.
  6. No employee of the temporary service shall be utilized while qualified employees of the employer are on reduced hours or layoff. The exception would be when qualified employees of the employer on reduced hours or layoff have been offered the work and refused.
- G. The Company shall select the most qualified applicant for Working Crew Chief positions. Disputes involving selection shall be reviewed by a Focus Group as described in Article IV, Section E.10. The selection of employees designated as "Crew Chief" shall not be bound by the other provisions of this article.

## **ARTICLE V** **HOURS OF WORK**

- A. The work week will be from 7:00 a.m. on Sunday to 6:59 a.m. on the following Sunday.
- B. All hours worked in excess of eight (8) straight-time hours per day and forty (40) straight-time hours per week will be paid at one and one-half (1½) times the regular hourly rate for the work performed, provided that all work performed in excess of twelve (12) continuous hours on any one (1) shift will be paid at the rate of two (2) times the straight-time hourly rate.

All forced work performed on the eleventh (11<sup>th</sup>) consecutive working day will be paid at two (2) times the employee's straight-time hourly rate, provided that the employee has worked eighty (80) straight-time hours during the previous ten (10) consecutive days.

Volunteer work on the eleventh (11<sup>th</sup>) consecutive working day is permitted and paid as otherwise required under this Article in paragraph 1, of Section (B) above.

Employees holding "Schedule A" positions should receive their regular scheduled shift and normal hours prior to plant-wide seniority being applied when the rest of the plant may be down.

- 1) An exception occurs in "Section C, subpart (f.)" when an employee holding a "Schedule A" position has requested to be off work and management can fill that vacancy with other employees desiring work and such work is accomplished in a cost neutral manner.

**Employees** who work a normal twelve (12) hour schedule shall receive two (2) times their straight time hourly rate for all hours worked in excess of twelve (12)

straight time hours per shift and one and one-half (1½) times their regular rate for all hours worked in excess thirty six (36) straight time hours **on the week scheduled for thirty six (36) hours and paid after forty (40) hours on the week scheduled for forty-eight (48) hours.**

- 2) General Operators will not be required to accept non-voluntary overtime.
- 3) General Operators will be available to fill any vacancy in the process operator, ADR operator, packaging operator positions or other duties as assigned by the Company that may occur in lieu of "hold over" or "call-in-early" overtime.

C. **Distribution of Overtime:**

The work week will be from 7:00 a.m. on Sunday to 6:59 a.m. on the following Sunday. The Company shall retain the exclusive right to determine the need for overtime work. The Company may offer work to "Qualified and/or Pre-trained" employees available at non-premium rates whenever possible. The "offer" of overtime/extra work will be made in seniority order to eligible employees who are working at regular time first. If no employees are available at regular time, the work will be offered to eligible employees who are available at time and one half (1 ½ x) rates. Should no employee be available at the lesser rates, volunteers at double time (2 x) rate will be allowed to take the work. But for this double time exception, overtime assignments, if and when determined necessary by management, will be distributed by job title or seniority as outlined and authorized elsewhere in this Article.

If it is determined that an employee missed scheduled or unscheduled overtime work due to an error on the part of the Company, upon the timely request of the employee involved [three (3) days], equivalent hours of work shall be rescheduled at a later, mutually agreeable date and time. Every effort will be made to schedule the make-up work within thirty (30) days from the date the Company determines a scheduling error was made.

In the normal distribution or assignment of non-voluntary overtime, qualified operator trainees will be considered among the current job holders by plant seniority.

**Scheduled Overtime Sign-Up:**

The volunteer list will be for one (1) week time frames beginning at 7:00 a.m. Sunday morning and ending at 6:59 a.m. the following Sunday. In order to be considered in any given week for volunteer overtime, the employee must sign the overtime list no later than 8:00 a.m. Tuesday of the preceding week. Once the Company has determined that overtime assignments are required, the voluntary overtime list will be used for scheduled overtime in the covered week. The

Company will post the scheduled overtime assignments. Once the overtime list has been pulled for the week, employees may not add or remove their name from consideration.

Employees will be selected from the volunteer list for overtime using the following criteria:

### **Scheduled Overtime**

For distribution of scheduled overtime during normal production or when extra hours become available via postings/sign-ups:

- a) The top senior employee in the same job title, on the same shift as the overtime opportunity; (i.e. day off).
- b) The top senior qualified employee from other job titles, on the same shift as the overtime opportunity; (i.e. day off).
- c) The top senior employees on other shifts in the same job title; (i.e. hold over/call in).
- d) Top senior employees who are qualified for the vacancy who are working in other job titles on other shifts; (i.e. hold over/call in, other job holders).
- e) The vacancy will be filled using the equitable distribution system.
- f) In the event an employee volunteers to work overtime in a different job title (by signing up on the scheduled or unscheduled overtime sheet[s]) and is awarded the overtime, the overtime award may be changed if a new vacancy occurs in their "regular" job title, provided other job holders are not signed up for the work on the overtime sheets.
- g) Employees who do not sign the Scheduled Volunteer Overtime list may make no claim to scheduled overtime that may have been assigned to other employees.
- h) Employees who have signed the "Scheduled" Volunteer Overtime list who are not granted "scheduled" overtime may be considered for "unscheduled" overtime by signing the separate "unscheduled" overtime list.
- i) Day off overtime will be scheduled from the volunteer overtime list by seniority in the job title where the vacancy exists. After accommodating volunteers within the job title, remaining vacancies may be filled with senior volunteers from outside the job title prior to the scheduling of holdover/in early shifts.
  - 1) Four (4) hour overtime segments (hold over/in early) will be made available to a person (a volunteer) on their day off, provided they can be notified one (1) hour or more prior to the necessary reporting time.
- j) Hold over/in early overtime will be scheduled from the volunteer list by seniority within the job title where the vacancy exists. After accommodating volunteers

within the job title, remaining vacancies may be filled with senior volunteers from outside the job title. The volunteer overtime list will allow an employee to indicate how many in early or hold over shifts and on which days they are willing to work in a given week. Employees on the volunteer list may be scheduled to their maximum shifts requested in the order/priority described above.

Footnote for overtime/extra work when the plant is not in operations (excluding maintenance):

Available overtime or extra work during periods of downtime shall be made available on a volunteer basis first, based upon seniority and qualifications for the available work. Should there become a need for **required** overtime the work shall be **assigned** within the job title where the vacancy or vacancies exist.

- 1) Once employees have been scheduled for their full complement of requested 12 hour shifts, such employees will be considered as “non-volunteers” for the newly scheduled 12 hour shifts. Additional 12 hour shifts will be distributed equitably from the bottom up within the job group, following full rotation of employees in the job group.

(note: this same language has been moved to the paragraph just in front of the title “Passing of Overtime” below).

- k) Once overtime has been assigned, it becomes the employee’s “schedule”.

### **Equitable Distribution:**

Equitable distribution is a method of assigning required overtime fairly, across all qualified job holders for scheduled or unscheduled overtime when overtime volunteers are insufficient to meet the operational labor requirements of the factory. This rotation process “equitably distributes” required overtime across each job title so that no one individual accrues significantly more required overtime than other employees within the same job title.

The rotation process will begin with the lowest senior employee in the job title and will continue up the seniority roster until each employee in that job title has been assigned a segment of overtime (Voluntary or Involuntary). After the rotation has reached the highest senior employee within the job title, the process will begin again with the lowest senior employee. **Once an employee has been awarded or assigned an overtime segment, they will be moved to the bottom of the rotating overtime list.** The Company will track overtime segments worked on an ongoing basis.

When non-voluntary overtime is being assigned, the Company will start the process by notifying the least senior employee (depending on where the job title rotation process left off) of their required overtime segment. Off duty employees will return to their original place in the rotation cycle upon return from their day or days away from work.

After exhausting the requested overtime from the Voluntary Overtime Sign-up Lists, the employer may use available qualified temporary service employees when possible. The



remaining required scheduled overtime will be distributed equitably among the qualified job holders.

### **“Passing” of Overtime**

Employees will be issued six (6) passes on January 1<sup>st</sup> of each year during the term of this agreement. Provided there is a qualified replacement available, these six (6) passes may be exercised for those occasions where they wish to “pass” the mandatory overtime assigned to them through the equitable distribution system. Similarly, six (6) passes will also be issued on July 1<sup>st</sup> of each year which are available for use under the same terms for the second half of each year. Upon issuance of a new bank of passes, unused passes expire and shall not accrue. If during the year and employee does not promptly accept a required overtime segment, one “pass” will be considered as spent. Once the six passes have been spent, no other pass will be available to the employee during the current six (6) month period without exceptional cause.

No employee wishing to exercise a “pass” may leave the workplace until it is affirmed by management that a suitable replacement has agreed to accept the work on their behalf.

Under these terms, an employee may spend one (1) pass for any given day. In the event a pass is spent, the equitable distribution process will go to the next person in line under the system. Provided someone else accepts the work, the pass allows the initial person to avoid the assignment. However, if the remaining employees in the job title similarly wish to exercise (spend) their pass, the original employee must accept the work but will not be required to use their pass. If after polling the remaining employees within the job title, it is determined that all other employees have declined to accept the work, “refusal” without relief is not permitted.

### **Methods of Alerting Employees to “required” overtime**

It is presumed by the Company and Union that smaller groups of job titles will manage their required equitable distribution through their supervisors, crew chiefs and the HR department. Should inequities occur, the Company and Union will review the condition (or conditions) and resolve the inequity if found to exist.

The Human Resources department will maintain and post bi-weekly, a roster for larger groups which shows employees in seniority order. This list will be updated daily and serves as “first notification” of an employee’s impending obligation for **required** overtime (allowing for the employee to make arrangements to stay if needed).

When an employee is required to work their scheduled day off, they may request an unpaid day off to be submitted within five (5) days of working their day off. Within seven (7) days from the day the request was submitted, a future unpaid day off will be mutually agreed upon.

### **Accumulation of Overtime Hours**

- 1) The employer shall, as of the effective date of the Agreement, keep track of each employee’s total number of overtime hours worked. Employees shall be entitled to use the overtime worked rewards program in the following manner:

- a) Employees will receive one unit for each overtime hour worked.
  - b) Employees who have accumulated **one hundred (100)** units may request to cash them in for an unpaid day off on a day mutually agreed upon between the employee and the employer. The employee may continue to let their units accumulate.
  - c) Employees who have accumulated **three hundred (300)** units may, when approved in advance by the Company, cash them in and have one (1) attendance or overtime refusal point removed from their record (employees may cash in **300** hours for overtime refusal on one occasion per year) or they may continue to let their units accumulate.
  - d) Employees who have accumulated four hundred (400) units may request to cash them in for a paid day off on a day mutually agreed upon between the employee and the employer. Employees may continue to accumulate units and use them at a later date. May use up to 4 times per year.
- 2) Employees cashing in units will have their banked units reduced by the number of units required for the rewards they have requested to use.
  - 3) Rewards must be used by the employee(s) prior to leaving employment for any reason.

## **UNSCHEDULED OVERTIME**

A separate sign-up list for unscheduled overtime shall be made available throughout the week. If unscheduled overtime is determined necessary by the Company, such overtime will be assigned to senior qualified volunteers from the job title, followed by the senior qualified volunteer from outside the job title on the current "Unscheduled Volunteer Overtime List". Once the volunteer lists have been pulled, employees who signed the list can no longer add or remove their name, refuse, trade or seek out a substitute for the work they have volunteered to perform without exceptional cause and permission from management. Overtime awarding in this manner is considered "scheduled work".

1. Unscheduled "day off" overtime as well as unscheduled "hold over/in early" will be offered, from the "Unscheduled Volunteer Overtime List" by seniority in the same order and priority as described in the "Scheduled Overtime" section of this Article.
  - a) The unscheduled overtime list allows for employees to add or remove their name until the list is pulled for the day. This "pulling of the list" is to occur no sooner than two (2) hours into the shift. Any employee who is uncertain about their ability to accept the volunteer assignment should make their amendment to the list at the beginning of the shift, for once the list is pulled for the day, no employee may refuse, add or remove their name from the list, obtain a volunteer or trade OT

schedules with another employee. Unscheduled vacancies will be filled from that list and those assigned from the list are considered as "scheduled" and may not decline the work.

If the required number of employees are not available on the volunteer list, the employer will contact the temporary service to see if qualified help is available for the open position. If there is not a sufficient number of qualified temporary service employees available, the extended shifts will be distributed using the "equitable distribution system" throughout the week.

If unscheduled overtime is determined necessary by the Company, such overtime will be offered to qualified job holders (including qualified operator trainees) on the volunteer overtime list by seniority in the job title affected and on the shift required.

After having signed the volunteer list, an employee may not decline the "now scheduled" overtime that day.

Employees who do not sign the "Unscheduled Volunteer Overtime List" may make no claim to unscheduled overtime that may have been assigned to other employees.

- D. If an employee has completed their regular shift of work and has left the plant and then is called back to work within twelve (12) hours from their regular shift quitting time, he shall receive a minimum of either four (4) hours of work or four (4) hours of pay at the appropriate rate. This shall not apply if the employee's assigned shift is being changed.
- E. If an employee is scheduled to work or is called in on a day he is not scheduled to work and shows up for work at their appropriate starting time in good physical condition, and there is no work available, they shall receive a minimum of either four (4) hours work or four (4) hours pay at straight time.
- F. Holidays for which the employee is paid, but does not work, shall be counted as time worked for the purpose of computing weekly overtime, provided the employee works all of their scheduled shifts during the week in which the holiday(s) falls. However, in no event will a holiday be paid at time and one-half (1½) if no work is performed on that day.
- G. There shall be no pyramiding of any overtime or premium pay provisions.
- H. The Company will make every effort, whenever possible, to give a one (1) hour notice to employees required to work beyond their scheduled shift. Additionally, the Company will make every effort, whenever possible, to give at least one (1) day's posted notice when a department will be required to work additional hours before or after their normal shift as a result of scheduled tours or inspections.

**ARTICLE VI**  
**HOLIDAYS**

A. The following holidays will be recognized:

New Year's Day	Thanksgiving Day
Easter Sunday	Day After Thanksgiving Day
Memorial Day	Christmas Eve
Fourth of July	Christmas Day
Labor Day	New Year's Eve

B. A regular employee, as defined in Article III, shall be paid eight (8) hours at their regular straight-time rate for each of the above holidays. To be eligible for holiday pay an employee must work their last scheduled day prior to the holiday and their first scheduled day after the holiday, unless excused by management; must work on the holiday, if scheduled; and the scheduled work days before and after the holiday must fall within fifteen (15) calendar days of the holiday.

C. If an eligible employee works on any of the above holidays, they shall receive two times (2 x) the applicable straight-time hourly rate for all hours worked, plus the eight (8) hours holiday pay. The holiday period shall be the twenty-four (24) hour period from 7:00 a.m. on the holiday through 6:59 a.m. on the day following the holiday. **For employees assigned to twelve (12) hour shifts, the holiday period shall be the twenty-four (24) hour period from 5:00 a.m. on the holiday through 4:59 a.m. on the day following the holiday.**

D. If a holiday falls within a vacation week, the eligible employee shall receive holiday pay for the holiday (in lieu of vacation) and will be given the day of vacation at a mutually agreeable time.

E. If an employee works on a holiday, they shall receive holiday pay for the holiday and will be given a mutually agreeable unpaid day off to use in the future. Leave must be scheduled, but not necessarily utilized within thirty (30) days of the holiday.

**ARTICLE VII**  
**VACATIONS**

A. Regular employees with one (1) or more years of seniority shall be entitled to vacation in accordance with the following schedule:

1. One (1) year of seniority = Five (5) days paid and 5 days unpaid
2. Three (3) years of seniority = Ten (10) days paid
3. Nine (9) years of seniority = Fifteen (15) days paid
4. Fifteen (15) years of seniority = Twenty (20) days paid

B. Vacation pay shall be based upon the previous calendar year earnings. In the

first year of employment it will be based on the 52 weeks of earnings prior to the vacation. Pay shall be computed at the rate of .004 of the applicable year's earnings for each day of vacation. This means that vacation pay will be pro-rated on all hours worked.

1. Employees with twenty (20) years of seniority or more will be eligible for vacation pay computed at the rate of .0042 of the applicable year's earnings for each day of vacation.
- C. Vacation eligibility shall be determined by the employee's anniversary date of employment, beginning with the most recent date of hire.
  - D. Vacation time will be granted by mutual agreement between the Company and the employee. Once vacation is granted it must be taken as scheduled, unless changed by mutual consent between the Company and the employee.
  - E. Employees cannot waive their vacation time and draw double pay for working during the time allowed.
  - F. Vacations cannot be postponed and allowed to accumulate from year to year. However, employees may request to carry over up to five (5) days of vacation into a new anniversary year provided the employee gets approval from the Company prior to the end of the anniversary year. Carry over vacation pay will be calculated on the same earnings as the most current anniversary year being used for calculation. Employees denied vacation time by the Company may carry over such vacation time into their next vacation year. While the Company strongly encourages employees to use their vacation, an employee who has not used their earned vacation by the end of their Anniversary Year shall be paid for the earned (unused) vacation in the pay period following said Anniversary Year.
  - G. Vacation time shall be counted as time worked for purposes of determining regular employee status (Article III).
  - H. Scheduling Vacation:

Beginning on September 1<sup>st</sup> of each year, vacations shall be scheduled in advance for the upcoming calendar year. The "vacation sign-up" shall be completed by September 30<sup>th</sup> of each year.

"Vacation Sign-Up" will be accomplished in the following manner:

Prior to the "vacation sign-up" period, the Company shall determine the number of vacation slots available for each job group for the upcoming calendar year.

The senior employee in a job group will be given the opportunity to schedule all or part of their vacation for the following calendar year in full week increments, as defined by that employee's individual work schedule. When designated by the employee, the scheduling of five (5) consecutive vacation days shall constitute one (1) week. As such, the vacation so scheduled shall be no less than seven (7) days.

Once the most senior employee has designated their vacation periods for the upcoming year, the next most senior employee, within their job group, shall be given the same opportunity to schedule their vacations in the open vacation periods. This scheduling process shall continue until all eligible employees have had the opportunity to schedule their vacation.

The vacation calendar sign-up shall be approved and posted by mid-October of each year. On November 1<sup>st</sup> of each year, remaining vacation openings within each job group shall be made available to all employees within that job group, on a first come, first served basis (please see paragraph 1 under "Day At A Time Vacation"). Once an earned vacation has been approved and scheduled, the vacation period shall not be subject to change without mutual agreement between the employee and the Company.

Employees who change job titles voluntarily (bid to a new job) may be required to alter their vacation schedule so as to not jeopardize the previously scheduled vacations within the new job group.

Day at a Time Vacation:

After the "vacation sign-up" period has been approved and posted, employees may schedule up to 5 segments of 1 or more days in duration until all their remaining vacation is used/scheduled. Such day(s) at a time vacation shall be granted on a first come, first served basis for otherwise "unscheduled time" within their job group. If one or more employees in the same job group request the same period, on the same day (7:00 a.m. to 6:59 a.m.), the most senior employee shall have the first priority in the granting of the vacation day(s).

It is further understood that an employee may split two (2) vacation days per year into two (2), half day increments.

An employee who terminates as a result of retirement at Normal Retirement Age, disability (provided they qualify for a disability award under federal Social Security) or death will be eligible to receive a prorated portion of the vacation pay for which they would have qualified had they completed the anniversary year in which their termination took place.

## **ARTICLE VIII** **LEAVES OF ABSENCE**

- A. Regular employees (Article III) who lose time on scheduled work days on account of death of members of their immediate family will be paid up to three (3) days (8 hours straight time per day = 24 hours) for working-time lost as a result of making arrangements for or attendance at the funeral.

The following shall be considered as members of the employee's immediate family: their parent, step-child, brother, sister, mother-in-law, father-in-law,

brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, or grandchild. For the loss of spouse, biological child or adopted child, employees will be paid up to 5 days (8 hours straight time per day = 40 hours). The Company shall be promptly notified of such absences for the purpose of funeral leave. Funeral leave shall not be used against the employee's attendance record. Requests for additional days of unpaid leave on account of death of immediate family will be considered by the Company on a case by case basis.

Requests for unpaid funeral leave (either unpaid extensions or unpaid time for non-immediate family members) may be directed to the HR manager for consideration on a case by case basis. In the event the HR manager is unavailable, requests should be referred to a department manager.

- B. Other unpaid leaves of absence for any reason up to six (6) months duration shall be considered when requested and such leaves of absence, if granted, shall not cause any loss of seniority rights. The Company, on a case by case basis, will determine if an employee will be required to use accrued vacation days prior to the start of an unpaid leave of absence.
- C. If an employee is appointed or elected to the service of the Union, they shall be granted such leave of absence as is necessary for Union business, and upon expirations of such service, shall be reinstated on the job with the same seniority as though such leave of absence had not been taken. This shall be limited to no more than one (1) per shift and Chief Steward at any one time. If any employee accepts a full-time position with the Union, they will be given a leave of absence for the duration of this Agreement.
- D. An employee who is required to be absent from work, for which they would otherwise have been scheduled, due to being called and serving on a jury shall receive whatever straight-time pay they would have otherwise received, up to and including forty (40) hours in any one (1) week, less the amount of jury pay which they received in the same period. To be eligible for the above payment, the employee must notify their immediate supervisor at the time of their call to jury service and must furnish evidence of the amount of pay received for jury service.
- E. An unpaid leave of absence may be granted for the preparation for childbirth or adoption of an infant or to care for an infant following childbirth or adoption. Regular employees may request such a leave up to a maximum of three (3) calendar months, exclusive of weekly sickness benefits paid due to physical disability and inclusive of vacation and personal holidays. Upon return from such leave, the Company will reinstate such employee to an equivalent position in the same department for which such employee worked prior to commencement of the leave.

**ARTICLE IX**  
**HEALTH AND WELFARE BENEFITS**

- A. The Company shall sponsor a group medical plan for its regular employees (Article III) providing benefits as agreed upon by the Company and the Union. As a means to better assure regulatory compliance, the health and welfare benefits agreed herein shall begin on the first of the month following the completion of sixty (60) calendar days for those employees hired directly by the employer. Employees joining the Company after working in the factory while employed by a temporary service, shall become eligible for health and welfare benefits on the first of the month following the transition to the Company. Provided benefits may be modified from time to time by mutual agreement by the parties without changing any other provisions of the Article or this Agreement. Agreed benefits shall be identified by a Summary Plan Description (SPD) booklet provided by the Company.
- B. The Company medical coverage will be provided with the employee paying a monthly contribution of the monthly COBRA premium published in January of each calendar year for individual or family coverage. Over the life of this Agreement, employees who participate in the Company sponsored Wellness Program will pay a monthly contribution equal to eighteen percent (18%). Beginning in January, 2015, employees who do not participate in the Company sponsored Wellness Program will pay a monthly contribution equal to 22%. The required monthly employee contribution may change in January of each year based on an increase or decrease in the established COBRA premium. Details of the medical plan will be set forth in a Summary Plan Description to be provided to the Union and each employee.
- C. The current Health and Welfare Benefit Plan will remain in effect through 2023.
- D. In order to qualify for Company-paid premiums, regular employees must have worked at least 80 hours in the prior calendar month, with the following exceptions:
- 1) The Company shall continue the Company's portion of the medical premium (Article IX) for regular employees carrying insurance while on a leave of absence for a work related injury - for a period of up to six (6) months.
  - 2) The Company shall continue the Company's portion of the medical premium (section B above) for a period of up to three (3) months for eligible regular employees who wish to continue to carry medical benefits while on leave for non-work related disability.



- E. Regular employees shall be allowed to pay the full premium amount in order to maintain coverage for any month in which Company-paid premiums are not earned.
- F. Regular employees shall have a \$20,000 term life insurance policy available to them at the cost of the Company under the terms of Article III.
- G. The Company will make available their dental plan to be paid for by the employee.
- H. The Company will make available to employees both short-term and long-term disability coverage. The supplier of this coverage will make presentation to interested employees regarding such coverage. The full cost of the short-term disability plan will be borne by the employee through payroll deduction. The Company will pay the full cost of the long-term disability plan.
- I. The Company will make a vision plan available to employees to be paid for by the employee.

## **ARTICLE X** **RETIREMENT**

- A. 401K: The Company will provide a 401k for all hourly union employees, hereafter known as the Lamb Weston/RDO Frozen Union 401k (the “401k Plan”).**
- B. An employee becomes eligible to make elective contributions in the Plan for pay periods starting on the first day of obtaining “regular employee” status as outlined in Article IV, subject to enrollment procedures and other terms of the official plan document.**
- C. The Company will contribute 1% on behalf of each eligible employee, regardless of employee contribution. In addition, the Company will make a matching 401(k) contribution equal to 50% of the first 3% of eligible employee’s contributions.**
- D. Employees are always fully, or 100% vested in their own contributions and in the earnings on those contributions. Employees vest in the company contributions (and the earnings) over time. After one year of service, employees are 20% vested in the Company contributions and the earnings on those contributions. Then, employees vest at an addition 20% for each additional year of vesting service they earn, until they are fully vested after five years. This is called five-year graded vesting. Employee plant seniority will be considered for the purpose of vesting, provided 1000 hours were worked in the crediting year(s).**
- E. Details involving eligibility, enrollment, contribution levels, company matching contributions investment funds, qualified earnings, rollover information and other contained in the Summary Plan Description (SPD) which is available on the employees online 401(k) account or in the Human Resources Office.**
- F. All new employees will be automatically enrolled in the Employer’s 401(k) plan contributing three percent (3%). The new employee will have the option to opt out of the Employer’s match.**
- G. The company will make a one-time contribution of 2% of 2019 earnings on behalf of employees that are age 50 and over upon ratification.**

**NOTE: As a result of this Agreement, Lamb Weston/RDO Frozen will withdraw from the Northern Minnesota-Wisconsin Retail Clerks Pension Fund.**

**ARTICLE XI  
WAGE RATES**

- A. The rate of pay applicable for the term of this Agreement for each established job titles is set forth in "Schedule A" and "Schedule B" which is attached hereto and made a part hereof.
- B. A shift differential of \$0.30/hour shall be paid for hours worked on the Swing Shift and 0.75/hour for hours worked on the Graveyard Shift. Employees working regular twelve (12) hour shifts **shall receive \$0.25/hour for all hours worked on the AM shift (5 a.m. – 5 p.m.) and \$0.75/hour for all hours worked on the PM shift (5:00 p.m. – 5:00 a.m.)**
- C. A premium of \$1.00/hour shall be paid for shift rotation positions. This premium shall be in lieu of shift differential. For the purpose of this Article, "Rotation" positions include only those employees who work all three shifts in the course of a single work week.
- D. Any employee who is a Company-designated, fully qualified emergency response team responder will be compensated an additional \$0.25 per hour worked. Loss of responder team qualifications will result in the loss of the twenty five cents (\$0.25) per hour.
- E. Maintenance electricians, who are certified in Arc Flash as determined by the Company and ruling regulatory standards, will have an additional twenty five cents (\$0.25) per hour added to their individual wage rate. Loss of qualification will result in the loss of the \$0.25. Should a maintenance electrician also become certified/qualified for the emergency response team, an extra twenty five cents (\$0.25) per hour will be due and authorized. Loss of responder team qualifications will result in the loss of the \$0.25.
- F. **To meet the ongoing needs for language interpreters, the Company shall have the ability to determine the needs and post for interest in the role of interpreter or interpreters on any given shift. Employees expressing interest in this role will be interviewed to determine qualifications. If the Company determines that two or more employees are equally qualified, seniority will be the determining factor. Disputes involving selections will be reviewed by a Focus group made up of the Supervisor of Human Resources, the Chief Union Steward, two (2) salaried and two (2) hourly employees. Employees that accept an interpreter position shall be compensated and additional twenty-five (\$0.25) cents for all hours worked. The Company will have the right to determine qualifications, as well as the scope of work for individuals in the interpreter position.**

**ARTICLE XII**  
**JOB DESCRIPTIONS**

**The Employer shall notify the Union of changes to the duties in any job or the creation of a new job. The Employer shall assign the level of pay to the changed or new job and notify the union of such. If the Union disagrees with the proposed pay level, a grievance can be filed per Settlement of disputes contesting the proposed rate. If the Employer changes the qualifications of a job, incumbent employees shall be given reasonable time to obtain the new qualifications.**

**ARTICLE XIII**  
**CLOTHING AND EQUIPMENT**

- A. Necessary equipment, to include personal protective equipment, will be provided to employees at no cost, provided the issued equipment is returned when worn out or no longer deemed usable by the Company. Worn or used equipment that is not returned or satisfactorily accounted for, will be charged to the employees via payroll deduction at no more than the cost to the Company. Employees shall be responsible for the proper care of such equipment and will be charged for replacement if the equipment is made unusable due to the employee's negligence.
- B. Shoe Program/Policy
- The Company's policy regarding safety shoes is not substantially different than its policy for other safety equipment. In practice, the Company will determine what shoes and vendors are included in the program for any given work group or classification. When it is determined that an employee's safety shoes are in need of replacement, the Company will provide the employee with an appropriate voucher, made out to a Company-approved vendor, in the full amount of the negotiated price of the shoe. If an employee chooses to "up-grade" their safety shoe, such an upgrade must be to a shoe that meets the safety standards as determined by the Company. Any "additional cost" for the upgrade, will be the responsibility of the employee.
- C. Personal protection equipment, operating supplies or medically necessary equipment brought to work by the employee must be approved by the Company for sanitary and safety reasons.
- D. Maintenance employees will be required to maintain the tools specified by the Company at their expense.
- E. The Company will replace equal value hand tools that are broken on the job.

Designated employees who use authorized personal tools in the workplace may turn in worn tools. These "worn out" tools may be exchanged for a like or similar tools if they were worn out in the course of work covered by this agreement. It is understood that this provision is limited to an exchange of high quality tools only.

Illustrative examples of "high quality" would include brands such as Proto, SK, Craftsman and Snap-on.

**F The Company will provide safety vests to employees required by the PPE matrix, consistent with existing language in Article XIII. The company will review the PPE matrix within 30 days of ratification to determine if additional packaging employees should be included in the matrix as mandatory safety vest required. The results of this review will be reported out as the next available LMC meeting.**

#### **ARTICLE XIV SAFETY**

- A. The Company and the Union recognize the importance of safe working conditions and agrees to continue to make adequate provisions, as required by State and Federal law, in the plant for the safety and health of its employees during the hours of their employment.
- B. Employees shall follow all safety standards, rules, and regulations, wear and use all prescribed protective equipment while at work, and report injuries, unsafe or hazardous conditions to supervision or a member of the Safety Committee.
- C. A Safety Committee shall consist of members selected by the Company from both within and outside of the Bargaining Unit. Length of service may be staggered to insure continued experienced participation. A Chief Steward of the Union or the Union's designee shall be a permanent member. The Safety Committee shall perform whatever functions are assigned to help maintain effective communication of safety policies to employees and create and maintain active employee interest in safety. Duties shall include periodic meetings; review of accidents, on-the-job injuries, and safety related suggestions from any source; assistance in planning activities to stimulate employee interest in safety; and recommending corrective actions to facilitate safety-related changes in work environment and work practices. These suggestions and recommendations shall not be binding on the Company, and they will neither imply nor create any type of liability on the Company, the Union, or the employee members of the Committee.

#### **ARTICLE XV INJURY TIME LOSS**

- A. The Company may offer the first available job position, for which an employee on injury time loss shall be both medically qualified and shall meet all other requirements as set forth in this Labor Agreement. The Company shall be free to modify or create a position to suit the medical qualifications.

Upon offering said position, the employee shall make every effort to return to work at the employee's regular rate of pay at which time the injury leave shall be ended.

- B. When an employee who is injured at work and leaves the Company premises, they must punch out upon leaving and punch in upon returning. Regardless, an employee, who is injured at work and cannot continue working, will be paid for the balance of the day.

**ARTICLE XVI**  
**MISCELLANEOUS**

- A. There shall be one (1) - ten (10) minute relief break in the first half of the shift, and one (1) - ten (10) minute relief break in the second half of the shift, and one (1) - twenty (20) minute lunch break in the middle of the shift.
- B. When an employee is called in four (4) hours early, that employee will receive one (1) ten minute break after two (2) hours of work and one (1) ten minute break at shift change. When an employee is held over, that employee will receive one (1) ten minute break at shift change and one (1) ten minute break in the middle of the four (4) hour hold over period. When an employee is held over or called in early for less than three (3) hours, that employee will receive one (1) ten minute break at the shift change only.
- C. Job title definition: For the purpose of the Agreement, each job covered shall have a specific job title. Questions about the proper categorizing of an existing or future job title shall be settled by reviewing the job posting, job description, and the rate of pay. In no settlement can be reached, the parties are free to use Article XVII (Settlement of Disputes) for resolve.
- D. The parties agree that the Supervisors and others outside the bargaining unit will continue to perform the same work they have been performing in accordance with established past practice, provided that their job duties will not be enlarged in the future to take work away from the bargaining unit.
- E. Representatives of the local Union may visit the plant during normal operations, provided each representative first presents themselves to the Plant Manager and obtains permission to visit the plant, and provided they do not interfere with operations.
- F. If an employee at work is to have their starting time changed for the next day, it is the responsibility of the Supervisor to notify that employee of such starting time change before the employee leaves work.
- G. The Company agrees to deduct amounts designated by employees for the UFCW Active Ballot Club (ABC) when the Company has been furnished an individual written authorization for making such deductions. It is agreed that the ABC authorization is to be voluntary. The Company agrees to remit the ABC contributions to Local # 1189 in the same manner as Union dues.

**ARTICLE XVII**  
**DISCHARGE AND DISCIPLINE**

- A. The employer shall not discharge or suspend any non-probationary employee without just cause, and shall give warning notices of infractions/complaints to the employee in writing.

However, no written warning notice need be given to an employee for such offenses as dishonesty, violation of the Lamb-Weston Drug and Alcohol Policy (in compliance with Minnesota State Law), any assault of a customer, supervisor, guest or fellow employee, sabotage, carrying of unauthorized passengers in vehicles being used for Company business, failing to comply with lock out/tag out procedures, confined space entry procedures, fall protection procedures (working in elevated areas), trailer securing measures, violent behavior, or gross misconduct.

Violation of other reasonable rules, implied or expressed, will be dealt with under a progressive disciplinary procedure. It is understood, however, that violation of a serious nature may be advanced one or more steps, or be cause for summary discharge, depending on the seriousness of the violation.

- B. Grievances relative to the discharge or discipline of employees will be handled in accordance with the Article XVIII, Settlement of Disputes.

#### **ARTICLE XVIII** **SETTLEMENT OF DISPUTES**

- A. A "grievance" is hereby defined as any dispute between the Employer and the Union or between the Company and any employee arising during the effective term of this Agreement and involving the interpretation or application of the express terms of the Agreement.
- B. The procedure contained in the Article for resolving grievances and the remedies available under this Article shall be strictly construed and wholly exclusive. Neither the Company nor the Union shall be required to submit any grievance to arbitration under this Article at any time after this Agreement terminates.
- C. The existing wage structures are not subject to the provisions of this Article for determination or alteration.
- D. Union shall not be required to press employee grievances if, in the Union's opinion, such grievance lacks merit. With respect to the processing, settlement, arbitration, and/or disposition of any grievance, the Union shall be the exclusive representative of the affected employee(s).
- E. The processing, settlement, disposition, and/or arbitration of any grievance by and between the Company and the Union shall be final and binding on the Union, its members, affected employees, and the Company.
- F. The Union and Company agree to act promptly in seeking resolution of all grievances. Informal resolution is encouraged at all stages of the grievance

process; however, informal discussions shall not extend the time limitations contained in this Article. The time limits set forth in this Article may be extended only by mutual agreement. Absent such an agreement, should either party fail to adhere to the time limitations of this Article, that party shall be deemed to have waived its position and the grievance shall be deemed settled in favor of the other party.

G. **At any step in this grievance procedure the Executive Board of the Local Union shall have the final authority, in respect to any aggrieved employee covered by this Agreement, to decline to process a grievance, complaint, difficulty or dispute lacks merit or lacks justification under the terms of this Agreement, or has been adjusted or justified under the terms of this Agreement, to the satisfaction of the union Executive Board. The Company shall not be liable for back pay from the time a grievance is elevated to the Executive Board Review until such time the Company is notified of the Union's desire to advance the grievance to arbitration.**

H. Should any misunderstanding or grievance arise, an earnest effort shall be made to settle the matter promptly in the following manner:

Step 1: By conference between the aggrieved employee and the Supervisor, with or without the Union Steward, within five (5) working days following the act which gave rise to the complaint, unless impossible to do so. If no satisfactory settlement is reached; then,

Step 2: The aggrieved employee, the Union Steward, and the Human Resources Manager or designee **will arrange a meeting** within three (3) working days after the Step 1 meeting. If no satisfactory settlement is reached; then,

Step 3: The grievance shall be reduced to writing, signed by the aggrieved employee and the Union Steward, and presented to the Company within three (3) working days after the Step 2 meeting; then,

Step 4: Within five (5) working days after the Step 3 grievance arrangements will be made for a conference between the business representative of the local Union and headquarters' representative of the Company. The Company's answer to the grievance presented in this Step shall be in writing and will be submitted to the Union within ten (10) days after the Step 4 meeting. **Terminations will automatically advance to Step 4.**

**Mediation: If the grievance is not resolved under Step 4, by mutual agreement, either party may submit the matter to non-binding mediation. The services of the Federal Mediation and Conciliation Service (FMCS) will be used for this mediation. Mediation must be requested within ten (10) days of the Step 4 response.**

Arbitration: If no satisfactory settlement is reached within ten (10) days after the answer in Step 4 has been received, and only if the grievance relates to the interpretation or application of the specific provisions of this Agreement, it may be referred, at the request of either party, to arbitration in accordance with the following provisions:

1. The Federal Mediation and Conciliation Service shall be requested to submit a panel of seven (7) arbitrators. From this list of arbitrators, the Company representatives and the Union representatives shall alternately strike names until one name remains.
2. During any such dispute, complaint or grievance, the employee(s) concerned shall continue to work, except those who may have been discharged or placed on disciplinary layoff. The decision of the arbitrator shall be binding on all parties involved.
3. The arbitrator shall have no authority to add to or subtract from, or to disregard, modify, or otherwise alter, any terms of this Agreement. The arbitrator's authority is limited specifically to the interpretation or application of express provision of this Agreement.
4. It is agreed that no grievance shall be subject to arbitration unless it has been processed through all the steps of the grievance procedure as outlined in this Agreement.
5. Each party shall pay its own expenses of the arbitration and the expense of the arbitrator shall be shared equally.

#### **ARTICLE XIX** **NO STRIKE - NO LOCKOUT**

- A. During the term of this Agreement, there shall be no strike (including Sympathy Strikes), stoppage, slowdown, or suspension of work on the part of the Union or any of its members, or lockout on the part of the Company.
- B. In the event the Union, or any of its members, violate item "A" above, the Union shall immediately order its member(s) to resume their normal duties, notwithstanding the existence of any picket line. In addition, the Union, or its members individually, shall not question the unqualified right of the Company to discipline or discharge employees engaged in, participating in, or encouraging such action.

#### **ARTICLE XX** **MILITARY LEAVE**



In the event an employee enters the military service of the United States, their seniority and all other rights shall be reinstated in accordance with the provisions of the Universal Military Training and Service Department.

**ARTICLE XXI**  
**DURATION OF AGREEMENT**

This Agreement shall be in effect from the 7<sup>th</sup> day of January, 2020, to the 7<sup>th</sup> day of January, 2023 and thereafter from year to year unless written notice of desire to change, modify, or terminate the Agreement is given by either party to the other party one hundred twenty (120) days prior to the annual date of expiration.

**ARTICLE XXII**  
**COMPLETE AGREEMENT**

The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The Company and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though contemplation of either or both of the parties at the time they negotiated or signed this Agreement. All rights and duties of both parties are specifically expressed in the Agreement and such expression is all inclusive. This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining for its term, subject only to mutual desire by both parties to amend or supplement at any time, and except for negotiations over a successor collective bargaining agreement.

Lamb-Weston/RDO Frozen Co.  
Park Rapids, Minnesota

By: 

Date: 2/7/2020

United Food and Commercial Workers  
Union, Local #1189

By: 

Date: 2/3/2020

## **MEMORANDUM OF AGREEMENT**

1. The Company shall provide an area to be used for smoking only.
2. LABOR MANAGEMENT COMMITTEE:

The parties agree to test the principle of Interest Based Bargaining (IBB) in the Labor Management Committee. To facilitate the process, the Company and Union will arrange for training and instruction in the process from the Federal Mediation and Conciliation Service (FMCS). The Committee will continue to be made up of an equal number of representatives from the Company and the Union. This Committee will plan to meet on a quarterly basis. The Committee shall not be involved with, nor have authority, nor be responsible for, the settlement or processing of individual grievances or problems. The Company reserves the right to discontinue such meetings if the Committee attempts to use these meetings for purposes for which they were not intended.

3. The Company will provide the Union copies of upgrading tests, and current job descriptions as well as qualifications required for upgrading.

<b>PARK RAPIDS SCHEDULE A</b>			
	1/5/2020	1/3/2021	1/2/2022
Trim/Inspection	\$ 14.73	\$ 15.10	\$ 15.47
Freezer/Tote Dump/Trim II (Trim/Inspect)	\$ 15.06	\$ 15.43	\$ 15.82
Dyna Pak Loader/Recoup/Trim II	\$ 15.17	\$ 15.55	\$ 15.94
Sanitation	\$ 15.17	\$ 15.55	\$ 15.94
Sanitation/Janitor	\$ 15.17	\$ 15.55	\$ 15.94
Truck Unloader	\$ 15.58	\$ 15.97	\$ 16.37
COP Loader	\$ 15.74	\$ 16.14	\$ 16.54

<b>PARK RAPIDS SCHEDULE B</b>			
	1/5/2020	1/3/2021	1/2/2022
Operator Trainee	\$ 16.46	\$ 16.87	\$ 17.29
Raw Receiving Operator	\$ 16.46	\$ 16.87	\$ 17.29
Maintenance Helper	\$ 16.46	\$ 16.87	\$ 17.29
Flumer Operator	\$ 16.46	\$ 16.87	\$ 17.29
<b>Sanitation II</b>	<b>\$ 16.46</b>	<b>\$ 16.87</b>	<b>\$ 17.29</b>
Trim Mentors ***	\$ 16.46	\$ 16.87	\$ 17.29
Knife Sharpener ***	\$ 16.46	\$ 16.87	\$ 17.29
Manifest Operator	\$ 16.70	\$ 17.11	\$ 17.54
Process Forklift Operator	\$ 16.70	\$ 17.11	\$ 17.54
Cold Storage Forklift Operator	\$ 16.78	\$ 17.20	\$ 17.63
Palletizer Operator	<b>\$ 16.78</b>	<b>\$ 17.20</b>	<b>\$ 17.63</b>
Sanitation Specialist***	\$ 17.08	\$ 17.50	\$ 17.94
Groundskeeper	\$ 17.24	\$ 17.67	\$ 18.11
Palletizer Specialist***	\$ 17.24	\$ 17.67	\$ 18.11
ADR Operator	\$ 18.09	\$ 18.54	\$ 19.01
Process Operator I	\$ 18.09	\$ 18.54	\$ 19.01
Packaging Operator I	\$ 18.09	\$ 18.54	\$ 19.01
ADR Operator II	\$ 19.08	\$ 19.56	\$ 20.05
Process Operator II	\$ 19.08	\$ 19.56	\$ 20.05
Packaging Operator II	\$ 19.08	\$ 19.56	\$ 20.05
Process Maintenance II***	\$ 19.08	\$ 19.56	\$ 20.05
Packaging Maintenance II***	\$ 19.08	\$ 19.56	\$ 20.05
Refrigeration Maintenance II***	\$ 19.08	\$ 19.56	\$ 20.05
General Operator	\$ 19.31	\$ 19.79	\$ 20.29
Ray Receiving Crew Chief ***	\$ 19.73	\$ 20.22	\$ 20.73
Loading Dock Crew Chief ***	\$ 19.73	\$ 20.22	\$ 20.73
ADR Crew Chief ***	\$ 19.73	\$ 20.22	\$ 20.73
Production/Packaging Crew Chief ***	\$ 19.73	\$ 20.22	\$ 20.73
Sanitation Crew Chief***	\$ 19.73	\$ 20.22	\$ 20.73
<b>Sanitation/Groundskeeper Crew Chief***</b>	<b>\$ 19.73</b>	<b>\$ 20.22</b>	<b>\$ 20.73</b>
<b>Boiler Maintenance I***</b>	<b>\$ 21.47</b>	<b>\$ 22.01</b>	<b>\$ 22.56</b>

Process Maintenance III	\$ 21.47	\$ 22.01	\$ 22.56
Packaging Maintenance III	\$ 21.47	\$ 22.01	\$ 22.56
Refrigeration Maintenance III	\$ 21.47	\$ 22.01	\$ 22.56
Crew Chief II ***	\$ 23.62	\$ 24.21	\$ 24.81
Refrigeration Crew Chief ***	\$ 23.62	\$ 24.21	\$ 24.81
Packaging Maintenance Crew Chief ***	\$ 23.62	\$ 24.21	\$ 24.81
Process Maintenance Crew Chief ***	\$ 23.62	\$ 24.21	\$ 24.81
Off Shift Maintenance Crew Chief ***	\$ 24.79	\$ 25.41	\$ 26.05
Electrical Maintenance ***	\$ 26.38	\$ 27.04	\$ 27.72
<b>Boiler Maintenance II ***</b>	<b>\$24.00</b>	<b>\$ 24.60</b>	<b>\$ 25.22</b>
<b>Boiler Maintenance III***</b>	<b>\$27.00</b>	\$ 27.68	\$ 28.37
Electrical Maintenance Crew Chief***	\$ 28.05	\$ 28.76	\$ 29.47
Process Control Tech ***	\$ 28.64	\$ 29.35	\$ 30.09
Boiler Maintenance Crew Chief ***	\$ 28.85	\$ 29.58	\$ 30.31

Shift alignment eligible provided the job holder currently holds the necessary qualification, licenses and/or certificates when required for a shift preference.

\*\* The "Off-Shift Maintenance Crew Chief" may realign by shift if vacancy is in Process or Packaging.

\*\*\* Interview position.

Any Crew Chief relieving a Supervisor for four (4) hours or more in a day shall be paid an additional twenty dollars (\$20.00) for that day.

January, 2008

**Memorandum of Understanding  
Park Rapids, MN  
Lamb-Weston/RDO and UFCW Local # 1189  
Mid-Term Wage Adjustments**

**Purpose of this Memorandum of Understanding.** The Company and Union believe that it is in the best mutual interests to have a process in place to assess the wages being paid to the employees in various job titles during the term of the current labor agreement. The purpose of this MOU is to maintain employee wages at levels that will enable the Company to be competitive in the marketplace of people and to recruit and retain qualified employees. Designated representatives of the Local Union (generally the Business Agent and/or the President) and designated representatives of the Company (generally the HR Manager and/or Plant Manager) will develop the criteria and determine the protocol to be followed for the assessment process and present their recommendations to the President of the Local Union and the Director of Labor Relations for the Company (or their designee).

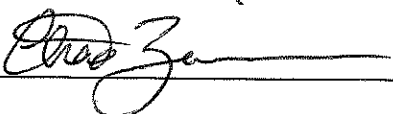
**Triggering events.** The Company and Union agree that the evaluation process will be undertaken by designated employees of Local Union and Company if two or more of the triggering events have occurred at the same time during the term of the collective bargaining agreement.

- A) The turnover rate for the job title in question at the plant exceeds 30% for the preceding twelve (12) months.
- B) The time required for the Company to fill the job title vacancy in question exceeds sixty (60) days
- C) The wages paid by the Company for the job title in question is detrimentally lower than the wage being paid by legitimate competitors for the labor skill or job title in question

**Commencing the Assessment Process.** The designated employees of Local Union and Company will meet to determine if any two or more of the triggering events (or less than two if agreed to by the Company and Union), stated in this MOU have taken place and, if so, to commence the evaluation process. The process will be completed within thirty (30) days and the results and recommendations shall be presented to the President of the Local Union and the Director of Labor Relations of the Company (or their designees), for their joint approval or rejection of the recommendations.


**Federal Mediation Conciliation Service.** If the designated employees of Local Union and Company are unable to agree on the action to be taken or the wage adjustments to be made after the evaluation process is completed or if the LMC is unable to agree that any two triggering events have occurred, then the Company and Union will attempt to resolve the disagreement(s) using interest based mediation which will be conducted by and in accordance with the regulations of the Federal Mediation Conciliation Service.

Lamb-Weston/RDO Frozen, Co.  
Park Rapids, Minnesota

By: 

Date: 2/7/2020

United Food and Commercial Workers  
Union, Local #1189

By: 

Date: 2/3/2020

Last Review: January, 2014

Personal Contract Days

Effective Date 01/01/05

By mutual agreement between the Company and the Union, but outside the Labor Agreement:

New employees after completing their probationary period (60 days) shall be awarded two (2) personal days for the remainder of their first year of employment. New employees who were originally awarded two (2) personal days, may carry over any unused personal days into their next anniversary year award (in their second year of employment).

All regular employees will receive their award of three (3) personal days upon reaching their anniversary each year thereafter.

- A regular employee who does not use all of their three (3) personal days during any anniversary year may carry the remaining portion into the next anniversary year a maximum of six (6) days at any one time. Unused days in excess of six (6) are forfeited.
- Personal days may be taken for bona fide emergencies with standard "call in" notice to the HR department. Personal days for non-medical/non-emergency reasons should be pre-arranged with Human Resources and/or the employee's supervisor. For the purpose of this benefit, pre-arrangement should be no less than twenty-four (24) hours in advance of the requested "non-emergency/non-medical" time away from work.
- It is understood that an employee may exchange three (3) personal contract days for one (1) paid day off, at a time mutually agreeable to the Company and the Employee. Requests should be completed on a vacation request form.

It is the intention of the Company to leave this policy in place for the foreseeable future. Changes or amendments to this policy may be undertaken with the mutual consent of the Company and UFCW – Local 1189.

Lamb-Weston/RDO Frozen, Co.  
Park Rapids, Minnesota

By: 

Date: 2/7/2020

United Food and Commercial Workers  
Union, Local #1189

By: 

Date: 2/3/2020

Latest update: 01/07/2020

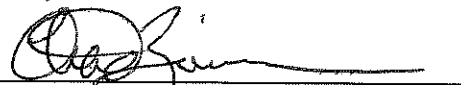
## Longevity/Retention Incentive

Employees active on the payroll on December 1<sup>st</sup>, 2020, who have a minimum of one year of service on that date, will be eligible for a Longevity/Retention incentive created and authorized under the authorities granted in Article II. A. as follows:

- The payout under the Longevity/Retention Incentive program will take place on the 1<sup>st</sup> pay period following December 1<sup>st</sup>, 2020 and will incorporate individual hours worked between December 2<sup>nd</sup>, 2019 and December 1<sup>st</sup>, 2020.
  - Year two will incorporate individual hours worked between: December 2<sup>nd</sup>, 2020 and December 1<sup>st</sup>, 2021
  - Year three will incorporate individual hours worked between: December 2<sup>nd</sup>, 2021 and December 1<sup>st</sup>, 2022
- Employees with less than one (1) year of service on December 1<sup>st</sup>, in any contract year are not eligible for the Longevity/Retention Incentive.
- Employees with one (1) year of service, but less than five (5) years of service on December 1<sup>st</sup>, will be eligible for \$0.05 for hours worked in the previous 12 months.
- Employees with five (5) years of service, but less than ten (10) years of service on December 1<sup>st</sup>, will be eligible for \$0.10 for hours worked in the previous 12 months.
- Employees with ten (10) years of service, but less than fifteen (15) years of service on December 1<sup>st</sup>, will be eligible for \$0.15 for hours worked in the previous 12 months.
- Employees with fifteen (15) years of service, but less than twenty (20) years of service on December 1<sup>st</sup>, 2018 will be eligible for \$0.25 for hours worked in the previous 12 months.
- Employees with twenty (20) years of service or more on December 1<sup>st</sup>, 2018 will be eligible for \$0.35 for hours worked in the previous 12 months.
- Hours worked in excess of forty (40) in one week will be eligible for an overtime rate not to exceed one and one half times (1½ X) the normal incentive bonus rates described above.


*This longevity/retention incentive shall not be withdrawn during the life of the collective bargaining agreement that runs from January, 2020 through January, 2023.*

Lamb Weston/RDO Frozen Co.  
Park Rapids, Minnesota

By: 

Date: 2/7/2020

United Food and Commercial Workers  
Union, Local #1189

By: 

Date: 2/3/2020



## Perfect Attendance Star Board *Enhanced*

In an effort to enhance the current "Star Board", the Company is establishing four (4) Star Board levels of excellence.

- The General Star Board Member is established by achieving and maintaining perfect attendance.
- The Silver Star Board member is established by achieving and maintaining perfect attendance for one (1) year
- The Gold Star Board Member is established by achieving and maintaining perfect attendance for five (5) years
- The Platinum Star Board Member is established by achieving and maintaining perfect attendance for (10) or more years.

General Star Board benefits

Silver Star Board benefits

General member benefits plus:

- Star status would allow for one (1) tardy of up to an hour, or two (2) tardies of less than 30 minutes in the course of one year without loss of Star Board status.

Gold Star Board benefits

Silver Star Board benefits plus:

- one absence in the course of one year without loss of Star Board status.

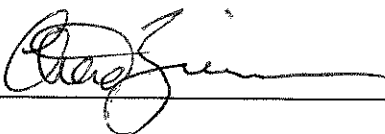
Platinum Star Board benefits

Gold Star Board benefits plus:

- 3 absences in the course of a year, without loss of Star Board status.

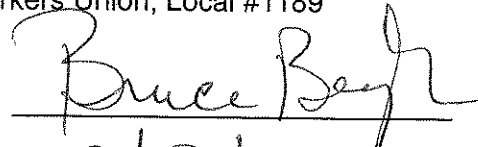
*NOTE: The benefits listed above apply to the "Star Board" only and do not have an effect on the Attendance Policy.*

Lamb-Weston/RDO Frozen Co.  
Park Rapids, Minnesota

By: 

Date: 2/7/2020

United Food and Commercial  
Workers Union, Local #1189

By: 

Date: 2/3/2020

## Park Rapids Clean Up Crewing & Scheduling Procedures

December 14, 2016

The Company and the Union have jointly developed the following scheduling procedures that shall be adhered to while crewing plant cleanup activities when cleanup day(s) occur.

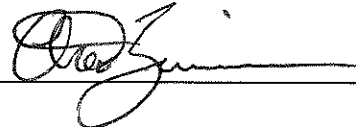
- Individual not on their regular scheduled day off shall be crewed to plant clean up first.
- If Additional employee(s) are necessary to complete cleanup activities, employees who volunteer to work their scheduled day off will be crewed to plant clean up.
- If there is still not enough employees to meet the demand for cleanup, employees on their scheduled day off shall be crewed in accordance with Article V., C. distribution of Overtime procedures, until targeted crewing levels are achieved.

### Additional Considerations

- Employee(s) scheduled clean up activities should be prepared to stay until cleanup activities are completed. This may be beyond the normally scheduled 8 hour shift
- The above scheduling procedures shall apply to all employees working clean up, sanitation and other operational activities on a day when the plant is down during cleanup activities. It is not intended to dictate maintenance activities or other plant operations

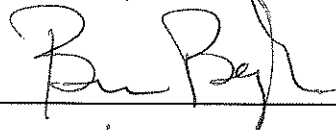
The intent of these procedures is to develop methods and procedures for scheduling cleanup activities, while preserving as many employees regular day(s) off as possible. The effectiveness of the above clean up procedures shall be jointly reviewed by management and the union no less than every 6 months. The effectiveness shall include a review of unplanned vacancies and achievement of desired crewing levels, cleanup effectiveness (swab and sanitation data review) and the overall execution of the cleanup (were they completed within planned timeframes). If deficiencies are determined in this review, the joint committees will discuss mutually agreeable alternatives or modifications to these procedures or discontinuation of these procedures.

Lamb-Weston/RDO Frozen Co.  
Park Rapids, Minnesota

By: 

Date: 2/7/2020

United Food and Commercial  
Workers Union, Local #1189

By: 

Date: 2/3/2020