



Lamb Weston / RDO Frozen Foods

Effective
01/08/2026 – 01/07/2029

United Food and Commercial Workers Union
Local 1189

2002 London Road
Duluth MN 55812
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AGREEMENT

between

LAMB WESTON/RDO FROZEN FOODS



Lamb Weston
RDO
Frozen

and

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



JANUARY 8th, 2026 through JANUARY 7th, 2029

United Food & Commercial Workers – Local 1189

**(218) 728-5174 (Northern Division)
(800) 942-3546 (Toll Free)
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**(218) 728-4231
(877) 752-3863 (Toll Free)**

Lamb Weston/RDO Frozen

**(218) 732-7252 (Phone)
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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.

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AGREEMENT

This Agreement, entered into this **8th day of January, 2026** 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 of negotiating 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 1 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 2
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 3
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 4
Union Access to Employee Information

In order to effectively represent and serve bargaining unit employees, the Employer shall provide the Union with a complete and accurate list of all employees in the bargaining unit. This list shall be furnished to the Union in electronic format on a monthly basis and shall include the following information for each employee:

- 1. Full Legal Name**
- 2. Home Address**
- 3. Social Security Number**
- 4. Job Title / Classification**
- 5. Status (Ft/PT)**
- 6. Department or Work Location**
- 7. Hourly Rate or Salary**
- 8. Total Hours Worked-Year to date.**
- 9. Date of Hire**

This information shall be transmitted securely and, in a format, agreed upon by both parties (e.g., Excel, CSV, or secure portal).

The Employer shall provide this list to the Union no later than the 10th calendar day of each month and upon request during contract negotiations, grievance procedures, or other representational activities as necessary.

The Union agrees to safeguard this information and use it solely for the purpose of collective bargaining, representation, grievance administration, and other legitimate union functions consistent with applicable laws and privacy protections.

ARTICLE 5
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. 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.

Article 6
Shift Preference/Job Posting/Bidding

A. Shift Preference /Job Posting/Bidding:

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 **or a Union Representative or Steward can be authorized to sign a job posting for an employee that is not present during the posting period.** When the employee returns to work, the employee must resubmit for **job postings that were signed on their behalf** and 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. 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.

Interview Positions: in the event the Company determines that 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 hourly employees from the departments involved.

- 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. This ten (10) day period (three (3) day orientation and seven (7) day training period) will happen at the company's earliest convenience after the award of the bid. After this period, the employee may be returned to their previous position until which time the company can release them to their new position. Upon their release to their new position, they will start their 11th day. If the employee decides to forfeit the job between the 11th day and the 59th 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 Company will determine an Employee as qualified at the completion of 60 shifts. The Company may disqualify prior to the completion of 60 shifts if the Company determines they are not showing progress.** 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) **shifts** of the evaluation process the "operator trainee" will not be subject to required overtime.
 - b) 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.
 - c) 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.
 - d) 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. **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.**

Article 7 **Temporary Vacancies**

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.

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.

Article 8 **Reduction in the Work Force**

In the event of a proposed or actual reduction in the work force the Employer will notify the Union at least 30 days prior or as soon as practicable. Upon request of the Union the parties will discuss the implementation or effect of any reductions. When a reduction in work force occurs, the most senior employee[s] holding the job title may volunteer for the reduction. **For a reduction in workforce for five consecutive workdays**, 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:

- A. 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.
- B. Without sufficient seniority or qualification to accomplish (1) above, employee(s) must:
 - 1. 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.

2. 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.)
- C. **If there are any vacant positions within the bargaining unit, the employee can accept a vacancy rather than #1 or #2 above. If there is more than one vacancy, they may choose which vacancy to accept. Employees accepting a vacancy will be treated as a new employee in terms of training for the position.**
- D. Once an employee has been in a bumped position for a consecutive period of 12 months, that position shall become their bid position.
- E. 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.
- F. 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.
- G. 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.

ARTICLE 9 HOURS OF WORK

The work week will be from 5:00 a.m. on Sunday to 4:59 a.m. on the following Sunday.

ARTICLE 10 OVERTIME/EXTRA SHIFTS

8-Hour Shifts and 10-Hour Shifts: All hours worked in excess of **your regularly scheduled 8-hour or 10-hour shift** and (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.

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.

- A. 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.

There shall be no pyramiding of any overtime or premium pay provisions

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.

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.

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.

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.

Article 11

Distribution of Overtime:

- A. The work week will be from 5:00 a.m. on Sunday to 4:59 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:

1. Who are working at regular time first.
2. Employees who are available at time and one half (1 ½ x) rates.
3. Employees **who are** available at double time (2 x) rate. **This** will be distributed by job title or seniority as outlined and authorized elsewhere in this Article.

Once overtime has been awarded or assigned, it becomes the employee's schedule.

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.

Article 12 **Scheduled Overtime**

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). For positions on a 12-hour schedule, employee on the opposite A.M. or P.M. shift.
- B. The top senior qualified employee from other job titles, on the same shift as the overtime opportunity; (i.e. day off). For positions on a 12-hour schedule, employee on the opposite A.M. or P.M. shift.

- C. The top senior employees on other shifts in the same job title;
- D. Top senior qualified employees from other job titles on other shifts;
- E. The **overtime** will be filled using the equitable distribution system.
- F. In the event an employee volunteers to work overtime in a different job title and is awarded the overtime; award may be changed if a **need** occurs in their “regular” job title.
- 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.

Article 13
Plant not in operations:

- A. 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 **overtime** exists.

 - 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.
- B. **Scheduled layoffs: Where there is need for reduced number of employees and is of a predictable nature, i.e. a scheduled shutdown, the Employer shall reduce by assigning the scheduled layoff in the following manner:**
 - 1. **The Employer shall seek volunteers starting with the most senior employee within the affected classification.**
 - 2. **If there are no volunteers the Employer may assign the scheduled layoff by reverse order of seniority on a rotating basis.**

Alternative Work Assignments: The Employer may, rather than layoff, assign employees to work that they are qualified to perform in other departments in reverse order of seniority. The Employer shall keep the employee at their regular rate of pay, unless assigned to a higher paying job. The Employer may first seek volunteers before assigning alternative work to an employee.

Article 14
Equitable Distribution

Equitable distribution is a method of assigning required overtime fairly, across all qualified job holders for scheduled or unscheduled overtime. 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 **and notified of** a segment of overtime. 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 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.

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.

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.

Off duty employees will return to their original place in the rotation cycle upon return from their day or days away from work.

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

“Passing” of Overtime

Employees will be issued six (6) passes on January 1st 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 1st 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.

Accumulation of Overtime Hours

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:

1. Employees will receive one unit for each overtime hour worked.
2. Employees who have accumulated four hundred (400) units may request to cash them in for a paid day off, **based on regularly scheduled shift**, 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.

Employees cashing in units will have their banked units reduced by the number of units required for the rewards they have requested to use.

Rewards must be used by the employee(s) prior to leaving employment for any reason.

Article 15 **UNSCHEDULED OVERTIME**

A separate sign-up list for unscheduled overtime shall be made available throughout the week. 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. This “pulling of the list” is to occur no sooner than two (2) hours into the shift.

1. Unscheduled overtime will be **awarded** from the “Unscheduled Volunteer Overtime List” in the same order as “Scheduled Overtime”. (including qualified operator

trainees)

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.

ARTICLE 16 **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. **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.**
- D. 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.
- E. 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.
- F. 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 17
VACATIONS

- A. Regular employees with one (1) or more years of seniority shall be entitled to vacation in accordance with the following schedule:
1. End of Probation to One (1) year = **Sixty (60)** hours paid (to be paid at base rate at the time the vacation is taken)
 2. One (1) year of seniority = **Sixty (60)** hours paid and forty-eight (48) hours unpaid
 3. Three (3) years of seniority = **One hundred eight (108)** hours paid
 4. Nine (9) years of seniority = **One hundred fifty-six (156)** hours paid
 5. Fifteen (15) years of seniority = **Two hundred four (204)** hours 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. **Vacations that are requested 30-days or more in advance, will be approved or denied within 14 days.** 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 48 hours 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. Scheduling Vacation:

Beginning on September 1st of each year, vacations shall be scheduled in advance for the upcoming calendar year. The "vacation sign-up" shall be completed by September 30th 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, for employees on 8-hour schedules, 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 1st 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 (5:00 a.m. to 4:59 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 **vacation into 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 18 **LEAVES OF ABSENCE**

- A. Regular employees 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-hour shift = 24 hours; 10-hour shift = 30 hours; 12-hour shift = 36 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, stepchild, 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 **a maximum of 40 hours, for 8-hour and 10-hour shifts; and a maximum of 48 hours for 12-hour shifts**. 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 has 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. **Leaves of absence for military, childbirth and/or adoption are part of the Family Medical leave Act and Minnesota Family Medical Leave. For more information contact the Human Resources Office.**
- F. **Minnesota Paid Family and Medical Leave:**
Effective January 1, 2026, the employer agrees to pay the required premium assessed the employer pursuant to Minnesota State Statute Section 268B.14. The employee will pay the remainder through payroll deductions.

Vacation pay or other paid time off provided for in this agreement may be taken as “supplemental benefits” for those who qualify for family medical benefits under Minnesota Statute 268B.

ARTICLE 19

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 2026.
- 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 20
RETIREMENT

- A. 401K: The Company will provide a 401k for all hourly employees:
The merger of the Lamb Weston/RDO Frozen Union 401K plan and the existing Lamb Weston/RDO Frozen Plan was initiated with the following highlights:
- B. An employee becomes eligible to make elective contributions in the Plan for pay periods starting after one year of employment (year of service).

A year of service: worked at least one thousand (1,000) hours in the twelve (12) month period immediately following the employee's date of hire.

- C. The Company will contribute up to a 2% (at The Company's discretion) on behalf of each eligible employee, regardless of employee contribution. In addition, the Company will make a matching 401(k) contribution of \$0.50 of every \$1.00 of employee contributions up to 6% of eligible employee's annual wages.
- 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 25% vested in the Company contributions and the earnings on those contributions. Then, employees vest at an additional 25% for each additional year of vesting service they earn, until they are fully vested after four 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 details contained in the Summary Plan Description (SPD) which is available on the employee's online 401(k) account or in the Human Resources Office.

ARTICLE 21
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

(5:00 a.m. – 4:59 p.m.) and \$0.75/hour for all hours worked on the PM shift (5:00 p.m. – 4:59 a.m.)

- C. 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.
- D. 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.
- E. 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 22

JOB DESCRIPTIONS

- A. 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 18-C has no impact on the ability of the Union to grieve the proposed pay level or the Arbitrator to rule on the grievance.

- B. 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.

ARTICLE 23
Contracting Out

- A. The Guiding Principle is that the Company will use Bargaining Unit to perform any and all bargaining work which they are capable (in terms of skill and ability) of performing unless the work meets one of the exceptions outlined in Paragraph 2 below.**
- B. Exceptions: In order for work to qualify as an exception to the Guiding Principle, such work must meet all aspects of one (1) of the definitions outlined below and the Company must be in full compliance with all of the requirements of the particular exception as outlined below.**

1. Work Performed In or Around the Plant

a) New Construction Work

New Construction Work is work associated with significant (in the context of the facility) projects involving the installation, replacement or reconstruction of any equipment or productive facilities which (a) is not regular, routine or day-to-day maintenance or repair work; (b) does not involve bundling unrelated work; and (c) does not involve any work not related to the project in question.

b) Maintenance Work

Maintenance Work is maintenance and repair work which is required, by bona fide operational needs, to be performed on equipment or facilities where: (a) the use of Outside Entities would materially reduce the duration of the work; and (b) the work cannot reasonably be performed by bargaining unit forces without delaying other work necessary to the Plant's operations.

ARTICLE 24
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 at the next available LMC meeting.

ARTICLE 25
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 ensure 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 26
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 27
MISCELLANEOUS

- A. Effective the first day of the new contract: 10- and 12-Hour Shifts shall receive two (2) 20-minute paid rest periods and one (1) 30-minute paid meal break. 8-Hour Shifts shall receive one (1) 15-minute paid rest period and one (1) 30-minute paid meal break.**

Effective the first full pay period after April 1, 2026: 10- and 12-Hour Shifts shall receive two (2) 20-minute paid rest periods and one (1) 30-minute unpaid meal break. 8 Hour Shifts shall receive one (1) 15-minute paid rest period and one (1) 30-minute unpaid meal break.

- 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 holdover 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. 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.
- D. 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.
- E. 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 28
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 Article XVIII, Settlement of Disputes.

ARTICLE 29 **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, 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 **when available. In the event that they are not available, the parties will agree to an outside mediation service. The cost of the mediator will be split evenly amongst the parties.** 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 30
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 31
DURATION OF AGREEMENT

This Agreement shall be in effect from the **8th** day of January **2026**, through the **7th** day of January **2029** 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 32
COMPLETE AGREEMENT

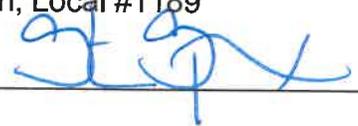
The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and the understandings and agreements 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: 2-24-26

United Food and Commercial Workers
Union, Local #1189

By: 

Date: 14 Feb 26

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.

**Pay changes Effective closest full pay period to January 8 of year,
(which may be before or after January 8).**

SCHEDULE A	2026 3.5%	2027 3%	2028 3%
Trim/Inspection	\$21.18	\$21.81	\$22.46
Freezer/Tote Dump/Trim II	\$21.56	\$22.20	\$22.87
Dyna Pak Loader/Recoup/Trim II	\$21.69	\$22.35	\$23.02
Sanitation	\$22.34	\$23.01	\$23.70
Sanitation/Janitor	\$22.34	\$23.01	\$23.70
COP Loader	\$22.40	\$23.07	\$23.76
SCHEDULE B	2026 3.5%	2027 3%	2028 3%
Operator Trainee	\$23.25	\$23.95	\$24.67
Raw Receiving Operator (Flumer/Truck unloader combined)	\$23.25	\$23.95	\$24.67
Maintenance Helper	\$23.25	\$23.95	\$24.67
Sanitation II	\$23.52	\$24.23	\$24.95
Trim Mentors***	\$23.25	\$23.95	\$24.67
Knife Sharpener***	\$23.25	\$23.95	\$24.67
Manifest Operator	\$23.53	\$24.24	\$24.96
Process Forklift Operator	\$23.53	\$24.24	\$24.96
Cold Storage Forklift Operator	\$23.64	\$24.35	\$25.08
Forklift Op/Battery Room/Oil Attend	\$23.53	\$24.24	\$24.96
Palletizer Operator	\$23.64	\$24.35	\$25.08
Sanitation Specialist***	\$24.00	\$24.72	\$25.46
Groundskeeper	\$24.19	\$24.92	\$25.67
Raw Receiving Panelview Operator	\$24.19	\$24.92	\$25.67
Palletizer Specialist***	\$24.19	\$24.92	\$25.67
ADR Operator	\$25.22	\$25.97	\$26.75
Process Operator I	\$25.22	\$25.97	\$26.75
Packaging Operator I	\$25.22	\$25.97	\$26.75
ADR Operator II	\$26.95	\$27.75	\$28.59
Process Operator II***	\$26.95	\$27.75	\$28.59
Packaging Operator II***	\$26.42	\$27.21	\$28.02
Process Maintenance II***	\$28.15	\$28.99	\$29.86
Packaging Maintenance II***	\$28.15	\$28.99	\$29.86

SCHEDULE B (Cont'd)	2026 3.5%	2027 3%	2028 3%
Refrigeration Maintenance II***	\$28.89	\$29.75	\$30.65
General Operator I***	\$27.22	\$28.04	\$28.88
General Operator II***	\$27.74	\$28.57	\$29.43
Raw Receiving Crew Chief***	\$27.74	\$28.57	\$29.43
Loading Dock Crew Chief***	\$27.74	\$28.57	\$29.43
ADR Crew Chief***	\$27.74	\$28.57	\$29.43
Production/Packaging Crew Chief***	\$27.74	\$28.57	\$29.43
Sanitation Crew Chief***	\$27.74	\$28.57	\$29.43
Sanitation/Groundskeeper Crew Chief***	\$27.19	\$28.01	\$28.85
Boiler Maintenance I***	\$33.19	\$34.19	\$35.22
Process Maintenance III	\$31.48	\$32.42	\$33.39
Packaging Maintenance III	\$31.48	\$32.42	\$33.39
Refrigeration Maintenance III	\$32.51	\$33.48	\$34.48
Crew Chief II***	\$31.89	\$32.85	\$33.83
Refrigeration Crew Chief***	\$37.11	\$38.22	\$39.37
Packaging Maintenance Crew Chief***	\$36.15	\$37.24	\$38.36
Process Maintenance Crew Chief***	\$36.15	\$37.24	\$38.36
Off Shift Maintenance Crew Chief***	\$37.57	\$38.69	\$39.85
Maintenance Line Lead***	\$37.57	\$38.69	\$39.85
Electrical Maintenance***	\$38.32	\$39.47	\$40.65
Boiler Maintenance II***	\$36.25	\$37.34	\$38.46
Boiler Maintenance III***	\$39.87	\$41.06	\$42.30
Electrical Maintenance Crew Chief***	\$42.47	\$43.74	\$45.05
Process Control Tech***	\$42.20	\$43.47	\$44.77
Boiler Maintenance Crew Chief***	\$43.28	\$44.58	\$45.92
Lube/Vibration Tech***	\$31.87	\$32.82	\$33.81
Maintenance Trainer***	\$37.57	\$38.69	\$39.85

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

*** 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.

General Operator I: Qualified in 2 of 4 positions (ADR, Palletizer, Process Operator, Packaging Operator). Current General Operators who are not qualified in 2 of 4 positions will be grandfathered until July 8, 2026, in order to obtain the qualifications.

General Operators II – qualified in all 4 positions

**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: 2-24-26

United Food and Commercial Workers
Union, Local #1189

By: 

Date: 14 Feb 26

Longevity/Retention Incentive

Employees active on the payroll on December 1st, 2023, 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 1st pay period following December 1st, 2026 and will incorporate individual hours worked between December 2nd, 2025 and December 1st, 2026.
 - Year two will incorporate individual hours worked between: December 2nd, 2026 and December 1st, 2027
 - Year three will incorporate individual hours worked between: December 2nd, 2027 and December 1st, 2028
- Employees with less than one (1) year of service on December 1st, 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 1st, 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 1st, 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 1st, 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 1st, 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 1st, 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, 2026 through January, 2029.***

Lamb Weston/RDO Frozen Co.
Park Rapids, Minnesota

By: 

Date: 2-24-26

United Food and Commercial Workers
Union, Local #1189

By: 

Date: 14 Feb 26

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.

- Individuals 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

United Food and Commercial
Workers Union, Local #1189

By: _____

By: _____

Date: _____

Date: _____

**Memorandum of Agreement Between
Lamb Weston/RDO Frozen &
United Food and Commercial Workers (UFCW), Local 1189**

SUBJECT: Part-Time Employment

INTENT: The intent is to supplement our workforce, by recruiting another market segment, in a difficult labor market. It is not the intent to replace full-time employment with part-time employment. Lamb Weston/RDO Frozen (The Company) and UFCW (The Union) have agreed to allow part-time employment, with the following conditions:

1. Part-time employment is defined as less than 30 hours per week and less than 130 hours per month (both periods must be met; consistent with the Affordable Care Act and IRS definitions).
2. In order to maintain the part-time hours limitation above, part-time employees will not be eligible for overtime (voluntary or involuntary). They will work their predetermined schedule.
3. Part-time bargaining unit employment will be limited to Trim & Inspect and Sanitation (entry level positions).
4. Part-time employees will not be eligible for benefits.
5. Retirees that are hired as part-time will become dues paying members of the union, on the first day of employment; understanding they have already completed the requirements to become a member of the union. **(NOTE: Per Wilson & McShane, retirees that work 40 hours or more per month will have their pension benefits interrupted) Once the retiree is Seventy - one this rule does not apply.**
6. New Hires (Non-Retirees) will become union members after 320-hour probationary period.
7. Regular full-time bargaining unit employees will be given preference over part-time bargaining unit employees in the job bidding process, in union jobs; however part-time union employees will be allowed to bid into full-time bargaining unit positions and will carry a seniority date for preference over other part-time bargaining unit employees and nonunion employees, for union jobs.
8. Full-time bargaining unit employees are not eligible to bid to part-time union jobs.
9. It is understood that this agreement is a new concept to both the Company and the Union. There may be situations that arise that were not anticipated by either party. Any disputes that arise will be discussed between the party's representatives, and if not resolved will be presented to the Labor Management Committee (LMC).
10. This Agreement may be terminated by either party, with a 90-day written notice; in order to give any part-time employees due notice.

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

United Food and Commercial
Workers Union, Local #1189

By: _____

By: _____

Date: _____

Date: _____

Lamb Weston/RDO Frozen (The Company)
&
UFCW 1189 (The Union)

Per our Labor Management Committee meeting May 3, 2023; The company and the Union agreed to extend the timeline for the members of the Refrigeration Department to meet certification requirements.

1. On September 8, 2021, the Company and the Union signed an MOA for a Mid-Term Wage Adjustment. This MOA gave Boiler Maintenance, Refrigeration Maintenance and Electrical Maintenance a \$5.00 increase (\$2.10 above the \$2.90 given to most other positions) due to their requirement for certifications.
2. On December 2, 2021, the Union aligned with the new job description for Refrigeration Mechanics which included the following requirement:
 1. All members of the Refrigeration department shall be certified in the operation of Refrigeration machinery for operators with more than two years of experience this will be RETA CIRO, Certified Industrial Refrigeration Operator, 24-hour hazardous response, confined space entry, and confined space rescue, unless medically unable. **NOTE: (Operators that were in the Refrigeration Department prior to January 1, 2022, will have until January 2023 to complete their RETA CIRO.)**
3. During our May 3, 2023, Labor Management Committee Meeting, it was determined **that it is not our intent to disqualify current members of Refrigeration from the department, but to disqualify them from the additional wages for the certifications.**
4. Therefore, any current Refrigeration Mechanics who do not register for their certification exam by September 1, 2023, or do not pass their certification exam at the earliest opportunity after September 1, 2023, will stay in the Refrigeration Department, but revert to the same pay rates as Packaging and Process Maintenance rates at the coinciding level (at the time of this agreement rates are 11-\$24.52 or 111-\$27.08).
5. New Hires into the Refrigeration Department will be paid at the Packaging and Process Maintenance rates and will be required to meet the qualifications per the current job description:
6.
 2. For new in-house hires and those with under two years of experience this will be RETA CARO, Certified Assistant Refrigeration Operator. New hires will have six months to schedule exams and upon two years of experience level the operator will have six months to schedule test for CIRO. New hires will receive training in hazardous response and confined space.

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

United Food and Commercial
Workers Union, Local #1189

By: _____

By: _____

Date: _____

Date: _____

Memorandum of Understanding

Between:

Lamb Weston/RDO Frozen (The Company)

&

UFCW Local 1189 (The Union)

March 18, 2024

Lamb Weston/RDO Frozen and UFCW Local 1189 have agreed that the Company has the right to temporarily contract an outside firm to supplement their Boiler Operators; in an effort to have enough operators to keep the facility operating.

The parties agree to the following stipulations:

1. The company will continue to actively recruit and /or train Boiler Operators for as long as the temporary service is onsite and does not intend to use this agreement to replace union workers.
2. Efforts to recruit and staffing levels and concerns (i.e., upcoming retirements, licenses, etc.) will be subject at each monthly LMC meeting.
3. This agreement may be ended by either party with 180 days' notice.

On Behalf of the Union:

On Behalf of Lamb Weston:

Adam Evenstad
Union Representative
UFCW Local 1189

Shawn Raykovich
Plant Manager
Lamb Weston/RDO Frozen

Between:
Lamb Weston/RDO Frozen (The Company)

&

UFCW Local 1189

(The Union)

July 17,

2024

Lamb Weston/RDO Frozen and UFCW Local 1189 have agreed that the Company may name a temporary Process Operator Trainer (Interview Position) with the following provisions.

1. This position will work a Monday-Friday swing shift schedule {3:00 PM - 11:00 PM), in order to have visibility to all 12-hour shifts. This is *to* allow Operators to train on their assigned shift.
2. This position is intended to be temporary at the discretion of the Company in order to get sufficient Process Operators trained on each shift. We would need employees *to* bid into Process Operator in order *to* have the trainees, to make the position of value; once we have Process Operators trained on each shift, then the position would no longer be needed.
3. The company retains the right to repost the position as the need arises, (i.e., if we have turnover or operators would require additional training).
4. Trainers would need to be qualified on the lines they train, therefore there may be a need for trainers on a specific line. The company reserves the right to determine the need to staff trainers on lines as necessary.
5. Wage - \$27.00/Hr.
6. Incumbent would be eligible for voluntary overtime as a Process Operator at the Trainer rate.
7. This agreement may be ended by either party with a 60-day notice.

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

United Food and Commercial
Workers Union, Local #1189

By: _____

By: _____

Date: _____

Date: _____