



**AMENDED AND RESTATED
AGREEMENT**

BETWEEN

LONG PRAIRIE PACKING COMPANY

AND

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

Effective September 3, 2026 - December 31, 2030

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**AMENDED AND RESTATED COLLECTIVE
BARGAINING AGREEMENT**

THIS AMENDED AND RESTATED AGREEMENT ("Agreement") is effective September 3, 2026 and is between **LONG PRAIRIE PACKING COMPANY, LLC** located at 10 Riverside Drive, Long Prairie, Minnesota, ("Company" or "Employer"), and the **UNITED FOOD AND COMMERCIAL WORKERS LOCAL #1189**, ("Union") as the sole bargaining agent for all classifications of employees covered by this Agreement.

**ARTICLE 1
RECOGNITION**

Section 1. The Company recognizes the Union as the sole bargaining agent of all production employees at the Long Prairie Packing Company, Long Prairie, Minnesota location, but excluding all office-clerical employees, professional employees, supervisors, guards, maintenance and trainers, within the meaning of the Act, for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

Section 2. All present employees who are members of the Union on the effective date of this Agreement shall be required to remain members in good standing of the Union as a condition of their employment.

Section 3. All present employees who are not members of the Union shall from and after the sixtieth (60) calendar day following the effective date of this Agreement, become and remain members in good standing of the Union as a condition of their employment.

Section 4. All employees who are hired hereafter shall be required to become and remain members in good standing of the Union as a condition of their employment from and after the sixtieth (60th) day of their employment or, in the alternative, ninety (90) days but only if Employer extends probationary period for thirty (30) additional days pursuant to Article 4, Section 1.

Section 5. "In good standing," for the purposes of this Agreement between this Union and this Employer, is defined to mean the payment of a standard initiation fee or a standard reinstatement fee, if applicable, and standard monthly dues as applies uniformly to all employees covered by this Agreement.

**ARTICLE 2
PAYCHECKS AND CHECK-OFF DUES**

Section 1. On a detachable part of each paycheck or on a separate statement the employee shall be furnished with a complete record of time worked, money earned, accrued paid sick and vacation time, and deductions made for the period covered by the paycheck.

Section 2. During the term of this Agreement, the Company will deduct the union initiation fees for new members and current monthly membership dues from the weekly paycheck for all members of the Union who individually and voluntarily certify in writing that they authorize the Company to make such deductions. The Union shall give written notification to the Company of the amount to be deducted from each employee's check and said amount to be transmitted to the Union. The Company will notify the Union of the names of any new employees within the bargaining unit. The Union shall indemnify and hold the Company harmless for any deductions made pursuant to this Article.

ARTICLE 3

WORK WEEK AND HOURS OF WORK

Section 1. The regular work week will consist of forty (40) hours to be worked in five (5) consecutive days, Monday through Friday. Any time worked over forty (40) hours in a week shall be paid at time and one-half (1½) of the regular rate of pay.

Section 2. When Saturday or Sunday work is required, it shall be posted by the end of the work shift on Thursday, except that the Company can post Saturday or Sunday work ten (10) times each year by the beginning of the unpaid meal period on Friday. If these posting deadlines are not met, the Saturday or Sunday work will not be mandatory.

If Saturday or Sunday work is posted by the end of the work shift on Thursday or on the ten (10) Fridays mentioned above and employees are not required to work, they shall receive four (4) hours of pay in lieu of work.

Section 3. Employees on a seniority basis in each Classification shall be given first choice of overtime work. If employees in the Classifications for which overtime is directed ask to be excused, the next senior employee in that Classification will be given such opportunity. If employees decline the opportunity to work overtime to the extent that the required employees for such work are not available, then employees in reverse order, starting with the junior employee to the number necessary, shall be required to perform said overtime. There shall be no obligation to equalize overtime worked or offered.

Section 4. Any regular employee who is not notified of layoff on or before the preceding Friday is guaranteed thirty-six (36) hours of work or pay during the following week, except that for 10 (ten) times each year for the term of this Agreement the guarantee can be reduced to thirty-two (32) hours of work or pay for the weeks selected, provided the employee is available and performs the work assigned to them. Any employee called to work on any day shall receive not less than four (4) hours of work or if no work is available, four (4) hours pay.

Section 5. The guarantees in Sections 3 and 4 of this Article shall not apply in instances of strikes, riots, power failures, windstorms, storms, severe snowstorms, floods, blizzards, fire, explosions, Acts of God or Government agencies (except in-plant meat inspections).

Section 6. The parties understand and agree that there shall be no duplication or pyramiding of overtime.

ARTICLE 4

SENIORITY

Section 1. New employees shall be placed on the seniority list after a sixty (60) calendar day probationary period.

Prior to the end of the sixtieth (60) calendar day probationary period, on a questionable employee, the Company can request, in writing, an extension of up to thirty (30) additional days, to further evaluate this employee's performance. An employee's seniority date shall be the date on which the employee was hired.

Section 2. An updated seniority list shall be posted on the bulletin board quarterly with a copy sent to the Union. Any dispute concerning an employee's seniority date must be raised within ten (10) days of the date of the posting, or the posted seniority date shall be conclusively presumed to be accurate.

Section 3. The right to posted jobs, layoff, call-back, and the like shall be based on division seniority, provided the employee can do the job available or learn it within a reasonable time. Division seniority shall be as follows.

HARVEST DIVISION

Harvest Floor
Offal Cooler

PROCESSING DIVISION

Boning
Cold Cooler/Freezer
Loading and Receiving
Packing Line

Section 4. Seniority shall be applied on a divisional basis within the plant, and shall, under no circumstances, overlap from one division to another.

Section 5. Classification 1 through Classification 10 employees, as identified in Appendix A, shall have the right by seniority within their division to move to a Classification 11 job when the job becomes available.

Section 6. In the event either division is closed, the employees of that division shall be given the right to exercise their plant seniority to transfer into the other division.

Section 7. When there is a Classification 1 through Classification 10 job opening, it shall be posted internally for seven (7) calendar days on a bulletin board, where employees can physically sign the posting. Employees who desire the job shall physically sign the posting. The employee having the most seniority shall be given the opportunity to qualify for the job. If no one bids for the open bargaining unit position within seven (7) calendar days, then the job will also be posted externally, and the Employer has the right to select the successful candidate.

Section 8. Employees who successfully bid on a posted job will be assigned to that job within thirty (30) working days of the time of the posting. Further, that employee must be available to qualify in that job within the same period.

Section 9. In the case of employees accepting the offer of a posted position in the same or a higher classification will be paid the rate of the job from which they came until they qualify for the new position. In all other cases, the employee will be paid the rate of the job in which they seek to qualify. An employee will have up to five (5) full working days to determine whether or not to accept the permanent position.

Section 10. Company management will determine whether an employee has successfully qualified for a position within sixty (60) working days after the employee begins work in the position. During this period, an employee may submit a written request to Human Resources to be qualified for a position. Upon receipt of the request, the Company will review the request and notify the employee whether the request is approved or denied. If approved, the Company will either qualify the employee or identify the skills or performance deficiencies the employee must satisfactorily demonstrate in order to qualify for the position. Any period during which the employee is on an approved leave of absence shall not be counted toward the sixty (60) working day qualification period, and the period shall be extended by the length of such leave.

If the employee has not qualified within the sixty (60) working day qualification period, the employee may submit a written request to Human Resources for an extension of the qualification period. Upon receipt of the request, the Company will review the request and notify the employee whether the request

is approved or denied. If approved, the Company will identify the skills or performance deficiencies the employee must satisfactorily demonstrate in order to qualify for the position.

Subsequent work performed in a classification for which the employee has not qualified shall not alter the employee's qualification status for that classification. Employees shall be paid the applicable classification rate for all hours worked in the position.

Section 11. An employee who accepts and subsequently rejects, or initially refuses the offer of a posted position cannot sign another posting for the same job for one (1) year.

Section 12. If two or more employees signing a posting have the same seniority date, their seniority ranking will be determined by lot.

Section 13. An employee shall not be permitted to refuse or attempt and reject more than two (2) posted jobs in any twelve (12) month period.

Section 14. If an employee is awarded more than one (1) job, that employee is required, within two (2) working days, to accept one (1) job and refuse the remaining jobs. Refusals under this Section do not affect an employee's rights outlined in Sections 11 and 13 of this Article.

Section 15. In the event of a layoff or rehire, the seniority ranking that has been determined by lot will determine who is laid off first or who is recalled first if it involves more than one (1) person with the same hiring date.

Section 16. An employee's continuous service shall be broken and seniority lost for the following reasons:

- (a) Voluntary quit.
- (b) Discharge for cause.
- (c) Retirement.
- (d) Failure to report to work within four (4) days following recall from lay off.
- (e) Failure to return to work upon expiration of an authorized leave of absence.
- (f) Absence from employment for any reason for a period of time equal to the employee's total seniority or one (1) year, whichever is less. If an employee is absent for reasons other than lay off for a period of six (6) months or less, the recall right will include recall to the job last worked in.

Section 17. If an employee with more seniority is absent on paid time off when a job is posted, the employee shall be given an opportunity to bid for the job upon the employee's return.

Section 18. The task of set-up per zone or department will be assigned on the basis of seniority. In the case of additional work (example - a box line), other than their regular shift, such additional work will be assigned based on seniority to qualified employees. The Union also agrees that if an employee declines to be assigned for additional work, the employee does not have the ability to later claim such assignment based on seniority for other overtime. This however, would not prevent an employee from declining set up and still be able to use their seniority for another task (example - box making).

Section 19. The parties agree that work in progress overtime would be given to the person who has done the job during the majority of the shift. For example, if an employee with lesser seniority has been doing a job during a shift, another employee with more seniority cannot "bump" that employee for the overtime.

ARTICLE 5
WORK IN TWO OR MORE CLASSIFICATIONS

Section 1. An employee who is temporarily transferred to work in a higher classification will be paid the higher rate of pay for hours worked in that classification if the employee is able to perform all functions of the job.

Section 2. No employee shall suffer a reduction in pay when temporarily transferred to a lower classification of work. When permanently reduced to a lower classification of work, the employee shall receive the lower classification of pay.

ARTICLE 6
PAID SICK LEAVE

Section 1. Effective January 1, 2027, the Company will provide employees covered by this Agreement with paid sick leave in accordance with this Article. This Article is intended to comply with Minnesota's Earned Sick and Safe Time ("ESST") law and will be interpreted consistent with applicable law. Any repeal of the Minnesota ESST law shall not affect the rights and benefits provided under this Article.

Section 2. Employees accrue paid sick leave at a rate of one (1) hour for every 30 hours they work (0.033 hours for every hour worked), up to forty-eight (48) hours each year. Paid sick leave accrues only for hours actually worked by the employee. Paid sick leave begins to accrue on the first day of employment.

Employees may carry over unused paid sick leave time from year to year. However, employees may only accrue a maximum balance of eighty (80) hours of paid sick leave.

Employees accrue paid sick leave until the applicable cap is reached (i.e., either 48 hours per year or 80 hours maximum balance). After that point, additional accruals that would have been applied to paid sick leave are instead applied to vacation time, as reflected in the increased vacation accrual rates in Table 2 in Article 7.

The accrued paid sick leave balance will be displayed on the employee's payroll check stub.

Section 3. Paid sick leave may be used for an employee's own illness or medical needs, the care of a family member, safe leave related to domestic abuse, sexual assault, or stalking, workplace or school closures due to public emergencies, or other qualifying reasons under Minnesota law.

Employees may use paid sick leave as it accrues, in 15-minute increments. Paid sick leave does not count toward overtime. Paid sick leave time is paid at the employee's regular base rate of pay (and not at the overtime rate) and will be subject to applicable taxes and withholdings.

Section 4. When the need for paid sick leave is foreseeable, employees must provide at least seven (7) days' advance notice to Human Resources and their supervisor. When leave is not foreseeable, employees must notify the Company at least thirty (30) minutes before their scheduled start time, in accordance with the procedures in the Company's attendance policy.

The Company may request reasonable documentation supporting the need for leave after two (2) consecutive scheduled workday absences, or if there is a reasonable basis to believe that paid sick leave is being used fraudulently, consistent with Minnesota law.

Section 5. Employees may elect to sell back all or part of their accrued, unused paid sick leave time two (2) times per calendar year, on the first pay period after May 31 and November 30. Sell-back payments under this Section are at the employee's regular base rate of pay (and not at the overtime rate) and will be subject to applicable taxes and withholdings.

Section 6. Accrued and unused paid sick leave will be paid out at separation of employment.

ARTICLE 7

VACATION

Section 1. Effective January 1, 2027, the Company will provide employees covered by this Agreement with paid vacation time in accordance with this Article.

Section 2. Employees will accrue paid vacation time for each hour actually worked, based on their length of continuous employment, in accordance with Table 1 or Table 2 below. The employee's most recent date of hire will be used for the calculation of years of employment. Any changes in accrual rates will go into effect the first full pay period after the employee's anniversary date.¹ Vacation time begins to accrue on the first day of employment, but new employees must complete six (6) months of continuous employment before the time can be used or paid out. Vacation time accrues only for hours actually worked by the employee.

Employees will accrue paid vacation time at the rates in Table 1. Once an employee reaches the paid sick leave accrual cap under Article 6, the employee will accrue paid vacation time at the rates in Table 2 while the cap is in effect and will revert to the rates in Table 1 whenever the cap no longer applies.

Table 1: Vacation time accrual.

Years of Employment	Vacation Accrual Rate	Approx. Accrual Per Year²
0 to 2 years	0.007 hours for every hour worked	14.56 hours
2 to 5 years	0.017 hours for every hour worked	35.36 hours
5 to 10 years	0.027 hours for every hour worked	56.16 hours
10 years to 20 years	0.037 hours for every hour worked	76.96 hours
20+ years	0.047 hours for every hour worked	97.76 hours

¹ For example, the first anniversary date of an employee who starts January 15, 2027 is January 15, 2028. This employee would accrue vacation time at a rate of 0.007 hours from January 15, 2027 until the first full pay period after January 15, 2029, at which point the employee would start accruing at a rate of 0.017 hours for every hour worked.

² Assuming the employee works 2080 hours.

Table 2: Vacation time accrual when sick leave accrual cap applies.

Years of Employment	Vacation Accrual Rate	Approx. Accrual Per Year ^{2c}
0 to 2 years	0.040 hours for every hour worked	83.20 hours
2 to 5 years	0.050 hours for every hour worked	104.00 hours
5 to 10 years	0.060 hours for every hour worked	124.80 hours
10 years to 20 years	0.070 hours for every hour worked	145.60 hours
20+ years	0.080 hours for every hour worked	166.40 hours

The accrued vacation time balance will be displayed on the employee's payroll check stub.

Section 3. Accrued vacation time can be used in the following ways, subject to the procedures outlined in this Article:

- For weekly scheduled vacations;
- For paid time off during a workweek that has been scheduled in advance and approved by the Employer; and/or
- For scheduled facility shutdowns, at the employee's option.

Hourly employees are encouraged to use at least one week (40 hours) of vacation pay for a scheduled vacation each year. Scheduling of vacation weeks will be in accordance with Section 4 of this Article.

Section 4. Procedures for scheduling vacation time are as follows:

Priority of Scheduling. A master vacation schedule will be posted by December 15th of each year. Employees will be given the opportunity to request full weeks of vacation by seniority during the first full week of January. Employees may request individual days of vacation by seniority during the second week of January. The vacation time of each employee will be assigned in a department or zone on a divisional seniority basis. Thereafter, vacation will be scheduled in order of employee requests subject to the Company's business needs.

Submitting Requests. Employees must submit requests for vacation time in accordance with the Company's standard processes and having it approved in advance by the employee's supervisor, subject to the Company's business needs.

Minimum increments. Employees must take vacation in minimum increments of two (2) whole hours.

Section 5. Employees may carry over unused vacation from year to year. However, employees may only accrue a maximum balance of one hundred sixty (160) hours of paid vacation time. Once an employee reaches one hundred sixty (160) hours of paid vacation time, any additional accruals will be paid out automatically on the employee's next pay date.

Section 6. Vacation time is paid at the employee's regular base rate of pay (and not the overtime rate) and will be subject to applicable taxes and withholdings.

Section 7. Certain leaves may require the use of vacation time in accordance with the Company's leave policies, which may be amended by the Company from time to time. Employees should check with their Union representative, Human Resources, or their immediate supervisor regarding these circumstances. All leaves will run concurrently to the greatest extent possible. An employee will be required to exhaust any accrued and unused vacation, as well as any other paid time off, before being permitted to take unpaid leave.

Section 8. Employees who have completed six (6) months of continuous employment and have at least forty (40) hours of accrued, unused vacation time may elect to sell back all or part of their accrued, unused vacation time two (2) times per calendar year, on the first pay period after May 31 and November 30. Employees must retain a minimum balance of forty (40) hours of accrued vacation time after any sell-back. Sell-back payments under this Section are at the employee's regular base rate of pay (and not at the overtime rate) and will be subject to applicable taxes and withholdings.

Section 9. Employees who have completed six (6) months of continuous employment will be paid for any accrued, unused vacation time at separation of employment. Employees who separate before completing six (6) months of continuous employment are not eligible for payment of accrued vacation time.

ARTICLE 8

RELIEF PERIODS

The Company and the Union have agreed to the implementation of the following breaks and unpaid meal periods:

Section 1. The Company will provide a paid fifteen (15) minute break in the first half of the workday if the workday does not exceed nine (9) hours. There will be a paid fifteen (15) minute break in the second half of the workday if the workday exceeds nine (9) hours. If a workday is scheduled for nine (9) hours or less, the first break will occur approximately midway between start of the shift and unpaid meal period. If a workday is in excess of nine (9) hours, the second break will occur approximately midway between the unpaid meal period and end of the shift.

Section 2. Employees will not be required to work more than five and one-half (5 ½) hours without time off for an unpaid meal period.

Section 3. After ten and one-half (10 ½) hours of work, an additional paid fifteen (15) minute break will be scheduled.

Section 4. The break schedule will be posted in the plant. It will not be formally rescheduled without prior discussion with the Union.

Section 5. When employees are required to work more than twelve (12) hours in any one (1) day, the Company shall pay a two dollar (\$2.00) meal allowance. To all those employees furnished said meal allowance, the Company shall provide a thirty (30) minute unpaid meal period.

Section 6. Downtime shall not be considered relief period time, unless it occurs within forty-five (45) minutes of the scheduled break or unpaid meal period. Downtime shall mean unscheduled line stoppage, which includes, but is not limited to, mechanical failure, USDA stoppage, and food or personal safety issues.

ARTICLE 9 **HOLIDAYS**

Section 1. All employees on the seniority list shall receive eight (8) hours straight time pay for the following holidays if no work is performed.

New Year's Day
Memorial Day
July 4th

Labor Day
Thanksgiving Day
Christmas Eve Day
Christmas Day

Section 2. In the event any of the above holidays fall on a Saturday and Sunday, the Company shall work the immediate Friday prior. The Company will pay for hours worked and holiday pay. Also, gang time will be scheduled for eight (8) hours or less for the Harvest department. No employee shall be required to work the Monday following the Christmas holiday except that, notwithstanding anything else in this Article, Employees will not receive more than three (3) consecutive days off due to a combination of a weekend and a holiday so that the Company can resume operations on the fourth calendar day after being closed for three (3) consecutive days. For example, in 2021, the Company was closed on December 24th (Christmas Eve Day), December 25th (Christmas Day) and December 26th (Sunday) and resumed operations on Monday, December 27, 2021. Christmas Day and Christmas Eve Day were paid holidays.

Section 3. To be entitled to holiday pay, employees must work their full scheduled workday before and after the holiday unless excused in advance by the Company.

ARTICLE 10 **CLOTHING AND EQUIPMENT**

Section 1. Initial required equipment will be issued free of charge. Replacement equipment will be handled with a one for one exchange on equipment with reasonable normal wear and tear, and replacement of this equipment will be done at the time of need and employees will not be required to exchange during breaks or non-work time. All equipment must have the proper employee's identification number, and exchanges will be based on Company's discretion. Employees shall be responsible for purchasing lost, stolen or abused equipment, and purchasing of this equipment may need to occur during break time. Equipment turned in on exchange must have been originally issued to the employee. Any equipment replacements will be purchased from the Company at the Company's actual cost. Only required equipment will be replaced free of charge.

Section 2. The Company will furnish cold weather gear to employees who are assigned to work in the freezers, as yardman and as shag driver.

Section 3. The Company will furnish clothing and equipment whenever necessary in the changing of jobs on a temporary basis.

Section 4. An employee who resigns or is terminated must return all Company issued equipment by the next business day. Should an employee fail to do so, the Company may elect to deduct the value of the issued equipment from the employee's final paycheck.

Verification of the value of the equipment shall be included with the deduction and cannot exceed current replacement costs.

Section 5. The Company will provide smock or uniform laundry service for all employees.

ARTICLE 11
WARNING NOTICE AND DISCHARGE PROCEDURE

Section 1. The Company has the right to establish or revise reasonable attendance, work, substance abuse, drug and alcohol testing, and safety rules by which all employees will abide. The Company also has the right to establish or revise a reasonable disciplinary policy to address violations of these rules. These rules and policies will be communicated to the Union.

Section 2. For discipline other than just cause suspension or termination, the Company will follow a policy of progressive discipline.

Section 3. No employee will be suspended or terminated without just cause.

ARTICLE 12
LABOR MANAGEMENT COMMITTEE

Section 1. The parties agree that cooperation, understanding and a harmonious relationship promote safe and efficient performance which is in the interest of employees and the Employer. To this end, the parties agree to establish a labor management committee ("LMC") and empower the LMC to discuss matters other than formal grievances which may arise and which are appropriate topics for a LMC meeting.

Section 2. The LMC shall consist of employer representatives and employee representatives, which should include two (2) employees from Harvest and two (2) employees from Fabrication. Bargaining unit members of the LMC shall be paid for actual time, not to exceed one-half (½) hour, spent in attendance at LMC meetings.

Section 3. The LMC shall meet monthly. Meetings shall follow an agenda. The LMC will discuss issues but shall have no authority to modify this Agreement. The LMC shall not have jurisdiction over any issues that are governed by the grievance process.

Section 4. The Federal Mediation and Conciliation Service (FMCS) will provide training for the LMC.

ARTICLE 13
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Definition of a grievance. Any dispute relating to the interpretation of or adherence to the written terms of this Agreement shall be defined as a grievance and handled as follows.

Section 2. Steps in procedure.

Step 1. The employee (with or without a Union steward present) will informally discuss the grievance with the employee's supervisor. This discussion must occur within three (3) working days of the occurrence.

Step 2. If the grievance is not resolved in Step 1, it shall be reduced to writing, shall specify the alleged violation of this Agreement and the remedy sought, and shall be submitted to Human Resources or designee within seven (7) working days following the date of occurrence. A grievance relating to pay shall be timely if received by the Employer within seven (7) working days after the pay day for the period during which the grievance occurred.

Within fourteen (14) working days following receipt of the grievance by the Employer, representatives of the Employer and representatives of the Union shall meet in an attempt to resolve the grievance. The meeting may be in-person, via telephone, or via videoconference. The time for said meeting may be extended by mutual agreement. Within fourteen (14) working days following the Step 2 meeting, the Employer shall send the Union a written response to such meeting.

Step 3. If the grievance is not resolved in Step 2, either party may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the Employer within fourteen (14) working days following the Union's receipt of the Employer's Step 2 answer.

Section 3. Arbitrator selection. A representative of the Employer and the Union shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute. If no agreement on a neutral arbitrator is reached, the arbitrator shall be selected from a list of nine (9) neutral arbitrators to be submitted to the parties by the Federal Mediation and Conciliation Service. The parties shall alternatively strike names from the list with the party proceeding first to be determined by a coin toss. The last remaining name on the list shall be the neutral arbitrator.

Section 4. Authority of the Arbitrator. The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of the Agreement, and the arbitrator shall have no authority to add to, subtract from, ignore or modify in any way the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the written grievance, and the arbitrator shall have no power to decide any other issues. The arbitrator should make every reasonable effort to issue a decision within sixty (60) calendar days following the close of the record. The award of the arbitrator shall be final and binding upon the Union, the Employer, and the individual employee filing the grievance.

Section 5. Fees and Expenses of the Arbitrator. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union.

Section 6. Time limits. The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently barred, waived, and forfeited, and it shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual written agreement of the parties.

Section 7. Mediation. By mutual agreement, the parties may petition for non-binding mediation of the grievance. This may be done any time after the written Step 2 response up until the day of arbitration. The cost of mediation shall be borne equally by the Employer and the Union.

ARTICLE 14

LEAVES OF ABSENCE

Section 1. Leaves of absence shall be limited to one (1) month unless otherwise provided for in this Agreement or required by law.

Section 2. Bargaining unit employees are eligible for leaves of absence consistent with the Employer's Leave of Absence policies, as such policies may be amended from time to time at the Employer's sole discretion.

Section 3. The Employer will provide eligible bargaining-unit employees with any leave required by federal, state, and local law, including, but not limited to, the Minnesota Paid Family and Medical Leave Act (MN-PFMLA).

Section 4. It is the employee's responsibility to file an FMLA, MN-PFMLA claim, or other leave claim. Claims must be filed for absences that are covered by the FMLA, MN-PFMLA, or other protected leave. Employees who are eligible for the leave under the FMLA, MN-PFMLA, or any other protected leave shall be required to follow any Employer policies and procedures in applying for and taking leave. Information about how to file a claim can be obtained from Human Resources. Employees who exhaust all FMLA, MN-PFMLA, and any other benefits and are unable to return to work may have their employment terminated at that time.

Section 5. The parties agree that, wherever applicable, leave of absence under the FMLA, the MN-PFMLA, and any other leaves of absence protected by federal, state or local law will run concurrently to the greatest extent possible.

Section 6. Effective January 1, 2026, the Employer will pay 50% of the premiums required by Minn. Stat. § 268B.14 subd. 3, and employees will pay 50% of the premiums through payroll deductions from their wages. In the event that the employer premium percentages were to change, the Employer has the right to adjust the amount to the required amount under the statute at that time and collect the remaining portion from employees under this bargaining agreement.

Section 7. In the event that a new or modified federal, state, or local law or regulation requires any expansion of, or newly mandated benefit, the parties agree that they will meet to discuss and will agree to a cost neutral agreement on how to implement the benefit to employees under this Agreement.

ARTICLE 15

FUNERAL LEAVE

Section 1. In the event of the death of an employee's immediate family member, a reasonable period of unpaid leave will be granted to the employee. Immediate family includes the employee's spouse, children, parents, brothers, sisters, grandparents, and parents of the employee's spouse.

Section 2. To offset the expenses associated with attending the funeral, any employee who has completed the probationary period, will be paid the equivalent of up to three (3) gang time days. In the event of the death of grandparents, the payment will be equal to one (1) gang time day. To receive funeral leave pay, the employee must present proof of attendance at the funeral consistent with the practices of the country in which the funeral occurs. Funeral leave pay will not be provided if either the employee was on vacation at the time of the funeral or the days missed were not scheduled workdays.

ARTICLE 16

SEVERABILITY

Section 1. Should any part of this Agreement be rendered invalid or restricted in operation by reason of any existing or subsequently enacted legislation or act of any authorized agency of the government, or by any decree of a court of competent jurisdiction, the remaining portions of this Agreement shall remain in full force and effect. If any clause is found to be invalid or restricted in its operation it will be subject to re-negotiation at the request of either party.

ARTICLE 17
PLANT VISITATION AND UNION COOPERATION

Section 1. The Company recognizes the right of the Union to designate a Shop Committee from the employees in the plant to handle such Union business within the plant as may from time to time be delegated to such committee by the Union. The Company agrees to provide a lockable filing cabinet for steward's use. The Union Representative shall have admission to the work rooms at all times the employees are at work, providing the Union Representative's conduct does not interfere with the employees in the performance of their duties.

Section 2. The Union Representative shall give the VP of Operations, the Plant Manager, and Human Resources at least 24 hours' advanced notice prior to a facility visit.

Section 3. The Company agrees to allow, during orientation, Union representatives the opportunity to discuss the Union's role at the plant and have employees sign applications and dues authorization forms. Such presentation shall not exceed thirty (30) minutes in duration.

ARTICLE 18
AGREEMENTS

Section 1. The Company agrees not to enter into any agreements with employees described in Appendix A individually or collectively, which are in any way contrary to the terms of this Agreement.

ARTICLE 19
PICKET LINE

Section 1. During the term of this Agreement, there will be no strike, work stoppage, picketing, honoring of any picket line whatsoever, work slowdown, sympathy strike, deliberate withholding of production, boycott (primary or secondary), or any other form of economic pressure directed against the Company or any of its services on the part of the Union, its members, or any individual covered by this Agreement. The Company will not lock out any bargaining unit employee during the term of this Agreement.

Section 2. Neither the violation of any provisions of this Agreement, nor the commission of any act constituting an unfair labor practice or otherwise made unlawful by any federal, state or local laws, will excuse employees or the Union from their obligations under this Article's provisions.

ARTICLE 20
GENERAL CONDITIONS

Section 1. Employees will be paid a clothes changing and washing time of a total of ten (10) minutes for each day worked. Clothes include all frocks, aprons, hairnets/beard nets, hard hats, earplugs, boots and other gear employees are required to don prior to starting work. This clothes changing and washing time will not be considered hours worked but will be paid at the employee's regular rate of pay and will not be counted in the computation of overtime. Knife sharpening shall be done, with supervisory permission, on Company time.

Section 2. A minimum period of thirty (30) continuous minutes shall be granted as an unpaid meal period each working day.

Section 3. Employees who furnish their supervisor evidence of a valid hunting license (copy of license may be made by Company) at least one (1) week prior to the scheduled absence may select one (1) opening day of deer hunting season per year in Minnesota to be absent.

Section 4. The Company agrees it is not their policy for the supervisor to normally perform production work. Supervisors are required to supervise work of the employees in the department, to work with them, teach them to properly perform the work and to spell out employees' duties. Supervisors may perform any duties that are necessary in the proper conduct of business.

Section 5. Each employee shall have a definite starting time scheduled not later than the end of their shift of the preceding day.

Section 6. The maximum cattle knocking time shall be limited to ten (10) hours per day.

Section 7. The Company shall provide a separate, enclosed bulletin board where only the Union may post notices.

Section 8. Any working conditions now in effect that are not covered by this Agreement will remain in effect unless changed through collective bargaining.

Section 9. It is agreed that should the Company initiate a new method of operation or a change in division classifications under this Agreement, the Company shall give notice to the Union of such suggested method of operation; and within thirty (30) days the matter of job classifications, wages, benefits, and other working conditions, shall become a matter of negotiations with said Union.

Section 10. Employees who are actually involved in the Reserves or National Guard at the time of ratification will continue to receive the two (2) week training differential as long as they remain active in either the Reserves or the National Guard.

Section 11. The Company will respond within two (2) workdays of any request for paid sick or vacation time.

Section 12. Employees are required to call in prior to the start of their shift if they intend to be absent for any reason. To be considered timely, the employee must call in not more than 12 hours, and not less than 30 minutes, prior to the start of their scheduled shift for the day they will be absent.

ARTICLE 21

WORKERS COMPENSATION

Section 1. Where an employee is injured on the job and such accident is compensable under Workers Compensation, the Company agrees to pay the employee thirty-five dollars (\$35.00) per day up to three days.

Section 2. If Workers Compensation payments revert to the first day of injury, the above-mentioned payment will not be made.

Section 3. Employees will be paid in full for gang time the day they receive such compensable injury.

ARTICLE 22

SAFETY COMMITTEE

Section 1. A safety committee will be maintained by the Company. It will be composed of at least one (1) person from Company management, at least one (1) employee per division and one (1) Union steward per division. Members of the safety committee will meet periodically to discuss safety conditions in the plant. Additionally, these representatives are to monitor safety conditions in the plant.

Section 2. When a perceived safety condition occurs, it shall be reported to the safety committee member immediately, who, in turn, shall report the problem to the appropriate division supervisor.

Section 3. If action is not taken to eliminate the perceived safety concern or if the supervisor does not agree that a safety problem exists, the safety committee member or the division steward has the right to report the problem to the VP of Operations or its designee.

Section 4. If the steward or committee member is not satisfied with the response from the manager or the latter designee, the steward or committee member may file a grievance and address the problem through the grievance and arbitration process.

Section 5. The Company will continue to provide a suggestion box.

ARTICLE 23

JURY DUTY

Section 1. The Company shall grant to regular full-time employees who are required to serve on Petit jury, the difference between the employee's regular weekly earnings for the week in question and jury pay. Payment is not to exceed a total of the hours worked either by the employee's actual gang time, or actual hours worked by the employee's division, including overtime, and any jury fee paid to the employee. The employee shall notify the Company upon receipt of jury service notice as soon as is possible. Time spent on jury duty shall be considered as time worked for all purposes of this Agreement. When an employee is released for a day or part of a day during any period of jury duty, the employee is to report to the plant for work. This jury duty obligation shall be limited to one (1) week of pay annually.

ARTICLE 24

WAGES AND JOB CLASSIFICATIONS

Section 1. Effective immediately following ratification of this Agreement, the minimum starting rate will be \$17.15 per hour for a maximum of the first 5 days of orientation. Upon completion of the probationary period, or sooner if qualified, an employee's regular base rate of pay will be moved to Classification 11.

Section 2. The regular base rate for the corresponding classes for the 2026 year described in Appendix A will become effective with the first full pay period following ratification of this Agreement.

Section 3. Commencing the first full pay period following January 1, 2027, the regular base rate for all classes will increase by \$1.00. Commencing the first full pay period following January 1, 2028, the regular base rate for all classes will increase by \$0.50. Commencing the first full pay period following January 1, 2029, the regular base rate for all classes will increase by \$0.50. Commencing the first full pay period following January 1, 2030, the regular base rate for all classes will increase by \$0.50. Class wage rates by year are shown in Appendix A.

Section 4. The job classifications and corresponding job titles described in Appendix A shall become effective upon the first full pay period following ratification of this Agreement. In the event of an upgrade to a job classification as a result of these negotiations, employees performing those jobs will get the new classification pay the first full pay period following ratification of this Agreement. In the event a new job was added, the employee currently performing that job will be assigned that job. Employees, who have had the classification downgraded for a job they own as a result of these negotiations, will be red circled at their old classification level until 1/1/2027 after which time they will accept the lower pay.

Section 5 All new employees not completing their first week of work will be paid the applicable federal or state minimum wage rate, whichever is higher.

Section 6. The positions of Lead Person in the Harvest and Fabrication divisions, Lab, Bone Cannon, Knocker, Hot Scaler, Trim Sampler, Shackler, Restrainer Operator, and Scale/Inventory Control will be positions that the Company will fill, by appointment, without regard to seniority, and shall not be subject to grievance. The rate of pay for Lead Person will be Classification I rate plus an additional twenty-five (\$0.25) cents per hour. One Trim Sampler position has been reclassified as a Sampler Coordinator and is non-union.

ARTICLE 25

HEALTH INSURANCE AND 401(K) PLAN

Section 1. Health Insurance. The Company will offer health insurance to employees subject to the terms and conditions stated below. The Company will also offer dental and vision insurance coverages to bargaining unit employees to the extent and on the same terms and conditions as these coverages are made available to the employees of other operating subsidiaries of American Foods Group, LLC and Rosen's Diversified, Inc. The Company retains, in its sole discretion, the right to add, delete, change and/or revise any insurance coverage or benefit program as circumstances warrant, without prior notice to or approval of the Union.

The Company agrees that otherwise eligible bargaining members shall be offered the Company's Union Health Plan for health coverage. Bargaining unit members shall pay employee weekly contribution rates determined as a percentage of the Company's Total Plan Cost, applicable for that year of the Agreement. Each December or earlier, the Company shall determine the Total Plan Cost, in its sole discretion, for the next calendar year of the Agreement and its determination shall not be subject to arbitration. The Company reserves the right to amend, revise, or terminate the Union Health Plan for all RDI Companies.

For the term of this Agreement, the Employee weekly contribution rate as a percentage of the Company's Total Plan Cost for the Union Health Plan will remain at 29.5%.

The parties agree that the Union shall have no right to grieve or otherwise object should the Company amend, revise or terminate the Union Health Plan or its replacement. If the Company replaces the existing Plan with a plan that is substantially similar to the current Plan, bargaining employees will be eligible to participate in the new plan.

Section 2. 401k Plan. Subject in all respects to the terms and conditions of the Rosen's Diversified Union Employees 401(k) Retirement Plan, together with any current or future amendments (including any deemed necessary by Rosen's Diversified or the Plan administrator) (the "Retirement Plan"), Employer will offer employees a 401(k) plan with the following features. Any capitalized term is defined by the Retirement Plan.

Employer will make a Matching Contribution to eligible employee Participants on an annual basis in the following amounts based on each Participant's Elective Deferral Contribution:

- Dollar for dollar Employer Matching Contribution up to 3% for Retirement Plan years 2026, 2027, 2028, 2029, and 2030.
- Pursuant to the Retirement Plan, the Participant must complete one (1) Year of Service (1000 Hours of Service) and be employed on the last day of the calendar year to receive the Employer Matching Contribution. The employer's matching contribution will be made no later than January 31 of each year for the preceding year.

A Participant's Elective Deferral Contribution remains the Participant's money and is never subject to vesting.

The vesting schedule for the Employer Matching Contribution for employees that first become Participants in the Retirement Plan after the effective date of this Agreement will be 5 years of Vesting Service at 20% per year. That is, on completion of 5 years of Vesting Service, the Employer Matching Contribution would be fully vested. A Year of Vesting Service requires 1000 Hours of Service during a Plan Year. The Employer Matching Contribution for existing Participants of the Retirement Plan, as of January 1, 2021, is fully vested when paid by the Employer to the Plan.

ARTICLE 26

MANAGEMENT RIGHTS

Section 1. Employer shall retain the right to manage and direct the workforce and operate its business. This right shall include, but not be limited to, the right to hire, promote, discipline (including suspension and/or termination), terminate for just cause, lay off employees and determine the needs of the Employer regarding hours of work, except as modified or restricted by the terms and conditions of this Agreement.

Section 2. The Employer retains all rights to establish work and safety rules that do not conflict with or modify the terms of this Agreement or any state or federal regulation or law.

Section 3. It is agreed that the Employer retains all management rights and prerogatives heretofore held except such rights and prerogatives that are specifically relinquished under terms of this Agreement.

ARTICLE 27

NOTIFICATION

Section 1. Employees must furnish the Company with their address and telephone number (if any) immediately upon employment. Thereafter, the employee shall notify the Company promptly, in writing, about any change(s) in address or telephone number. A failure to furnish such change shall relieve the Company of any obligation to provide notice to the employee under any recall or related provisions of the Agreement.

Section 2. If the Company is required to give notice to employees under any provision of this Agreement, the notice will be given by certified mail, return receipt requested to the employee's last known address. If the employee fails to claim the letter within ten (10) days of its postmark, the Company's obligation to the employee under this Agreement ceases.

ARTICLE 28
NON-DISCRIMINATION

Section 1. No employee shall be discriminated against because of race, creed, sex, age, color, national origin, religion, disability, marital status, sexual orientation, status with regard to public assistance or any other protected classification defined by State or Federal law.

ARTICLE 29
TERM OF AGREEMENT

This Agreement shall be in effect from September 3, 2026 up to and including December 31, 2030 and shall remain in full force and effect from year to year thereafter, unless either party notifies the other in writing at least sixty (60) days prior to the Agreement expiration date of its intention to modify or terminate this Agreement.

LONG PRAIRIE PACKING COMPANY,
LLC

By: _____

John T. Moore
VP of Operations

UNITED FOOD AND COMMERCIAL
WORKERS UNION LOCAL 1189

By: _____

James Weston
UNION REPRESENTATIVE
James Weston

Appendix A

Table 1. Class Wage Rates by Year.*

Class	2026 + 1.00	2027 +1.00	2028 +.50	2029 +.50	2030 +.50
11	\$20.65	\$21.65	\$22.15	\$22.65	\$23.15
10	\$21.65	\$22.65	\$23.15	\$23.65	\$24.15
9	\$21.90	\$22.90	\$23.40	\$23.90	\$24.40
8	\$22.15	\$23.15	\$23.65	\$24.15	\$24.65
7	\$22.90	\$23.90	\$24.40	\$24.90	\$25.40
6	\$23.90	\$24.90	\$25.40	\$25.90	\$26.40
5	\$24.15	\$25.15	\$25.65	\$26.15	\$26.65
4	\$24.90	\$25.90	\$26.40	\$26.90	\$27.40
3	\$25.15	\$26.15	\$26.65	\$27.15	\$27.65
2	\$25.90	\$26.90	\$27.40	\$27.90	\$28.40
1	\$26.15	\$27.15	\$27.65	\$28.15	\$28.65

** 2026 rates become effective with the first full pay period following ratification of the Agreement. Rates for 2027–2030 become effective with the first full pay period following January 1 of the applicable year.*

Table 2. Classification of Job Titles by Department.

Dept	Job Title	Class
F	Bone Chucks	1
F	Bone Ribs	1
F	Clod Puller	1
F	Pull Tenders	1
F	Plate Boner	2
F	Circle Saw	5
F	Shag with CDL	5
F	Drop Insides	6
F	Scaler Inventory Control	6
F	Bone Butts	8
F	Aitch Bones	8
F	Bone Strips	8
F	Knuckle Puller	8
F	Hind Saw	8
F	Drop Goosenecks	8
F	Hind Shanks	8
F	Shin Boner	8
F	Bone Arms	8
F	Trim Tenders	9
F	Bone Shanks	9

Appendix A

Dept	Job Title	Class
F	Shackle & Bone Briskets	9
F	Peel Knuckle	9
F	Inside Trimmer	9
F	Flat Trimmer	9
F	Yard Person	9
F	Shag Truck Driver	9
F	Forklift Pallet Jack Freezer	9
F	Lab	9
F	Knife Room	9
F	Trim Sampler	9
F	Clean Brisket Bones	10
F	Whizard Knife	10
F	Chuck Saw	10
F	Drop Bellies	10
F	Drop Ribs	10
F	Cut Selector	10
F	Box Scaler	10
F	Skinner	10
F	Saw Bones	10
F	Bone Cripples	10
F	Bone Cannon	10
F	Forklift Pallet Jack Operator	10
F	Skirt Dropper	10
F	Remove Patella	10
F	Drop Paddle Bone	10
F	Trimmer Fab	10
F	General Laborer	11
H	Knocker	1
H	1st Legger	1
H	2nd Legger	1
H	Gutter	1
H	Split Saw	1
H	Head Dropper	3
H	Flanker	4
H	Restrainer Operator	4
H	Head Skinner*	5
H	Hot Scaler	5
H	Sticker	5
H	Drop Bungs	5

Appendix A

Dept	Job Title	Class
H	Rim Over	6
H	Rumper 1st Leg	7
H	Rumper 2nd Leg	7
H	Hide Puller Driver	4
H	Pluck & Trim	8
H	Bone Heads	8
H	Defect Trimmer Side Rail	8
H	Glands Removal	8
H	Weasand Prep	8
H	Chisel Heads	8
H	Temples and Lips	8
H	Shackler	9
H	Drop Tongues	9
H	Rod Weasands	9
H	Tail Puller	7
H	Bag Removal Bull Fries	7
H	Hide Puller Passenger	6
H	Trim Harvest	9
H	Calf Skinner	9
H	Knife Room	9
H	Separate Livers	9
H	Open Flanks	9
H	Save Veins	9
H	Brisket Saw	9
H	Offal Freezer	9
H	Pre-Gutter	10
H	Tongue Trim	10
H	Spleen/Weasand Remover	10
H	Cut Out Pillar	10
H	Cook Tripe	10
H	Paunch Dumper	10
H	Offal Wash Trim Tails	10
H	Liver Trim	10
H	Offal Scaler	10
H	Trim Lungs Box Trachea	10
H	Side Puller Operator	10
H	Clear Necks	10
H	Whizard Heads	10
H	Hang Paunch	10

Appendix A

Dept	Job Title	Class
H	Open Paunch	10
H	Ears Eyes and Snouts	10
H	Bung Capper	10
H	Bung Handle/Plastic	10
H	Carcass Tracking	10
H	Rumper 3rd	10
H	Tail Marker	10
H	Spinal Cord Remover	10
H	Remove Small Intestine	10
H	Head Hanger	10
H	Remove Omasum	10
H	General Laborer	11

** Head Skinner is a part-day assignment, not a full-time posted or bid position. Employees are paid the Class 5 rate for hours worked in the position.*